



## 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, April 28, 2010, 7:00 p.m.  
South Dade Government Center  
10710 SW 211<sup>th</sup> Street, Room 203  
Cutler Bay, Florida 33189

**1. CALL TO ORDER, ROLL CALL, and PLEDGE OF ALLEGIANCE**

**2. PROCLAMATIONS, AWARDS, PRESENTATIONS**

- A. Proclamation – William Pacetti
- B. Proclamation – County Commissioner Dennis Moss
- C. Proclamation – William Meiklejohn
- D. Presentation – Marilyn Horne and Kimberly Daniels for Gulfstream Elementary Special Needs park grant

**3. APPROVAL OF MINUTES**

- A. Regular Council Meeting – March 17, 2010
- B. Special Council Meeting – April 15, 2010

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 ENVIROWASTE SERVICES GROUP INC (ESGI) TO PROVIDE CONTRACTING SERVICES FOR THE BEL AIRE SUB BASIN 8 PROJECT PURSUANT TO INVITATION TO BID #09-06; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ESGI; AND PROVIDING AN EFFECTIVE DATE.

TAB 2

B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING THE COMMUNITIES FOR A LIFETIME INITIATIVE AND URGING COMMUNITY LEADERS AND RESIDENTS TO WORK TOGETHER TO PLAN FOR THE MOST EFFECTIVE USE OF EXISTING FUNDING TO ACHIEVE THE COMMUNITIES FOR A LIFETIME GOALS AND BENEFITS; AND PROVIDING FOR AN EFFECTIVE DATE. **(MEERBOTT)**

TAB 3

C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AMENDING RESOLUTION 07-41 TO ADD AN AT-LARGE COMMITTEE MEMBER; DESIGNATING THAT THE ADDITIONAL AT-LARGE COMMITTEE MEMBER SHALL BE COLLECTIVELY APPOINTED BY THE TOWN COUNCIL; AND PROVIDING AN EFFECTIVE DATE. **(BELL)**

TAB 4

D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA PROHIBITING THE TOWN'S ISSUANCE OF HONORARY POLICE TYPE OR OTHER CRIMINAL JUSTICE AGENCY BADGES THAT ARE NOT DISPLAYED IN A CLOSED OR MOUNTED CASE AS A COLLECTION OR EXHIBIT; DIRECTING THE TOWN MANAGER TO ENSURE THAT ALL PREVIOUSLY ISSUED TOWN HONORARY POLICE TYPE OR OTHER CRIMINAL JUSTICE AGENCY BADGES ARE DISPLAYED IN A CLOSED OR MOUNTED CASE AS A COLLECTION OR EXHIBIT; DIRECTING THE TOWN MANAGER AND THE TOWN ATTORNEY TO DRAFT AN ORDINANCE TO ACCOMPLISH THE INTENT AND PURPOSE OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. **(MACDOUGALL)**

TAB 5

6. **QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)**

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

A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING A WAIVER OF PLAT APPROVAL FOR 20001 S. DIXIE INC., LOCATED AT 20001 S. DIXIE HIGHWAY, AS LEGALLY DESCRIBED IN EXHIBIT "A," CONSISTING OF APPROXIMATELY 26,341 SQUARE FEET, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 6

7. **ORDINANCES FOR FIRST READING (PUBLIC HEARING NOT REQUIRED)**
8. **ORDINANCES FOR FIRST READING OR RESOLUTIONS REQUIRING A PUBLIC HEARING**
9. **ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)**

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 26 OF THE TOWN CODE OF ORDINANCES ENTITLED, "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; REVISING RULES FOR TOWN PARKS; UPDATING PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BELL)

TAB 7

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. **Council Meeting**  
Wednesday, May 26, 2010, 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  
TOWN COUNCIL MEETING  
MINUTES**

Wednesday, March 17, 2010, 8:30 p.m.  
South Dade Regional Library  
10710 SW 211<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Cutler Bay, Florida 33189

**1. CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the vice mayor at 8:35 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 (Arrived at 9:15 p.m.)

Town Attorney Mitchell Bierman  
Town Clerk Erika Santamaria  
Town Manager Steven J. Alexander

Vice Mayor MacDougall led the Pledge of Allegiance.

**2. PROCLAMATIONS, AWARDS, PRESENTATIONS:** There were none at this time.

**3. APPROVAL OF MINUTES:**

**A.** Councilmember Bell made a motion approving the minutes of the regular council meeting on February 17, 2010. The motion was seconded by Councilmember Meerbott and adopted by a 4-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, and Vice Mayor MacDougall voting Yes.

**B.** Councilmember Meerbott made a motion approving the minutes of the regular council meeting on February 22, 2010. The motion was seconded by Councilmember Bell and adopted by a 4-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, and Vice Mayor MacDougall voting Yes.

**4. REPORTS**

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

The town manager reminded the public to fill-out and return their Census forms. He explained the Census is very important for local funding. He informed the Council that the stimulus funded projects are ahead of schedule and under budget. The manager reported that the Town will celebrate Earth Day on April 24<sup>th</sup> at Cutler Ridge Park by having a community garden where

volunteers may plant there seeds for vegetables throughout the year. The manager reported that the mayor was in Tallahassee presenting the green corridor initiative to the Energy Committee. He reported that the item passed committee unanimously. He also reported that in the upcoming week the Council will be signing documentation for the conveyance of Lakes by the Bay Park. The manager introduced Miguel Parages, Code Enforcement Officer, to provide a brief presentation on his recent experience to Haiti as a radio operator which was part of the relief efforts for the country.

**B. TOWN ATTORNEY'S REPORT:**

The town attorney requested for an executive session to inform the Town Council of a lawsuit that the Town was named in. The town attorney said that he would coordinate with the town clerk for a possible date and time.

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

Member Meerbott stated that Gulfstream Elementary has a special needs school and was awarded by the Knight Foundation a grant in the amount of \$75,000 for a new special needs park at the school. They have gathered 125 volunteers but need more volunteers. He reported that Southridge High School had a 98% participation rate in the FCAT exams, which was the highest in years.

Councilmember Sochin reported that he has met with the Charter High School Committee and sees that the committee is on the right track and eager to get started with their task.

Councilmember Bell stated that the next Parks Committee meeting tomorrow at 7:00 p.m. at Cutler Ridge Park. She asked Member Sochin for his support on a resolution that she would like to put forward which is to add an at-large member to his Charter High School Committee. Member Sochin stated that he would support one at-large member to his committee.

**5. CONSENT AGENDA:**

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA URGING THE HONORABLE CHIEF JUDGE JOEL H. BROWN, OF THE 11<sup>TH</sup> CIRCUIT COURT, TO OPEN THE COURT HOUSE LOCATED IN CUTLER BAY AT THE SOUTH DADE GOVERNMENT CENTER AS A FULLY FUNCTIONING AND FULLY STAFFED COURT OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE. (MEERBOTT)**
  
- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING WORLD WILDLIFE FUND'S 2010 EARTH HOUR, RELATING TO THE RAISING AWARENESS AMONG THE GENERAL PUBLIC ABOUT CLIMATE CHANGE AND THE EARTH HOUR EVENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH BILTMORE CONTRSUCTION COMPANY, INC. FOR DESIGN-BUILD SERVICES FOR BEL AIRE PARK AND SAGA LAKE PARK IMPROVEMENT PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Sochin pulled Item D, F, and G and Councilmember Bell pulled Items C and H from the Consent Agenda for discussion.

Councilmember Meerbott made a motion to approve the Consent Agenda as amended with Items C,D,F,G, and H pulled for discussion. The motion was seconded by Councilmember Sochin and Resolution 10-12 through 10-13 and 10-15 were adopted by 4-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, and Vice Mayor MacDougall voting Yes.

The town clerk read the following resolution by title:

- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA ESTABLISHING THE 2010 COMMUNITY-WIDE GARAGE SALE DATES PURSUANT TO ORDINANCE 10-02; AND PROVIDING FOR AN EFFECTIVE DATE.  
**(BELL)**

Councilmember explained that this is the first year we will be having a community-wide garage sale, which she explained would be free from charge and permit and beneficial to the community. She also explained that the April 17<sup>th</sup> is the first of two scheduled community-wide garage sales that would take place each year.

Vice Mayor MacDougall made a motion to approve the resolution. The motion was seconded by Councilmember Bell and Resolutions 10-14 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 add-on resolution by title:

- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA CREATING AN EDUCATION ADVISORY COMMITTEE; PROVIDING FOR APPOINTMENT OF COMMITTEE MEMBERS; PROVIDING FOR DISSOLUTION OF THE COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE. **(BELL)**

Councilmember Bell explained the intent of the resolution. She further explained how important it is to improve and assist the Town's current public schools and not just focus on the establishment of a new charter school. After some discussion, Councilmember Bell withdrew her resolution from consideration.

The town clerk read the following add-on resolution by title:

- F.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH KVC CONTRSTRUCTORS, INC. FOR DESIGN-BUILD SERVICES FOR THE SAGA BAY PARK IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

Alan Ricke, Parks and Recreation Director, provided an explanation on the resolution and the scope of work at the park.

Councilmember Meerbott made a motion to approve the resolution. The motion was seconded by Councilmember Bell and Resolutions 10-16 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 add-on resolution by title:

- G.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, TERMINATING THE TOWN AGREEMENT WITH THE WREN GROUP; WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF SOLE SOURCE AVAILABILITY FOR THE SELECTION OF A REPRESENTATIVE TO PROVIDE UNIQUE AND SPECIALIZED CONSULTING SERVICES; APPROVING THE SELECTION OF FUENTES CONSULTING GROUP TO PROVIDE THOSE SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH FUENTES CONSULTING GROUP TO PROVIDE THOSE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

The town manager provided an explanation on the transfer of consulting services to the Fuentes Consulting Group.

Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Councilmember Bell and Resolutions 10-17 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 add-on resolution by title:

- H.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND TOWN OF CUTLER BAY FOR LOCAL POLICE SERVICES; AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

The town manager provided a brief explanation on the contract. Major O'Donnell provided additional information on specific changes in the contract.



Councilmember Meerbott made a motion to approve the resolution. The motion was seconded by Councilmember Bell and Resolutions 10-18 was adopted 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.

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

The town clerk read the following ordinance by title:

- A.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 26 OF THE TOWN CODE OF ORDINANCES ENTITLED, "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; REVISING RULES FOR TOWN PARKS; UPDATING PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. **(BELL)**

Councilmember Bell provided an explanation on the ordinance. She explained that the changes to the Park rules were a result of a sub-committee established by the Parks and Recreation Citizen Advisory committee, who later on submitted those recommendations to the Council.

Councilmember Meerbott made a motion to approve the ordinance. The motion was seconded by Vice Mayor MacDougall and was adopted by unanimous 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):**

The town clerk read the following ordinance by title:

- A.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ARTICLE 5, SECTION B OF ORDINANCE 09-06 ENTITLED, "FLOODPLAIN MANAGEMENT REGULATIONS"; REVISING TOWN STANDARDS TO CONFORM TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GUIDELINES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Rafael Casals, Public Works Director, provided an explanation on the ordinance.

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

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

**10. PUBLIC COMMENTS**

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

The following individuals spoke: Louise Lockwood, 1101 East Ridge Village Drive, David Fienberg, 9161 Caribbean Boulevard, and Bill Meiklejohn, 9311 Sterling Drive.

**11. MAYOR AND COUNCIL COMMENTS:**

Councilmember Meerbott said that he will be working on a golf cart amendment allowing Palmetto Bay golf carts in our area. The mayor of Pinecrest, Cindy Lerner, a member of the South Dade Transportation Coalition will be putting forward a resolution to give cities more of a voice and input in the placing of utility lines on local roads.

Mayor Vrooman stated that he was in Tallahassee today reporting in front of the Energy Committee on the green corridor, which he was able to present five resolutions from cities in support of the initiative and the committee unanimously passed the green corridor initiative.

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

**13. ADJOURNMENT**

The next council meeting will be held on April 21, 2010 at South Dade Regional Library.

The meeting was officially adjourned at 10:58 P.M.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, CMC  
Town Clerk*

*Adopted by the Town Council on  
this 28<sup>th</sup> day of April, 2010.*

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*Paul S. Vrooman, Mayor*

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

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

Thursday, April 15, 2010, 5:30 p.m.  
South Dade Regional Library  
10710 SW 211<sup>th</sup> Street, 1<sup>st</sup> Floor  
Cutler Bay, Florida 33189

**1. CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the mayor at 5:40 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 Manager Steven J. Alexander  
Town Clerk Erika Santamaria  
Town Attorney Chad Friedman

**2. ACTION ITEM**

The town clerk read the following Resolution by title:

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA APPROVING AN AGREEMENT BETWEEN THE TOWN AND PINNACLE INVESTMENT PROPERTIES, INC. FOR THE PURCHASE OF THE PROPERTY LOCATED AT 10720 CARIBBEAN BOULEVARD, AND PROVIDING FOR AN EFFECTIVE DATE.**

The town manager made gave a detailed presentation to the Council on the property purchase. He then introduced Robert Daddario, Finance Director, who then provided a financial perspective on financing options for the property purchase.

The mayor opened the public hearing. Steve Zarzecki, 9640 Martinique Drive, Jaime Reyes, 9750 Southwest 215 Lane, Tom Condon, 19641 Holiday Road, and David Fienberg, 9161 Caribbean Boulevard.

Vice Mayor MacDougall made a motion to approve the Resolution. The motion was seconded by Councilmember Meerbott and Resolution 10-19 was approved by unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

**3. ADJOURNMENT**

The meeting was officially adjourned at 6:50 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, CMC  
Town Clerk*

*Adopted by the Town Council on  
this 28<sup>th</sup> day of April, 2010.*

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*Paul S. Vrooman, Mayor*

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

TAB 2



## MEMORANDUM

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

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

**Date:** April 28, 2010

**Re: EXECUTION OF CONTRACT WITH ENVIROWASTE SERVICES GROUP INC. FOR BEL AIRE DRAINAGE SUBBASIN 8 AND CUTLER RIDGE PARK PARKING LOT PAVING & DRAINAGE IMPROVEMENTS**

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### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE SELECTION OF ENVIROWASTE SERVICES GROUP INC (ESGI) TO PROVIDE CONTRACTING SERVICES FOR THE BEL AIRE SUB BASIN 8 PROJECT PURSUANT TO INVITATION TO BID #09-06; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ESGI; AND PROVIDING AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

On November 5, 2009, South Florida Water Management District (the "SFWMD") awarded a grant to the Town, Grant #460000901. The grant awarded is for \$210,000 and the Town's matching portion is for \$240,000, for a total project cost of \$ 450,000.

With the award of this grant the Town was able to move forward with the full design of the Bel Aire Sub Basin 8 Section 5.2 (the "Original Project"). However, during the design phase, the cost estimate for the Original Project was considerably lower than the grant allocation.

Staff then looked into expanding the Original Project to better improve the overall stormwater system and not cause the loss of any grant dollars. As a part of its Stormwater Master Plan, the Town planned certain drainage improvements to the Bel Aire Sub Basin 8, including drainage improvements to the Cutler Ridge Park parking lot.

Staff agreed the best solution would be to implement Sub Basin 8 project and include the drainage improvements to the Cutler Ridge Park parking lot (the "Expanded Project"). Currently the Cutler Ridge Park parking lot sheds all of its stormwater runoff on the adjacent property (soccer field), causing a significant water pounding problem. The Expanded Project would remedy both the Sub Basin 8 Issues and the parking lot issues.

Previously, on April 15, 2009, Town Council awarded the Invitation to Bid (ITB) # 09-06: Road Resurfacing & Miscellaneous Drainage Improvements contract to Envirowaste Services Group Inc.



(ESGI). A total of sixteen (16) bids were submitted. ESGI was selected as the lowest responsible, responsive bidder. It was contemplated that the selected contractor as a result of the ITB would be pre-qualified for miscellaneous road resurfacing and drainage projects

The main constraint of the SFWMD grant is the time frame; all awarded grant funds need to be exhausted by September 1, 2010. Construction needs to be completed before then, and all funds for construction expended. Thus, Town staff is recommending the selection of ESGI for the Expanded Project.

**Recommendation:**

It is recommended that the Town Council approve the attached Resolution.





**RESOLUTION NO. 10-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING A WAIVER OF PLAT APPROVAL FOR 20001 S. DIXIE INC., LOCATED AT 20001 S. DIXIE HIGHWAY, AS LEGALLY DESCRIBED IN EXHIBIT “A,” CONSISTING OF APPROXIMATELY 26,341 SQUARE FEET, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, 20001 S. Dixie Inc. (the “Applicant”) has applied to the Town for a waiver of plat attached as Exhibit “B,” for property legally described in Exhibit “A”; and

**WHEREAS**, the provisions of Chapter 28 “Subdivisions” of the County Code of Ordinances regulates the subdivision of land in both the incorporated and unincorporated areas of the County; and

**WHEREAS**, Town staff has reviewed the waiver of plat, and has recommended approval because all of the applicable requirements of Chapter 28 “Subdivisions” of the County Code have been fulfilled; and

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

**WHEREAS**, the Town Council finds that the waiver of plat is consistent with the Town’s Comprehensive Plan.

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

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

**Section 2. Approval of Waiver Plat.** Pursuant to the requirements set forth in Chapter 28 “Subdivisions” of the County Code, the requested wavier of plat, attached hereto as Exhibit “B,” is hereby approved.

**Section 3. Violation.** The Miami-Dade County Code of Ordinances, as applicable to the Town, functions as the Town’s Code of Ordinances (the “Town Code”). Failure to adhere to the terms of approval shall be considered a violation of the Town Code. Persons found violating the approval shall be subject to the penalties prescribed by the Town Code including, but not limited to, the revocation of the approvals granted by this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town before it may commence construction or operation, and this Resolution may be revoked by the Town Council at any time upon a determination that Applicant is not in compliance with the Town Code.

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

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
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	_____



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

**Fedex Overnight Delivery  
7970 8688 8063**

November 6, 2009

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

Dear Mr. Casals:

**Subject: Contract # 4600001901  
Bel Aire Sub-Basin 8 Stormwater Project**

Please find enclosed one (1) fully executed copy of the above referenced document.

Thank you for your efforts on behalf of the South Florida Water Management District (District). Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Rupert Giroux".

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

RG/cdl

Enclosure

c: Lucia Perez - MSC 2345  
Procurement/Original File



ORIGINAL

SAP REFERENCE NO. 9500003679

**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 NOV 05 2009 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.



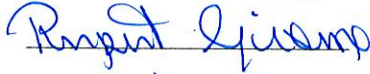
21. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
22. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State 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.

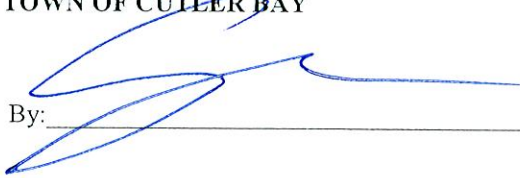
SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
BY ITS GOVERNING BOARD

By:   
Frank Hayden, Director of Procurement BML

SFWMD PROCUREMENT APPROVED

By:   
Date: 9/28/07 BML

TOWN OF CUTLER BAY

By:   
Title: Town Manager (Reso # 09-76)

**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 184<sup>th</sup> Street to the north, SW 232<sup>nd</sup> Street to the south, SW 112<sup>th</sup> Ave, Old Cutler Road and SW 97<sup>th</sup> 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 101<sup>st</sup> 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. 199<sup>th</sup> Street
  - o S.W. 101<sup>st</sup> Avenue and S.W. 199<sup>th</sup> Street
  - o S.W. 101<sup>st</sup> Avenue and S.W. 198<sup>th</sup> 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.

<b>Task</b>	<b>Deliverable</b>	<b>Due Date*</b>	<b>DISTRICT** Not-to-Exceed Payment</b>	<b>Town of Cutler Bay Cost-Share</b>
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
<b>Not-to-Exceed Total Payment</b>			<b>\$210,000.00**</b>	<b>\$240,000</b>

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

\*\* The District shall only be obligated to pay for documented actual expenditures within the not-to-exceed amounts specified above. In the event actual expenditures by the Town are less than the not-to-exceed for a particular task, the Town shall have the right to apply the unexpended balance towards a subsequent task. The Town shall provide written notice of its decision to exercise this right. In no event shall the District's total obligation exceed \$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	
<b>Total Award</b>					\$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.

**RESOLUTION NO. 09-31**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT WITH ENVIROWASTE SERVICES GROUP INC. FOR ROADWAY RESURFACING & MISCELLANEOUS DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Cutler Bay (“Town”) finds that it is both necessary and appropriate to retain a contractor to repair/resurface damaged roadways and perform drainage improvements that were identified in both the Road & Sidewalk Assessment Report and Stormwater Master Plan; and

**WHEREAS**, the Town Council authorized the issuance of a Invitation to Bid (ITB) 09-06 for Roadway Resurfacing & Miscellaneous Drainage Improvements; and

**WHEREAS**, the ITB resulted in sixteen (16) bids being received prior to the February 27, 2009 deadline; and

**WHEREAS**, pursuant to the ITB competitive selection process utilized by the Town and the recommendation of the Town Manager, the Town Council desires to utilize the services of first ranked firm, Envrio Waste Services Group (the “Contractor”), to provide replacement and installation of sidewalks; and

**WHEREAS**, should the negotiations be unsuccessful with the Contractor fail, the Town Council desires to obtain the services of H&J Asphalt (the “Alternative Contractor”) as the second-ranked firm; and

**WHEREAS**, the Town Attorney’s Office has reviewed the terms of the agreement with Contractor, attached as Exhibit “A”, and has determined that it is 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 this agreement, 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, THAT:**



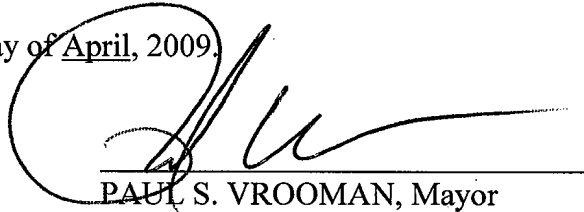
**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval of the Agreement.** The Town Council hereby approves the agreement with Envirowaste Services Group Inc. for roadway resurfacing & miscellaneous drainage improvements, which incorporates Invitation to Bid 09-06 and associated documents, in substantially the form attached hereto as Exhibit "A" (the "Agreement").

**Section 3. Town Manager Authorized.** The Town Manager is authorized, on behalf of the Town, to negotiate and execute the Agreement for replacement and installation of sidewalks with the first-ranked firm, Envirowaste Services Group Inc., for replacement and installation of sidewalks, in substantially the form attached hereto as Exhibit "A". In the event the Town Manager is unable to execute a contract in substantially the form attached hereto with Envirowaste Services Group Inc. then the Town Manager may negotiate and execute the Agreement with H&J Asphalt as the second-ranked firm. The Town Manager is authorized to execute the Agreement without further Town Council action and once approved by the Town Attorney as to form and legal sufficiency.

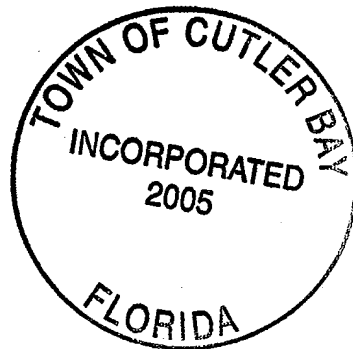
**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 15<sup>th</sup> day of April, 2009.

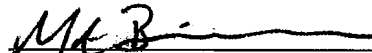
  
PAUL S. VROOMAN, Mayor

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: Councilmember Meerbott  
Seconded By: Councilmember Bell

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	<u>YES</u>
Vice Mayor Edward P. MacDougall	<u>YES</u>
Councilmember Peggy R. Bell	<u>YES</u>
Councilmember Timothy J. Meerbott	<u>YES</u>
Councilmember Ernest N. Sochin	<u>YES</u>

**RESOLUTION NO. 09-79**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE CORRADINO GROUP FOR ENGINEERING SERVICES FOR BEL-AIRE SUB-BASIN 8 SECTION 5.2 PAVING AND DRAINAGE IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on November 14, 2007 the Town of Cutler Bay (the "Town") adopted Resolution No. 07-52 approving the execution of non-exclusive professional services agreements to provide various engineering and architectural services for the Town; and

**WHEREAS**, The Corradino Group is one of the firms that was selected to perform professional services pursuant the Resolution No. 07-52, and

**WHEREAS**, the Town seeks to improve the existing drainage deficiencies occurring in the surrounding area of the Bel-Aire neighborhood; and

**WHEREAS**, the Town's Stormwater Master Plan has identified the surrounding area located within the Bel-Aire neighborhood as a "priority" stormwater basin; and

**WHEREAS**, the Town was awarded a South Florida Water Management District ("District") grant (# 4600001901) for Stormwater Improvements; and

**WHEREAS**, the Bel-Aire Sub-Basin 8, Section 5.2 paving and drainage improvement costs are eligible for reimbursement from the "District"; and

**WHEREAS**, in accordance with the stipulations of the professional services agreements, the Public Works Department received a proposal from The Corradino Group which has an executed agreement with the Town; and

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

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

**Section 2. Authorization.** The Town Manager is authorized to execute an agreement with The Corradino Group in the amount of \$49,430.41 for engineering design and construction phase services in substantially the form attached hereto.

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

PASSED and ADOPTED this 18<sup>th</sup> day of November, 2009.

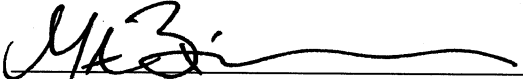
  
PAUL S. VROOMAN, Mayor

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: Councilmember Meerbott  
Seconded By: Councilmember Bell

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	<u>YES</u>
Vice Mayor Edward P. MacDougall	<u>YES</u>
Councilmember Peggy R. Bell	<u>YES</u>
Councilmember Timothy J. Meerbott	<u>YES</u>
Councilmember Ernest N. Sochin	<u>YES</u>

**TOWN OF CUTLER BAY  
CONTRACT DOCUMENTS  
ITB # 09-06**

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**ROADWAY RESURFACING & MISCELLANEOUS  
DRAINAGE IMPROVEMENTS**

**ENVIROWASTE SERVICES GROUP, INC.**

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**CONTRACT  
DOCUMENTS  
ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.1.  
CONTRACT**

**TOWN OF CUTLER BAY**  
**ITB # 09-06**  
**SECTION 3**

**CONTRACT BETWEEN OWNER AND CONTRACTOR**

THIS CONTRACT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2009 (which shall be the Effective Date of the Contract) by and between the Town of Cutler Bay (hereinafter called "OWNER" or "TOWN") and Envirowaste Services Group, Inc. (herein after called "CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.** CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide Labor and equipment required to perform roadway resurfacing and miscellaneous drainage improvements within the Town of Cutler Bay. Work shall include roadway resurfacing, roadway milling, the installation of asphalt, the installation and raising of manholes, valves and inlet structures, installation of striping, drainage pipe installation, French Drain installation, sodding/swale restoration, driveway restoration and the installation of curbs. This contract includes a Pothole Repair item with a 48 hour response time. Utilization of these services will require close coordination with the Town and Town's Consulting Engineer.

**Article 2. ENGINEER.** The Project may be designed by any of the following firms:

ENGINEER

The Corradino Group  
4055 N.W. 97<sup>th</sup> Avenue  
Suite # 200  
Miami, Florida 33178

ENGINEER

Kimley-Horn & Associates, Inc.  
5200 N.W. 33<sup>rd</sup> Avenue  
Suite # 109  
Ft. Lauderdale, Florida 33309

ENGINEER

C3TS  
901 Ponce De Leon Blvd.  
Suite # 900  
Coral Gables, Florida 33134

who is hereinafter called "ENGINEER" and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME.**

3.1 This Agreement shall be non-exclusive and shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town



shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to CONTRACTOR received no later than 30 days prior to the date of termination.

(A) Miscellaneous Drainage Improvements.

Portions of the Project known as Miscellaneous Drainage Improvements shall be governed by Notices to Proceed issued for separately named and designated portions of the Work.

(B) Final Completion.

Final completion includes all Work and Project documentation, including roadway and drainage work, swale restoration, as-built drawings, Project warranties and all other obligations of CONTRACTOR required by the Contract Documents.

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work reflected above and in each Notice to Proceed is not substantially or finally complete within the time specified in the applicable Notice to Proceed, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in the applicable Notice to Proceed for completion. Liquidated damages shall be deducted from the CONTRACTOR's Final Application for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

**Article 4. CONTRACT PRICE.**

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Schedule of Values. For all Unit Price Work, an amount equal to the sum of the established Unit Price for each separately identified item in the

Bid Form, times the actual accepted quantity of that item will be paid up to the maximum amount approved.

Contract Price **\$ 558,667.75**

Contract Price (in words) **Five hundred fifty eight thousand six hundred sixty seven and 75/100 dollars**

The maximum Contract Price for the Miscellaneous Drainage Improvements shall be determined subsequent to execution hereof, approved by the Town, and governed by the terms of this Agreement and the Contract Documents. OWNER shall pay CONTRACTOR for completion of the Miscellaneous Drainage Improvements in accordance with the Contract Documents and the Schedule of Values on a Unit Price basis in an amount equal to the sum of the established Unit Price for each separately identified item in the Bid Form, times the actual accepted quantity of that item, up to the amount approved in each instance.

- 4.2 Included in the Agreement Sum is an allowance account of \$15,000.00 for the Miscellaneous Roadway and Drainage Improvement Bid Form for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Town may deem necessary if ordered and authorized by the Town Manager in accordance with the Contract Documents. Money may only be taken from this account at the prior approval of the Town Engineer and pursuant to any procedures outlined by the Town's Public Works and/or the Town Manager.

#### **Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or before the 28th day of each month during construction as provided below. The Application for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 14.01 of the General Conditions and the requirements of the Contract Documents.

- 5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

5.2. Final Payment. Upon Final Completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.1.

**Article 6. INTEREST.** Not Applicable

**Article 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into the Contract, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that CONTRACTOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and CONTRACTOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by OWNER and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated CONTRACTOR's observations with the Contract Documents; and (f) at CONTRACTOR's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface,

sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 7.2. SAFETY PRECAUTIONS- The CONTRACTOR shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the CONTRACTOR.
- 7.3. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4. CONTRACTOR has correlated and considered the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents and in reaching the Contract Price and Contract Time.
- 7.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR. CONTRACTOR shall not rely on any conflicts, errors or discrepancies that CONTRACTOR knew or should have known exist in the Contract Documents as a basis for a claim for an extra to the Contract Price or Contract Time.

#### **Article 8. CONTRACT DOCUMENTS.**

The Contract Documents that comprise the entire Contract between OWNER and CONTRACTOR are attached to this Contract, made a part hereof and consist of the items listed in the general conditions and the following:

- 8.1. This Contract
- 8.2. Invitation to Bid
- 8.3. Bid Form
- 8.4. Detailed Specifications as included in this package and as referenced
- 8.5. Code of Silence/Campaign Contribution Ordinance/Lobbyist Registration Requirements
- 8.6. Addendum Acknowledgement
- 8.7. Anti-Kickback Affidavit
- 8.8. Non-Collusive Affidavit
- 8.9. Sworn Statement
- 8.10. Drug Free Workplace Form
- 8.11. Qualification Statement
- 8.12. Performance Bond
- 8.13. Payment Bond
- 8.14. Notice of Intent to Award

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

#### **Article 9. MISCELLANEOUS**

- 9.1. Terms used in this Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. This Contract may be executed in counterparts.
- 9.5. The OWNER shall retain the ownership of all shop drawings and design drawings once payment therefore is made.
- 9.7. OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.
- 9.8. The law of the State of Florida shall govern the contract between the Town of Cutler Bay and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 9.9. INDEMNIFICATION- The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the

work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

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

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

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

- 9.10 WARRANTIES OF CONTRACTOR- The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.
- 9.11 DEFAULT/FAILURE TO PERFORM- The Town shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

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

contractor of its intentions and the effective date of the termination. The following shall constitute default:

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

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

9.12 OTHER CAUSES FOR TERMINATION- THE TOWN OF CUTLER BAY RESERVES THE RIGHT TO CANCEL THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR EFFECTIVE THE DATE SPECIFIED IN THE NOTICE SHOULD ANY OF THE FOLLOWING APPLY:

9.13

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

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



- 9.15 If any provision of this Contract or any Authorization under this Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the is Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 9.16 Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified.
- 9.17 Contractor shall abide by the applicable provisions of Chapter 119, Florida Statutes (Public Records).
- 9.18 PROTEST PROCEDURES- With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in accordance with Town Ordinance 06-22.

**[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the parties hereto have signed 6 copies of this Contract. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on OWNER'S behalf.

OWNER

Town of Cutler Bay

CONTRACTOR

Envirowaste Services Group, Inc.

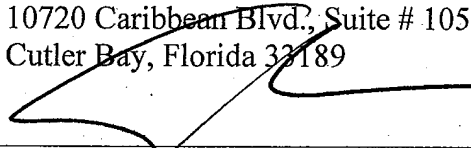
ADDRESS

10720 Caribbean Blvd., Suite # 105  
Cutler Bay, Florida 33189


ADDRESS

4 SE 1 Street  
Miami, FL 3313

BY



BY



Steven J. Alexander

Print Name

Town Manager

Title

Eduardo Barba

Print Name

V.P. C.O.O.

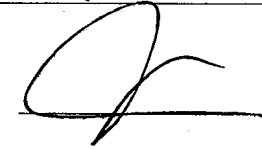
Title

WITNESS



(CORPORATE SEAL)

WITNESS



(CORPORATE SEAL)





**CONTRACT  
DOCUMENTS  
ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.2.  
INVITATION TO BID**

## INVITATION TO BID

09-06

### ROADWAY RESURFACING & MISCELLANEOUS DRAINAGE IMPROVEMENTS

The Town of Cutler Bay is requesting Bids from qualified firms to provide for Roadway Resurfacing & Miscellaneous Drainage Improvements for the Town of Cutler Bay. **Interested firms should visit the Town's website at [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) to obtain the Invitation to Bid package. Packages may also be picked up at the following location:**

#### TOWN OF CUTLER BAY

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

Sealed submittals must be received no later than **10:00 a.m. on Friday, February 27, 2009** and be clearly marked on the outside, **"ITB 09-06 Roadway Resurfacing & Miscellaneous Drainage Improvements"**, by **Erika Gonzalez-Santamaria, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189**. Late submittals and electronic submittals will **not** be accepted.

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

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

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

---

Steven J. Alexander  
Town Manager



ITB 09-06

Page 2 of 68

TOWN OF CUTLER BAY  
ITB # 09-06  
SECTION 4

ROADWAY RESURFACING AND MISCELLANEOUS DRAINAGE IMPROVEMENTS

BIDDER'S REPRESENTATION

Bid of ENVIRONMENTAL SERVICES GROUP, INC.  
(name)  
4 SE FIRST STREET, MIAMI, FL 33130  
(address)

to furnish all materials, equipment, and labor and to perform all the Work in accordance with the Contract Documents for:

“Roadway Resurfacing and Miscellaneous Drainage Improvements”

TO: Town of Cutler Bay  
Attention: Town Clerk  
10720 Caribbean Blvd., Suite # 105  
Cutler Bay, Florida 33189

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid of the Agreement to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Agreement, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Agreement with the Town in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools,

apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Agreement, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Agreement.

The Bidder agrees to execute the Agreement and furnish the executed Agreement, all required bonds, insurance certificates, and other required information to Town within ten (10) ten calendar days after written notice of the Award of contract. Failure on the part of the Bidder to timely comply with this provision shall give Town all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Agreement and the Town. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Agreement exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

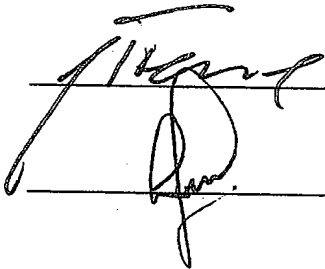
It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Agreement execution.

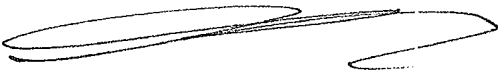
In no event shall Town be obligated to pay for Work not performed or materials not furnished.

Bidder's Certificate of Competency No. GGC- 1507453

Bidder's Occupational License No. 452 VTC

WITNESS

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

By:   
\_\_\_\_\_  
Signature of Authorized Agent

(SEAL)



**CONTRACT  
DOCUMENTS  
ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.3  
BID FORM**

**TOTAL BID FORM**

The following Bid is presented to assist the Town in evaluating the Bid. The Total Bid Amount will include all items described in the Section 5 of the Bid Documents (Detailed Specifications). Payment shall be made on the basis of Work actually performed and completed. This will be a work order type of contract providing Resurfacing to Roadways throughout the Town on an as needed basis.

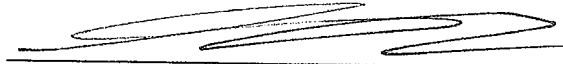
**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT**

\$ 558,667.75 *Per*

TOTAL BID AMOUNT (IN WORDS) Five hundred fifty eight thousand six  
hundred sixty seven AND 75/100 dollars *MF*

Taxpayer Identification Number: 65-0829090

BIDDER: ENVIRONMENTAL SERVICES GROUP, INC  
(Company Name)

  
(Signature of Authorized Representative)

Eduardo J. Barba  
(Printed Name and Title)

4 SE First Street, Miami, FL 33130  
(Company Address)

305-637-9665  
(Company Phone Number)



**TOWN OF CUTLER BAY**  
**ITB # 09-06**

**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID FORM**

The following Bid Form is presented to assist the Town in evaluating the Bid. After Award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. This portion of the work will be a work order type contract providing Roadway and Drainage improvements throughout the Town on an as needed basis.

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Value</u>
101-1-1	Mobilization	15	EA	.01	.15
101-2	Emergency Response	10	EA	.01	.10
102-1	Maintenance of Traffic	15	EA	2.50	<del>37.50</del> 37.50
104-10	Baled Hay or Straw or Filter Fabric Inlet Protection – Per Inlet	15	EA	5.00	75.00
110-1-1	Clearing and Grubbing	15	EA	50.00	750.00
119-01	Driveway Restoration (Concrete/Stamped)	50	SY	25.00	1,250.00
119-02	Driveway Restoration (Pavers)	50	SY	25.00	1,250.00
327-70-1	Milling Existing Asphalt Pavement (1" Average Depth)	10,000	SY	1.85	18,500.00
331-2	Type S Asphaltic Concrete (as directed)	500	SY	<del>5.75</del> 13.75	<del>287.50</del> 6,875.00
331-72	Type S-3 Asphalt Concrete Surface Course (3/4")	50,000	SY	<del>5.75</del> 5.55	<del>287.50</del> 2,775.00
380-1	Pothole Repairs- (Average Size 3' x 3')	60	SY	18.50	1,110.00
425-1	Inlets (Ditch Bottom – Type C)	10	EA	2,000.00	20,000.00
425-2	Manholes (Type P-7)	10	EA	2,660.00	26,600.00
425-3	Inlets (Curb – Type P-6)	10	EA	3,200.00	32,000.00
425-4	Core Drilling Existing Inlets	10	EA	100.00	1,000.00

SIB  
37.50  
Not  
37.50  
No

875.00 JK

55

425-6 (A)	Adjusting Valve Boxes	15	EA	100 <sup>°</sup>	1,500 <sup>°</sup>
425-6 (B)	Adjusting Manholes	10	EA	500 <sup>°</sup>	5,000 <sup>°</sup>
430-99	18-inch Solid HDPE pipe	100	LF	48 <sup>°</sup>	4,000
443-70	French Drain (18-inch HDPE)	500	LF	12.5 <sup>°</sup>	6,250 <sup>°</sup>
FDOT #	15- inch solid HDPE pipe	100	LF	30 <sup>°</sup>	3,000 <sup>°</sup>
522-1	Concrete Sidewalk (4" – Class I)	200	SY	45 <sup>°</sup>	9,000
522-2	Concrete Sidewalk (6" – Class I)	200	SY	46 <sup>°</sup>	9,200 <sup>°</sup>
520-1	Concrete Curb and Gutter (Type F)	200	LF	25 <sup>°</sup>	5,000 <sup>°</sup>
520-2	Concrete Curb (Type D)	200	LF	14.00	2,800
SR-1	Swale Restoration	15	EA	250 <sup>°</sup>	3,750
FDOT #	Raised Pavement Markers	1,500	EA	6 <sup>°</sup>	9,000 <sup>°</sup>
711-1	Traffic Stripe (6"), Thermoplastic	8000	LF	1.01	8,080 <sup>°</sup>
FDOT #	24" Thermoplastic Stop Bar, including 50 LF double yellow thermoplastic	100	EA	100	10,000
711-4	Directional Arrows, Thermoplastic	6	EA	150 <sup>°</sup>	900 <sup>°</sup>
710-8	Solid Traffic Marking, Thermoplastic	800	SF	3.00	2,400
737-7	Advanced Utility Exploration (soft Digs)	8	EA	75 <sup>°</sup>	600
A-1	Allowances	1	LS	\$15,000	\$15,000

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT

\$ ~~562,380.25~~ 558,667.75

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT (IN WORDS)

(see above)

~~Five Hundred & Sixty Two Thousand Three Hundred and Eighty 25/100~~

Bid Item Notes:

1. Bid Item 101-1-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. A detail of the sign is included in the plans. Shop drawings must be submitted for approval prior to ordering the projects signs. Photos of the actual project signs must be submitted for approval prior to installation of the project signs.
2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project.
3. Bid Item 110-1-1 is a lump sum pay item that includes the removal and disposal of all existing asphalt/concrete pavement and soil/planting as required for the project.
4. Bid Item 119-02 is a square yard pay item that includes all work associated with repairing or replacing concrete driveway aprons including disposal of all concrete removed. This pay item also includes matching stamped concrete driveway aprons and existing driveway apron colors.
5. Bid Item 119-2 is a square yard pay item that includes all work associated with repairing or replacing paver driveway aprons including disposal of all pavers removed.
6. Bid Item 331-2 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 443-70 and 430-99 for bidding purposes, an average asphalt thickness of one (1) inch shall be used.
7. Bid Item 331-72 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 443-70 and 430-99.
8. Bid Item 380-1 includes responding to pothole repair, within 48 hours of notification from the Town. The repair includes all work such as removal and replacement of existing base and asphalt for a complete and accepted pothole repair.
9. Bid Items 430-99 and 443-70 includes all costs associated with the trench excavation, protection of trench, management of excavated material, trench backfill and compaction, testing, and asphalt restoration per the plans and details.
10. Bid Items 425-1, 425-2, 425-3 and 425-4 includes all costs associated with installing inlets and manholes, modifying/core drilling existing inlets, and all drainage pipe connections per the plans.
11. Bid Item 737-71 includes all necessary advanced explorations to verify and determine existing pipe invert elevations, material, and locations where conflicts with the proposed drainage system may occur (soft digs). Work shall also include verification and determination of interior dimensions and elevations (including pipe inverts) of any existing affected drainage structure. If a conflict is determined or a discrepancy with the plans is found, the Contractor is to notify the Engineer and provide all pertinent field information to assist the resolution of the conflict. This work is to be carried out in advance of construction.

12. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to drainage work including but not limited to pipe culvert, French drain, catch basins, etc. Any swale areas impacted by the contractor outside of drainage work such as asphalt overlay, pavement markings, etc. will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to new sod, landscaping, trees, excavation, new fill, grading, irrigation, driveway aprons, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town. For bidding purposes, a swale restoration area of 250 square yards in a typical single family residential neighborhood shall be used as the basis for each swale restoration.

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT

\$ ~~562,300.25~~ 558,667.75 <sup>SIB</sup>

TOTAL BID AMOUNT (IN WORDS)

~~Five Hundred and Sixty Two Thousand Three~~  
~~Hundred and Eighty 25/100~~



**CONTRACT  
DOCUMENTS  
ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.4  
DETAILED  
SPECIFICATIONS AS  
INCLUDED IN THIS  
PACKAGE AND AS  
REFERENCED**

**TOWN OF CUTLER BAY**  
**ITB # 09-06**  
**SECTION 5**

**ROADWAY RESURFACING**  
**DETAILED SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS INDEX**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGES</u></b>
<b><u>ROADWAY DIVISION I:</u></b>		
	Special Provisions	24
01020	Allowances	25-27
01030	Swale Restoration and Audio Visual Preconstruction Record	28-29
15200	Utility Relocations	30-32
 <b><u>ROADWAY DIVISION II:</u></b>		
101	Mobilization	33
102	Maintenance of Traffic	34-35
104	Prevention, Control, and Abatement of Erosion and Water Pollution	36-37
300	Prime and Tack Coat for Base And Surface Course	38
380	Pothole Repairs	39-40
425	Inlets, Manholes and Junction Boxes	41

**DIVISION I**  
**SPECIAL PROVISIONS**  
**FOR**  
**Roadway Resurfacing,**  
**IN**  
**THE TOWN OF CUTLER BAY**  
**ITB # 09-06**

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Town of Cutler Bay.

It is the intent to include Division I of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" as referenced above as a supplement to the General Conditions (Engineers Joint Contract Documents Committee) and Supplementary Conditions for the Agreement.

Further the applicable portions of the Town of Cutler Bay Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are located in Division II.

## SECTION 01020

### ALLOWANCES

#### **PART 1 SCOPE OF WORK**

##### **1.01 DEFINITION**

- A. Included in the Agreement Sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Town may deem necessary if ordered and authorized by the Town in accordance with the Contract Documents.

##### **1.02 ALLOWANCE ACCOUNT**

- A. Monies in the allocation account will be used upon issuance of work authorizations for over run of unit bid items provided such over runs are pre-approved in writing by the Town.
- B. At the closeout of the Agreement, monies remaining in the allowance account will be credited to the Town by change order.

##### **1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES**

- A. Town Engineer's Duties:
  - 1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
  - 2. Make selection in consultation with the Town. Obtain Town's written decision, designating:
    - a. Product, model and/or class of materials.
    - b. Accessories and attachments.
    - c. Supplier and installer as applicable.
    - d. Cost to Contractor, delivered to the site or installed, as applicable.
    - e. Warranties
    - f. Quantities
  - 3. Transmit Town's decision to the Contractor.
  - 4. Prepare work authorizations or change orders.



B. Contractor's Duties:

1. Assist Town Engineer and the Town in determining qualified suppliers, quantities or subcontractor.
2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Town Engineer promptly of:
  - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
  - b. Any effect on the construction schedule anticipated by selection under consideration.

**1.04**

**CONTRACTOR RESPONSIBILITY FOR PURCHASE,  
DELIVERY AND INSTALLATION**

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.
- G. Noise Control
  1. Contractor will use discretion whenever engaging in activities that might produce excessive noise and disturb residents in and around work areas.
  2. The Town shall have the right to impose reasonable limitations on the Contractor to prevent excessive noise and disturb residents in and around work areas.

- H. Access to Property: The Contractor shall at all times maintain meaningful access to a given property for residents of that property.
- I. Staging of Work: All staging for work by the Contractor within the Town shall be first approved by the Town's department of public works.

**1.05 ADJUSTMENT OF COSTS**

- A. Should the net cost be more or less than the specified amount of the allowance, the Agreement Sum will be adjusted accordingly by change order. Should the Work be changed by change order:
  - 1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
  - 2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the Work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

**PART 2 PRODUCTS**  
Not Used

**PART 3 EXECUTION**  
**3.01 MEASURE AND PAYMENT**

- A. The cost shall include a fixed amount per the Bid Form.
- B. Use of the allocation account shall be for unforeseeable conditions, for construction changes and for availability adjustments, if ordered and authorized by the Town. At the closeout of the Agreement, monies remaining in the contingency allowance will be credited to the Town by change order.
- C. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

**END OF SECTION**

## SECTION 01030

### Swale Restoration and Audio Visual Preconstruction Record

#### PART 1 SCOPE OF WORK

##### 1.01 DEFINITION

- A. Included in the Agreement Sum is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to drainage work including but not limited to pipe culvert, French drain, catch basins, etc. Any swale areas impacted by the Contractor outside of drainage work such as asphalt overlay, pavement markings, etc. will be restored by the Contractor at no additional cost to the Town. The pay item includes but is not limited to new sod, landscaping, trees, excavation, new fill, grading, irrigation, driveway aprons, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction.
- B. The Contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.

##### 1.02 SITE RESTORATION

- A. The Contractor shall remove all excess material and shall clean up and restore the swale area impacted by any construction activity adjacent to drainage work to its original condition or better. All damage to swale areas, as a result of the Work under this Agreement, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled or stabilized areas or driveways, and including all obstructions not specifically named herein, shall be repaired or replaced, as determined by the Town Engineer. Site restoration shall be done in a timely manner as the Work progresses.

##### 1.03 AUDIO-VISUAL PRECONSTRUCTION RECORD

- A. Prior to beginning the Work, the Contractor shall have a continuous color audio-video recording taken along the entire length of the project, where construction will be performed, to serve as a record of preconstruction conditions. No construction shall begin prior to review and approval of the audio-video covering the construction area by the Town Engineer. The Town Engineer shall have the authority to reject all or any portion of the audio-video not conforming to the specifications and order that it be redone at no

additional charge. The Contractor shall reschedule the unacceptable coverage within five (5) days after being notified.

- B. The Contractor shall provide the Town Engineer and the Town with one complete set of disks for each project area.
- C. All equipment, accessories, materials and labor to perform this service shall be furnished by the Contractor.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

**3.01 MEASURE AND PAYMENT**

- A. Compensation for the swale restoration as described on the plans and in this specification shall be included in the lump sum price bid for Swale Restoration.
- B. Compensation for the audio-video preconstruction record shall be included in the lump sum price bid for Swale Restoration Pay Item SR-1.

**END OF SECTION**

## **SECTION 15200**

### **UTILITY RELOCATIONS**

#### **PART 1 SCOPE OF WORK**

##### **1.01 DEFINITION**

- A. Included in the Agreement Sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. The Contractor shall verify the location of existing utilities prior to installing proposed drainage pipe and French drain. If a conflict between the proposed drainage pipe location and the existing utility is identified, that can not be avoided by adjusting the elevations of the pipe, the Contractor shall immediately notify the Town Engineer. Upon direction from the Town Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.

##### **1.02 ALLOWANCE ACCOUNT**

- A. Monies in the allocation account will be used on issuance of a work authorization, pre-approved in writing by the Town throughout.
- B. At the closeout of the Agreement, monies remaining in the allowance account will be credited to the Town by change order.

##### **1.03 PROCEDURE FOR COMPLETING UTILITY RELOCATIONS**

- A. Town Engineer's Duties:
  - 1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed drainage pipe or French drain.
  - 2. Provide written authorization to request cost estimate.
  - 3. Transmit Town's decision to the Contractor.
  - 4. Prepare work authorization.

B. Contractor's Duties:

1. Identify potential conflicts between proposed drainage pipe or French drain and existing utilities by verifying utility locations in the field prior to installation of proposed drainage pipe and notify Town Engineer of conflicts immediately upon discovery. The Contractor and Town Engineer shall explore options to avoid the conflicts with the utilities as the first step.
2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Town Engineer and provide copies of the requested information to the Town Engineer upon receipt.
3. If authorized by Town Engineer, coordinate with provider to have utility relocations/deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections.
4. Notify Town Engineer promptly of:
  - a. Any effect on the construction schedule anticipated as a result of utility relocation/deflection.

**1.05 ADJUSTMENT OF COSTS**

- A. Should the net cost be more or less than the specified amount of the allowance, the Agreement Sum will be adjusted accordingly by change order. Should work be changed by change order:
1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
  2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the Work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At Agreement closeout, reflect all approved changes in contract amounts in the final statement of accounting.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

**3.01 MEASURE AND PAYMENT**

- C. Included in the Agreement Sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. At the closeout of the contract, monies remaining in the allowance account shall be credited to the Town by change order.
- D. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

**END OF SECTION**

**[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]**

**DIVISION II  
SECTION 101  
MOBILIZATION**

**PART 1 GENERAL**

**1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

**1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 101-1 Description**

This section is expanded to include the following:

The Town intends to utilize the miscellaneous roadway and drainage portion in this Agreement on an as-needed basis. As the need for the units identified in this project is identified by the Town, the Town will inform the Contractor of the need for its services. It is the intent of this project that the Contractor will be required to mobilize up to ten (10) times for pothole repairs and five (5) times for drainage and/or resurfacing improvements. However, this is only an estimate and the Town reserves the right to request additional Work. Mobilization includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding and shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. The contractor shall mobilize within twenty (20) calendar days of the receipt of the work authorization.

All cost for work, materials, permits, permit fees, and incidental costs as specified above are to be included in the cost of other bid items. There will be no specific payment for Mobilization.

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF SECTION**



## SECTION 102

### MAINTENANCE OF TRAFFIC

#### PART 1 GENERAL

##### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 102-1.1 Description** This section is expanded to include the following:

Beginning two weeks prior to any construction, the Contractor shall provide written updates to the Town Engineer of anticipated construction activity, timing, location, and anticipated disruptions due to occur during the next two (2) weeks. This update shall be provided to the Town Engineer no later than noon each Friday for use, by the Town Engineer and Town, in assisting the Contractor to inform the residents of pending disruptions. However, this does not relieve the Contractor of any and all reasonable communications with the affected property owners.

The Contractor may be asked to attend meetings with the Property Owners and offer his opinions during the course of the meeting, but the Town Engineer will chair the meeting.

**Article 102-4.1 Where Required** – This sub-article is amended to include:

Except as delineated in the Contract Documents, traffic may be detoured only upon approval of the Town and the Florida Department of Transportation (for State Roads).

#### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

All cost for work, materials, permits and incidental costs as specified above are to be included in the cost of other bid items. There will be no specific payment for Maintenance of Traffic.

**END OF SECTION**

## **SECTION 104**

### **PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2000 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### **1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

###### **Article 104-5 Preconstruction Conference**

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit requirements for the project, submitting the required documents to the U.S. Environmental Protection Agency (EPA) pursuant to the requirements of 40 CFR Part 122.26. This would include, but not be limited to, completing and submitting a Notice of Intent (NOI) and a Notice of Termination (NOT) to the U.S. EPA in accordance with the project schedule. Copies of the preprinted forms are attached as Appendix A.

Refusal by the Contractor to place its signature on any required documents or certification statements will be considered as a default of the Agreement. The Contractor that performs any earth disturbing activities in the absence of any required signed documents or certifications statements may also be considered by the U.S. EPA to be in violation of the Clean Air Act.

The Contractor shall furnish the Town Engineer the name and telephone number of the person who will be responsible for monitoring and maintaining the erosion control devices.

The Contractor shall be responsible for compliance with the approved Erosion Control Plan.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF SECTION**

## **SECTION 300**

### **PRIME AND TACK COAT FOR BASE AND SURFACE COURSE**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### **1.03 SUPPLEMENTAL TECHNICAL SPECIFICATION**

###### **Article 300-9 – Basis of Payment**

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the Agreement unit price either per ton or per square yard of base or asphalt pavement or in the unit price for pothole repair.

#### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

#### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF SECTION**

**SECTION 380**  
**POTHOLE REPAIRS**

**PART 1 GENERAL**

**1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

**380-1 Description.**

The work specified in this Section consists of the construction of pothole repairs.

**380-2 Materials.**

The asphaltic concrete shall be Type II and the base material shall be a stabilized limerock.

**380-3 Construction.**

**380-3.1 General:** The Contractor shall furnish all labor, materials and equipment required to construct pothole repairs. All required permits associated with the construction of the potholes including, but not limited to the Florida Department of Transportation and (FDOT) and the Town of Cutler Bay are to be obtained by the Contractor. All permit fees and other costs shall be paid by the Contractor and included in the unit prices outlined below.

**380-3.2 Removal of existing asphalt:** The Contractor shall be responsible for the saw cutting and removal of the existing asphalt and other loose debris from the site. All material that is removed from the site shall become the property of the Contractor and shall be disposed of in a legal landfill or other site owned by the Contractor.

**380-3.3 Reworking of limerock base:** The Contractor shall remove the existing limerock base to a point as outlined in the detail. After the removal of the existing limerock base, the Contractor shall rework the existing limerock base and include additional limerock base to bring the level of the hole up to the

surrounding elevation. The reworked limerock base shall be compacted in accordance with Section 210 of the Specifications Detailed.

**380-3.4 Replacing asphalt concrete:** The Contractor shall, upon completion of reworking of the limerock base, replace the asphalt concrete. The asphalt concrete shall be Type II and installed as per the Detailed Specifications including the requirement for a tack coat.

**380-4 Basis of Measurement.**

The quantities to be paid for under this Section shall be the actual quantities installed, measured as each pothole repair tested and accepted.

**380-5 Basis of Payment.**

**380-5.1 General:** The quantities, determined as provided above, shall be paid for at the Agreement unit price per each pothole repair. Such prices and payment shall be full compensation for all work specified in this Section including mobilization, maintenance of traffic, removal of existing material from the site, permits, and coordination.

**380-5.2 Payment:**

Payment shall be made under:

Item No. 380-1 - Pothole Repair – Per Each

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF SECTION**

## SECTION 425

### INLETS, MANHOLES AND JUNCTION BOXES

#### PART 1 GENERAL

##### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### 1.04 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 425-6.8 Adjusting Existing Structures** – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this Work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

#### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

#### PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF SECTION**





**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.5.**

**CONE OF  
SILENCE/CAMPAIGN  
CONTRIBUTION  
ORDINANCE/LOBBYIST  
REGISTRATION  
REQUIREMENTS**

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

Vendors' Campaign Contribution Disclosure:

1. General requirements:

(A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.

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

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

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

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

2. Disqualification

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

- 1.26 **CONE OF SILENCE-** Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

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

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

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

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) communications with the Town Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to Town Code;
- (9) responses to the Town's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all

communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

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

**[THIS SPACE LEFT BLANK INTENTIONALLY]**



**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.6.  
ADDENDUM  
ACKNOWLEDGEMENT**





**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.7.  
ANTI-KICKBACK  
AFFIDAVIT**

TOWN OF CUTLER BAY

SECTION 7

ANTI-KICKBACK AFFIDAVIT

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

Title: V.P. C.O.O.

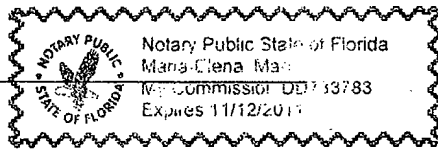
Sworn and subscribed before this

27 day of February 2009

Maria Elena Martin  
Notary Public, State of Florida

Maria Elena Martin  
(Printed Name)

My commission expires: \_\_\_\_\_



END OF SECTION





**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.8.  
NON-COLLUSIVE  
AFFIDAVIT**

TOWN OF CUTLER BAY

SECTION 8

NON-COLLUSIVE AFFIDAVIT

State of Florida }  
County of Miami Dade } SS:

\_\_\_\_\_ being first duly sworn, deposes and says that:

- a) He/she is the Eduardo J. Barber (Owner, Partner, Officer Representative or Agent) Envirowaste Sol. Corp., the Bidder that has submitted the attached Bid;
- b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;
- c) Such Bid is genuine and is not collusive or a sham Bid;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

**The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Eduardo Barber  
(Printed Name)  
V.P. C.O.O.  
(Title)





**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.9.  
SWORN STATEMENT**

TOWN OF CUTLER BAY

SECTION 10

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

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

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

by Eduardo J. Barba  
[print individual's name and title]

for ENVIROWASTE Services Group, Inc  
[print name of entity submitting sworn statement]

whose business address is

4 SE First Street  
Miami, FL 33130

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0829090

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

order]

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



Signature of Entity Submitting Sworn Statement

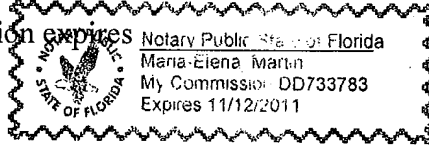
Sworn to and subscribed before me this 24 day of Feb, 2009.

Personally known  Eduardo J. Barba

OR produced identification \_\_\_\_\_ Notary Public – State of Florida

(type of identification)

My commission expires \_\_\_\_\_ Notary Public State of Florida  
Maria Elena Martin  
My Commission: DD733783  
Expires 11/12/2011



Maria E Martin

(Printed, typed or stamped Commissioned name notary public)

END OF SECTION



**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.10.  
DRUG FREE  
WORKPLACE FORM**







**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.11.  
QUALIFICATION  
STATEMENT**

TOWN OF CUTLER BAY

SECTION 11

SUPPLEMENT TO BID/TENDER FORM

THIS FORM MUST BE SUBMITTED ALONG WITH BID IN ORDER FOR BID TO BE DEEMED RESPONSIVE (ALTHOUGH IT IS NOT THE SOLE CRITERION FOR RESPONSIVENESS).

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail. *HORIZONTAL CONTRACTING FIRM*
  
2. The address of the principal place of business is: *4 SE First Street  
Miami, FL 33130*
  
3. Company telephone number: *305-637-9665*
  
4. Number of employees: *100*
  
5. Number of employees assigned to this project: *10 - 20*

6. Company Identification numbers for the Internal Revenue Service:

FED. ID 65 - 0829090

7. Miami-Dade County and the Town of Cutler Bay Occupational License Number, if applicable, and expiration date.

CERTIFIED

GENERAL CONTRACTOR

STATE OF FLORIDA - CGC-1507453

8. How many years has your organization been in business? 10

9. What similar engagements is your company presently working on?

CITY OF MIAMI BEACH.  
HORIZONTAL JOB ORDER CONTRACT  
\$10,000,000 Budget  
APRIL 2008 TO APRIL 2013

10. Have you ever failed to complete any work awarded to you? If so, where and why? NO

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

City of Miami Beach, Asstn. Public Works Director

11.1. Mike Alvarez, 1700 Convention Ctr. Dr., Miami Bch., FL 33139  
(name) (address) (phone #) 305-673-7080

11.2. Miami Lakes Asstn. Public Works Director  
OSDELL LAZREA, 15700 NW 66 AV., Miami Lakes, FL 33014  
(name) (address) (phone #) 305-364-6100

11.3. FDOT - 42541517201 "Collapsed Pipe Repair Biscayne Blvd.  
(name) (address) (phone #)

Enrique Tamayo, Tamayo Engineering, 8101 Biscayne Blvd.  
Suite 417, Miami, FL 33138 Tel. 305-762-7177

12. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE OF COMPLETION</u>	<u>% OF COMPLETION TO DATE</u>
------------------------	--------------	-----------------------------	--------------------------------------	--------------------------------

Please see ATTACHED

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?

YES

14. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

Asphalt Paving: ~~Charlotte Frymeyer Paving Inc.~~ <sup>JF</sup>  
 30% General Asphalt Co.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

15. What equipment do you own that is available for the work?

Please See Attached List

16. What equipment will you purchase for the proposed work?

NONE

17. What equipment will you rent for the proposed work?

NONE

18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work. MIKE GARCIA - has been with ESG since 9/2008. Since that time Mike has managed installation of drainage for the projects listed in item # 11. With City of Miami Beach, there have been several. The largest 8" sanitary sewer 360 LF; for FDOT Mike installed\*

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

19.1 The correct name of the Bidder is: ENVIRONMENTAL SERVICES GROUP, INC.

19.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).

\* 300 LF of new pipe in emergency work order for FDOT on Biscayne Blvd. In Miami Lakes Mike installed 500 LF of French Drain HDPE. All projects required MOT, ROW Permitting & Roadway Restoration.

19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: **B. RAFAEL BARBA, RALPH D. BARBA, EDUARDO J. BARBA, JULIO FOJON**

19.4. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. **NONE**

19.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

**NONE**

19.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

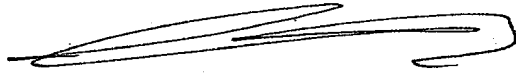
**NONE**

19.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

**NONE**

NAME

RELATIONSHIPS

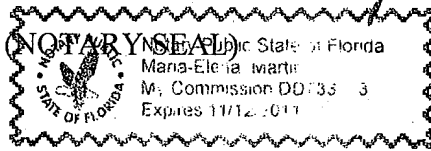


Signature of entity submitting supplement form

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

The foregoing instrument was acknowledged before me this 24 day of February, 2009, by Eduardo J. Barba who is personally known to me or who has produced as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 24 day of February, 2009.



(Signature of person taking acknowledgment)

END OF SECTION





**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.12.  
PERFORMANCE BOND**

**TOWN OF CUTLER BAY**

**SECTION 12**  
**PERFORMANCE BOND**  
Bond No. 21BCSEX6674

---

**PROJECT TITLE:** Roadway Resurfacing, Drainage Improvement and Miscellaneous Roadway Repairs (the "Project")

**CONTRACTOR:** Envirowaste Services Group, Inc.

**AGREEMENT NO:** ITB#09-06

**AGREEMENT DATED:**

---

STATE OF                    § Florida  
                                  § \_\_\_\_\_  
COUNTY OF             § Miami Dade  
                                  § \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, Envirowaste Services Group, Inc. of the Town of Cutler Bay, County of Miami-Dade, and State of Florida, as Principal, and Hartford Fire Insurance Company, authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto The Town of Cutler Bay, as Obligee, in the penal sum of Five Hundred Fifty Eight Thousand Six Dollars (\$558,667.75) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2009, for the construction of the Public Works Improvements (the "Agreement"), which Agreement is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Agreement and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Agreement, Obligee having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

- (1) Complete the Agreement in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completion of the Agreement in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if Oblige elects, upon determination by Oblige and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Agreement in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Agreement price" as used in this Bond, shall mean the total amount payable by Oblige to Principal under the Agreement and amendments thereto, less the amount paid by Oblige to Principal and less amounts withheld by Oblige pursuant to its rights under the Agreement.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder and further agrees to all of the terms contained in the Agreement.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, successors, executors or administrators of the Oblige.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Witness: *[Signature]*

Principal  
Envirowaste Services Group, Inc.

By: *[Signature]*

Name: Eduardo Barba  
(Print)

Title: Vice President, S.O.O.

Address: 4 SE 1st Street

Miami, FL 33131

Witness: *[Signature]*

Surety  
Hartford Fire Insurance Company

By: *[Signature]*

Name: Michael Bonet  
(Print)

Title: Attorney-In-Fact & Florida Resident Agent

Address: 400 International Parkway, Ste. 425

Heathrow, FL 32746

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4  
P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115  
call: 888-266-3488 or fax: 860-757-5835  
Agency Code: 21-220438

KNOW ALL PERSONS BY THESE PRESENTS THAT:

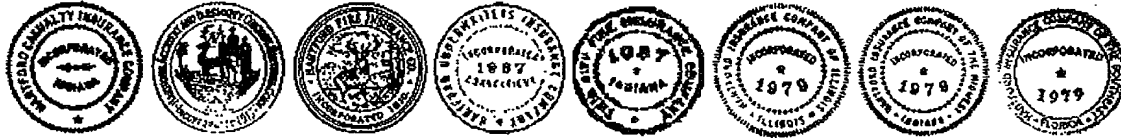
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*F. Berry Hayley, David Aaron French, Robert P. Hollander, Antonio Arias, Nancy Ellen Batista, Michael A. Bonet, Michael A. Holmes*  
of  
*Miami Lakes, FL*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholz*

Paul A. Bergenholz, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 1<sup>st</sup> day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public  
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President



**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.13.  
PAYMENT BOND**

This is the *front page* of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05

Surety Name: HARTFORD FIRE INSURANCE COMPANY  
400 INTERNATIONAL PARKWAY, STE. 425  
HEATHROW, FL 32746  
800-824-1732

Bond Number: 21BCSEX6674

Contractor Name: ENVIROWASTE SERVICES GROUP INC  
5931 SW 88TH STREET  
MIAMI, FL, 33156  
305-637-9665

Owner Name: THE TOWN OF CUTLER BAY  
10720 CARIBBEAN BLVD., STE. 105  
CUTLER BAY, FL 33189  
305-234-4262

Project Number: ITB#09-06

Project Description: ROADWAY RESURFACING, DRAINAGE  
IMPROVEMENT AND MISCELLANEOUS ROADWAY  
REPAIRS.

Project Address: THE TOWN OF CUTLER BAY  
MIAMI DADE COUNTY, FL

Legal Description of Property: ROADWAY RESURFACING, DRAINAGE  
IMPROVEMENT AND MISCELLANEOUS ROADWAY  
REPAIRS.

This is the *front page* of the bond. All other pages are subsequent regardless of the pre-printed numbers.

The name and address of the Resident Agent for service of process on Surety is:

Name: Michael Bonet of Brown & Brown of Florida, Inc.

Address: 8000 Governors Sq. Blvd., Miami Lakes, FL 33016

Phone: 305-364-7800

**SECTION 12**  
**PAYMENT BOND**

**PROJECT TITLE: Roadway Resurfacing, Drainage Improvement and Miscellaneous Roadway Repairs (the "Project")**

**CONTRACTOR: Envirowaste Services Group, Inc.**

**AGREEMENT NO: ITB#09-06                      AGREEMENT DATED:**

STATE OF                                    § Florida  
   § \_\_\_\_\_  
COUNTY OF                                § Miami Dade  
   § \_\_\_\_\_

BY THIS BOND (the "Bond"), We as Envirowaste Services Group, Inc., called CONTRACTOR; and Hartford Fire Insurance Company, hereinafter called SURETY, are bound to TOWN OF CUTLER BAY, FLORIDA, a Florida municipal corporation, hereinafter called Town, in the amount of Five Hundred Fifty Eight Thousand Six Hundred Sixty Seven and 75/100 Dollars for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written Agreement entered into by CONTRACTOR and Town, for the following:

Agreement Title:

**(the "Project")**  
**Roadway Resurfacing, Drainage Improvement**  
**and Miscellaneous Roadway Repairs**

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Agreement;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Agreement or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the Town.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WHEN THE PRINCIPAL IS AN **INDIVIDUAL**: N/A

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Business Address

WHEN THE PRINCIPAL OPERATES UNDER A **TRADE NAME**: N/A

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

Business Name and Address

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
Signature of Individual

WHEN A **PARTNERSHIP**: N/A

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

\_\_\_\_\_



(Witness)

Name and Address of Partnership

(Witness)

By: \_\_\_\_\_  
(Partner)

**WHEN THE PRINCIPAL IS A CORPORATION:**

**ATTEST:**

(Corporate Seal)

Envirowaste Services Group, Inc.

(Corporate PRINCIPAL Name)

4 SE 1st Street  
Miami, FL 33131

Business Address

*[Signature]*  
Secretary

By: *[Signature]*  
President

**ATTEST:**

(Surety Seal)

Hartford Fire Insurance Company

(Corporate SURETY)

400 International Parkway, Ste. 425  
Heathrow, FL 32746  
Business Address

See Power of Attorney Attached  
(Secretary)

By: *[Signature]*  
(Surety) Michael Bonet, Attorney-In-Fact  
*[Signature]*  
Florida Resident Agent - Michael Bonet

**ATTORNEY-IN-FACT**

By: *[Signature]*

Name Michael Bonet, Attorney-In-Fact  
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

**ATTACH** a certified copy of Power-of-Authority appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

**END OF SECTION**

**[THIS SPACE LEFT INTENTIONALLY BLANK]**

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-220438

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

F. Berry Hayley, David Aaron French, Robert P. Hollander, Antonio Arias, Nancy Ellen Batista, Michael A. Bonet, Michael A. Holmes  
of  
Miami Lakes, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 1<sup>st</sup> day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President



**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.14.  
NOTICE OF INTENT TO  
AWARD**



**Public Works Department**

Rafael G. Casals  
Public Works Director

April 21, 2009

Envirowaste Services Group, Inc.  
Attn: Eduardo J. Barba  
4 SE 1 Street  
Miami, FL 33131

**“NOTICE OF INTENT TO AWARD”**

Project: Roadway Resurfacing & Miscellaneous Drainage (the “Project”)  
Town of Cutler Bay – ITB # 09-06

Dear Mr. Barba:

This is to advise that the Town of Cutler Bay intends to award the Contract for the above referenced “Project” as a result of your total Bid of five hundred fifty eight thousand six hundred sixty seven and 75/100 dollars (\$ 558,667.75) submitted to the Town of Cutler Bay as a result of the Invitation to Bid # 09-06, opened on February 27, 2009. Please find attached Town Resolution # 09-31, adopted by the Town Council on April 15, 2009 – awarding the “Project”.

Three (3) sets of the Contract Documents for this “Project” are attached. Each set contains an unexecuted Contract and the requirement for providing the Performance and Payment Bonds for the “Project”. Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contract and return to our office within ten (10) business days for final execution by the Town.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Instructions to Bidders, as stated in the ITB # 09-06 requirements.

If you have any questions, please feel free to contact me directly at (305) 234-4262.

Sincerely yours,

Rafael G. Casals  
Public Works Director

TAB 3

**RESOLUTION NO. 10-\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING THE COMMUNITIES FOR A LIFETIME INITIATIVE AND URGING COMMUNITY LEADERS AND RESIDENTS TO WORK TOGETHER TO PLAN FOR THE MOST EFFECTIVE USE OF EXISTING FUNDING TO ACHIEVE THE COMMUNITIES FOR A LIFETIME GOALS AND BENEFITS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Department of Elderly Affairs' Communities for a Lifetime initiative seeks to make Florida a friendlier place to live for people of all ages, that they may be as independent as long as possible, and remain in their homes and in the communities they love; and

**WHEREAS**, the State of Florida has the highest percentage of elders of any state in the nation and our elder population will continue to increase, reaching numbers without precedent in the first part of the 21st Century; and

**WHEREAS**, in order to allow all residents to maintain their dignity, security and independence, communities must evaluate, assess and modify their infrastructure to create a Community for a Lifetime; and

**WHEREAS**, the Town and the Florida Department of Elder Affairs share the vision and responsibility to improve the life of all citizens so they can prepare for and enjoy aging in place throughout their life; and

**WHEREAS**, in order to achieve our mutual goals, cities and counties should begin to build together a place free of physical, emotional, and social barriers; and

**WHEREAS**, as such, the Town Council supports the Communities for a Lifetime initiative and urges community leaders and residents to work together to plan for the most effective use of existing funding to achieve the Communities for a Lifetime goals and benefits; and

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

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

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

**Section 2. Communities for a Lifetime initiative.** The Town Council hereby supports the Communities for a Lifetime initiative and urges community leaders and residents to work together to plan for the most effective use of existing funding to achieve the Communities for a Lifetime goals and benefits .

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
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

Motion 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 4

RESOLUTION NO. 10-\_\_\_\_

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AMENDING RESOLUTION 07-41 TO ADD AN AT-LARGE COMMITTEE MEMBER; DESIGNATING THAT THE ADDITIONAL AT-LARGE COMMITTEE MEMBER SHALL BE COLLECTIVELY APPOINTED BY THE TOWN COUNCIL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on August 15, 2007, the Town of Cutler Bay (the “Town”) Town Council created the Charter High School Committee (the “Committee”) in order to assist the Town Council with evaluating the feasibility of having a Charter High School for the benefit of the residents within the Town; and

**WHEREAS**, the Town Council desires to add an “at-large” Committee member to the Committee; 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.**     **Amending Resolution 07-41.** The Town Council hereby amends Resolution 07-41 relating to the Charter High School Committee (the “Committee”) by adding an at-large Committee member selected by the Town Council.

**Section 3.**     **Selection of At-Large Committee Member.** The additional at-large Committee member shall be selected by the Town Council. The Town Council shall collectively select one (1) Committee member at-large by majority vote. The at-large Committee member shall have voting rights on matters presented and discussed by the Committee.

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Attest:

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

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

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

Moved by:  
Seconded by:

FINAL VOTE AT ADOPTION:

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

TAB 5

**RESOLUTION NO. 10-\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA PROHIBITING THE TOWN'S ISSUANCE OF HONORARY POLICE TYPE OR OTHER CRIMINAL JUSTICE AGENCY BADGES THAT ARE NOT DISPLAYED IN A CLOSED OR MOUNTED CASE AS A COLLECTION OR EXHIBIT; DIRECTING THE TOWN MANAGER TO ENSURE THAT ALL PREVIOUSLY ISSUED TOWN HONORARY POLICE TYPE OR OTHER CRIMINAL JUSTICE AGENCY BADGES ARE DISPLAYED IN A CLOSED OR MOUNTED CASE AS A COLLECTION OR EXHIBIT; DIRECTING THE TOWN MANAGER AND THE TOWN ATTORNEY TO DRAFT AN ORDINANCE TO ACCOMPLISH THE INTENT AND PURPOSE OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, currently within the Town, honorary police type or other criminal justice agency, as defined in Section 943.045, F.S., badges are issued to certain Town staff members and officials; and

**WHEREAS**, the issuance of honorary police type or other criminal justice agency, as defined in Section 943.045, F.S., badges to Town staff or officials may cause confusion for citizens who inadvertently mistake such individuals as a member of the police or other criminal justice agency; and

**WHEREAS**, as such, the Town Council finds it necessary to prohibit the Town's issuance of honorary police type or other criminal justice agency, as defined in Section 943.045, F.S., badges that are not displayed in a closed or mounted case as a collection or exhibit; and

**WHEREAS**, the Town Council directs the Town Manager to ensure that all previously issued Town honorary police type or other criminal justice agency, as defined in Section 943.045, F.S., badges are displayed in a closed or mounted case as a collection or exhibit; and

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

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

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

**Section 2. Honorary Badges Prohibited.** The Town's issuance of honorary police type or criminal justice agency, as defined in Section 943.045, F.S., badges that are not displayed in a closed or mounted case as a collection or exhibit shall be prohibited.

**Section 3. Previously Issued Honorary Badges.** The Town Council hereby directs the Town Manager to ensure that all previously issued Town honorary police type or other criminal justice agency, as defined in Section 943.045, F.S., badges are displayed in a closed or mounted case as a collection or exhibit.

**Section 4. Town Manager and Town Attorney Authorized.** The Town Manager and the Town Attorney are hereby authorized and directed to draft an ordinance to carry out the intent and purpose of this Resolution.

**Section 5. Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
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 6





## Community Development Department

---

David Hennis, AICP  
Community Development Director

# MEMORANDUM

To: Steven J. Alexander, Town Manager

From: David G. Hennis, AICP, and Community Development Director

Date: March 30, 2010

Re: WP-2010-002  
Waiver of Plat: 20001 South Dixie Highway

---

The applicant, 20001 S. Dixie Inc. is requesting a Waiver of Plat approval from the Town for the undeveloped and unplatted property located at 20001 South Dixie Highway. The request has been reviewed for compliance by Miami-Dade County and FDOT prior to its submittal to the Town. Miami-Dade County platting requirements require the Town to review and approve the Waiver of Plat prior to the County's formal acceptance. The proposal is consistent with the Town's Growth Management Plan and Land Development Regulations and does not conflict with the purpose and intent of local subdivision requirements. No dedication, reservations, or improvements are anticipated in connection with the request.

Upon acceptance of the waiver by the County, the applicant intends to construct a 7,260 square foot multi-tenant retail building with 2,019 square feet of colonnade space on-site. The site plan application will be handled administratively, since the site is located within the UCD [Urban Center District].

### STAFF RECOMMENDATION

Town Council approval of the Waiver of Plat request.



**RESOLUTION NO. 10-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING A WAIVER OF PLAT APPROVAL FOR 20001 S. DIXIE INC., LOCATED AT 20001 S. DIXIE HIGHWAY, AS LEGALLY DESCRIBED IN EXHIBIT “A,” CONSISTING OF APPROXIMATELY 26,341 SQUARE FEET, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, 20001 S. Dixie Inc. (the “Applicant”) has applied to the Town for a waiver of plat attached as Exhibit “B,” for property legally described in Exhibit “A”; and

**WHEREAS**, the provisions of Chapter 28 “Subdivisions” of the County Code of Ordinances regulates the subdivision of land in both the incorporated and unincorporated areas of the County; and

**WHEREAS**, Town staff has reviewed the waiver of plat, and has recommended approval because all of the applicable requirements of Chapter 28 “Subdivisions” of the County Code have been fulfilled; and

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

**WHEREAS**, the Town Council finds that the waiver of plat is consistent with the Town’s Comprehensive Plan.

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

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

**Section 2. Approval of Waiver Plat.** Pursuant to the requirements set forth in Chapter 28 “Subdivisions” of the County Code, the requested wavier of plat, attached hereto as Exhibit “B,” is hereby approved.

**Section 3. Violation.** The Miami-Dade County Code of Ordinances, as applicable to the Town, functions as the Town’s Code of Ordinances (the “Town Code”). Failure to adhere to the terms of approval shall be considered a violation of the Town Code. Persons found violating the approval shall be subject to the penalties prescribed by the Town Code including, but not limited to, the revocation of the approvals granted by this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town before it may commence construction or operation, and this Resolution may be revoked by the Town Council at any time upon a determination that Applicant is not in compliance with the Town Code.

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

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Attest:

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

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

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

Moved by:  
Seconded by:

FINAL VOTE AT ADOPTION:

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

EXHIBIT A

DESCRIPTION OF PREMISES

A portion of the NE 1/4 of Section 7, Township 56 South, Range 40 East, and a portion of the SE 1/4 of Section 6, Township 56 South, Range 40 East, Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the SE corner of the North 1/2 of the North 1/2 of the NE 1/4 of the NE 1/4 said Section 7 and run South 89° 56' 28" West along the South line of the North 1/2 of the North 1/2 of the NE 1/4 of the NE 1/4, for 761.92 feet; thence run North 0° 03' 32" West at right angles to the last described course for 113.42 feet; thence run North 48° 33' 11.70" West radial to the next described curve for 221.51 feet to a Point of intersection with the Southeasterly Right-of-Way of U.S. Highway No. 1 (State Road No. 5) said Point being the Point of Beginning of that tract of land herein described; thence run Northeasterly along the Southeasterly Right-of-Way line of U.S. Highway No. 1 (State Road No. 5) said course being a curve to the left having a radius of 21,568.90 feet and a central angle of 0° 27' 53.52" for an arc distance of 175 feet; thence run South 49° 01' 05.22" East along a line radial to the last described curve for 150 feet; thence run South 41° 12' 51.29" West for 176.21 feet; thence run North 48° 33' 11.70" West radial to the aforescribed Southeasterly right-of-way line of U.S. Highway No. 1 (State Road No. 5) for 150 feet to the Point of Beginning.

Address:  
20001 S. Dixie Hwy.  
Cutler Ridge (Perrine), FL

Property Tax Identification Number: 30-6007-000-0055

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT

# WAIVER OF PLAT 20001 S. DIXIE HIGHWAY

A PORTION OF THE S.E. 1/4 OF SECTION 6, AND PORTION OF THE N.E. 1/4 OF SECTION 7,  
TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

## TITLE REVIEW NOTES:

All the following documents, listed in the Opinion of Title prepared by Robin I. Wilner, dated July 10, 2009, covering the period from the beginning to June 16, 2008 at 8:00 a.m.

### LIST OF DOCUMENTS:

- Covenants, conditions, restrictions and reservations as set forth in Special Warranty Deed recorded in Official Records Book 15891, Page 2473. (DOES APPLY, NOT PLOTTABLE)
  - Right of Way Resolution for State Highway System Project, recorded in Official Records Book 16102, Page 3509. (DOES APPLY, NOT PLOTTABLE)
  - Reservations as set forth in Special Warranty Deed recorded in Official Records Book 18408, Page 4463. (DOES APPLY, NOT PLOTTABLE)
  - Covenants, conditions, restrictions and reservations as set forth in Special Warranty Deed recorded in Book 19826, Page 4400. (DOES APPLY, NOT PLOTTABLE)
  - Restrictions and reservations as set forth in Warranty Deed recorded in Book 19826, Page 4404. (DOES APPLY, NOT PLOTTABLE)
- NOTE: All recordings referenced herein are of the Public Records of Miami-Dade County, Florida.

## LEGAL DESCRIPTION: PARENT TRACT AND PARCEL "A"

A portion of the Northeast 1/4 of Section 7, Township 56 South, Range 40 East, and a portion of the Southeast 1/4 of Section 6, Township 56 South Range 40 East, Miami-Dade County, Florida, and a portion of Tract 66, of Ferrine Grant, according to the plat thereof, as recorded in Plat Book 1, at Page 3 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast Corner of the North 1/2 of the North 1/2 of the Northeast 1/4, of the Northeast 1/4 said Section 7; thence run S89°56'28"W, along the South line of the North 1/2, of the North 1/2, of the Northeast 1/4, of the Northeast 1/4, for a distance of 761.92 feet; thence run N00°03'32"W, at right angle to the last described course for a distance of 113.42 feet; thence run N48°33'11.70"W, radial to the next described curve for a distance of 221.51 feet to a Point of Intersection with the Southeasterly Right-of-Way Line of U.S. Highway No. 1 (State Road No. 5), said Point being the POINT OF BEGINNING of the hereinatter described Parcel of Land; thence run Northeasterly, along said Southeasterly Right-of-Way Line of U.S. Highway No. 1 (State Road No. 5) and along the arc of a circular curve to the left, having a radius of 21,568.90 feet and a central angle of 0°27'53.52" for an arc distance of 175 feet; thence run S49°01'05.22"E, along a line Radial to the last described curve for a distance of 150.00 feet; thence run S41°25'1.29"W for a distance of 176.21 feet; thence run N48°33'11.70"W, along a line radial to the aforesaid Southeasterly Right-of-way Line of U.S. Highway No. 1 (State Road No. 5), for a distance of 150.00 feet to the POINT OF BEGINNING.

## CONTACT PERSON INFORMATION

Name: Ricardo Rodriguez, P.S.M.  
Telephone Number: (305) 477-6472  
Fax Number: (305) 470-2805  
E-mail address: ricardor@fordco.com

## SURVEYOR'S NOTES:

- The herein captioned Property was surveyed and described based on the shown Legal Description. Provided by Client.
- This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances.
- There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE was performed to determine recorded instruments, if any affecting this property.
- Accuracy: The expected use of the land, as classified in the Minimum Technical Standards (61G17-6FAC), is "High Risk/Commercial". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and Calculation of a closed geometric figure was found to exceed this requirement.
- Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- Contact the appropriate authority prior to any design work on the herein described parcel for Building and Zoning information.
- Underground utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
- Number of Parcels: 1 Parcel
- Public Water to be Utilized.
- Public Sewer to be utilized.
- Zoning: UCD - MC(MUC): URBAN CENTER DISTRICT - MIXED USE CORRIDOR;
- Proposed Use: SEE DEVELOPMENT CRITERIA TABLE
- Miami-Dade County Flood Criteria: 6.7' more or less, of the AMENDED PLAT OF FLOOD - CRITERIA MAP, as recorded in Plat Book 120, at Page 13 (containing 5 pages).
- AREA OF PROPERTY: 26,320.30 Sq. Ft. or 0.60 Acres +/-
- Ownership subject to OPINION OF TITLE.
- Type of Survey: Boundary Survey for the purpose of WAIVER OF PLAT.
- North arrow direction and Bearings shown hereon are based on an assumed value of S00°12'03"W along the East Line of Section 7, Township 56 South, Range 40 East, Miami-Dade County, Florida.
- Unless otherwise noted, this Firm has not attempted to Locate footings and/or Foundations (underground).
- The U.S. Department of FEDERAL EMERGENCY MANAGEMENT AGENCY, delineates the herein described land to be situated within:  
Flood Zone: X Base Flood Elevation= N/A AS PER Community-Panel No.120635 Map No. 0268 J Date: July 17, 1995. 0.00' indicates Existing Elevation.
- Elevations are based on: National Geodetic Vertical Datum of 1929.
- Miami-Dade Bench Mark Used: U-703 Elev.= 6.79'
- Elev.= 10.10' (N.G.V.D. of 1929)
- Bench Mark Location: US HWY No. 1 West sidewalk and S.W. 200th Street 263' Northerly of Centerline.
- Field Book: A-274, 65-68/SND./SND. Project No.: 98S484-0364/08-055-0363/08A055-0553

## SURVEYOR'S CERTIFICATE:

I Herby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the BOUNDARY SURVEY of the real property described hereon.  
I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florida Administrative Code.

Ford, Armenteros & Maniacy, Inc. LB 6557  
Original Field Survey Date: OCTOBER 10, 1998.  
Revision 1: DECEMBER 02, 1998.(ALTA SURVEY)  
Revision 2: OCTOBER 07, 2008.(TOPOGRAPHIC SURVEY)  
Revision 3: OCTOBER 20, 2008.(CLIENT'S COMMENTS)  
Revision 4: JULY 01, 2009 (WAIVER OF PLAT)  
Revision 5: FEBRUARY 25, 2010.  
Revision 6: (REVISED LEGAL DESCRIPTION AS PER MDC PUBLIC WORK'S REQUIREMENTS)

By: Ricardo Rodriguez, P.S.M. for the Firm.  
Professional Surveyor and Mapper  
State of Florida, Registration No. 5936



FORD, ARMENTEROS & MANIACY, INC.  
1980 N.W. 94th AVENUE, 2nd FLOOR  
MIAMI, FLORIDA 33172  
PH: (305) 477-6472  
FAX: (305) 470-2805  
L.B. No. 6557

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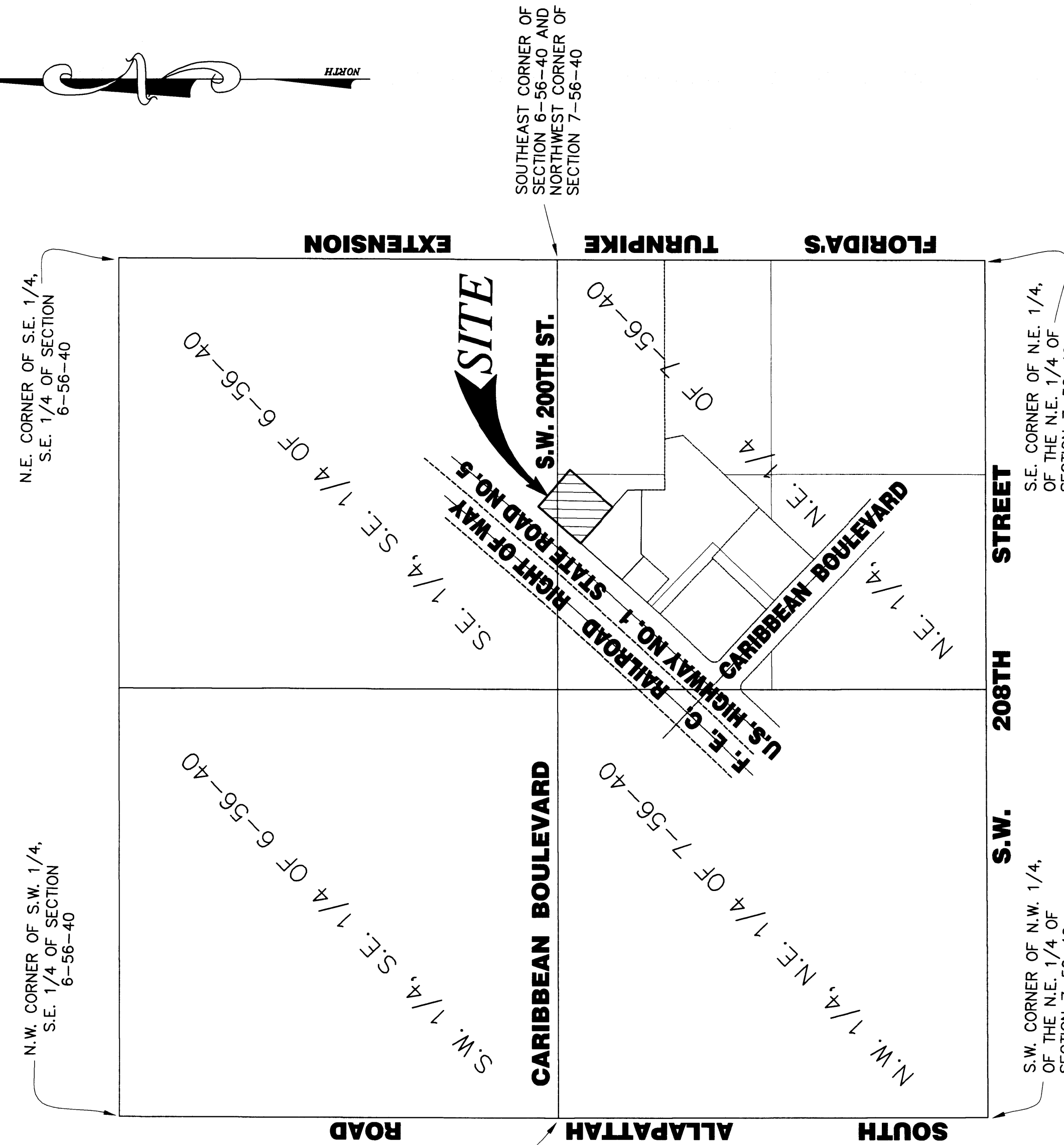
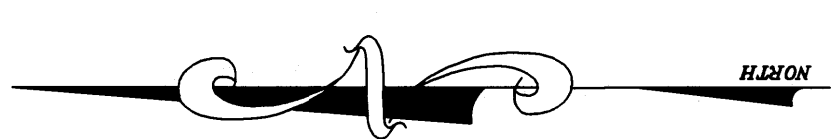
BY	DATE	DESCRIPTION
J.A.R. <td>12/02/98 <td>ALTA SURVEY</td> </td>	12/02/98 <td>ALTA SURVEY</td>	ALTA SURVEY
J.A.R. <td>10/07/08 <td>TOPOGRAPHIC SURVEY</td> </td>	10/07/08 <td>TOPOGRAPHIC SURVEY</td>	TOPOGRAPHIC SURVEY
J.A.R. <td>10/20/08 <td>CLIENT'S COMMENTS</td> </td>	10/20/08 <td>CLIENT'S COMMENTS</td>	CLIENT'S COMMENTS
J.A.R. <td>07/07/09 <td>WAIVER OF PLAT</td> </td>	07/07/09 <td>WAIVER OF PLAT</td>	WAIVER OF PLAT
J.A.R. <td>02/25/10 <td>REVISED LEGAL DESCRIPTION AS PER MDC PUBLIC WORK'S REQUIREMENTS</td> </td>	02/25/10 <td>REVISED LEGAL DESCRIPTION AS PER MDC PUBLIC WORK'S REQUIREMENTS</td>	REVISED LEGAL DESCRIPTION AS PER MDC PUBLIC WORK'S REQUIREMENTS

## RECORD OF REVISION

NO.	DATE	DESCRIPTION
1	12/02/98	ALTA SURVEY
2	10/07/08	TOPOGRAPHIC SURVEY
3	10/20/08	CLIENT'S COMMENTS
4	07/07/09	WAIVER OF PLAT
5	02/25/10	REVISED LEGAL DESCRIPTION AS PER MDC PUBLIC WORK'S REQUIREMENTS

TYPE OF PROJECT	CLIENT	PROJECT LOCATION
WAIVER OF PLAT	20001 SOUTH DIXIE, INC.	SECTION 6 AND 7, TOWNSHIP 56 SOUTH, RANGE 40 EAST MIAMI-DADE COUNTY, FLORIDA
SHEET NAME:	LOCATION MAP, DEVELOPMENT CRITERIA AND SURVEYOR'S NOTES	
DATE:		
SCALE:	AS SHOWN	
DRAWN BY:	J.LOPEZJUAER	
DATE CHECKED:		
QUALITY CONTROL:		
DATE:	OCTOBER 10, 1998	
PROJECT NO.:	08A055-553	

1 of 2 SHEETS



## LOCATION MAP

PORTION OF S.E. 1/4 OF SECTION 6-56-40 AND PORTION OF N.E. 1/4 OF SECTION 7-56-40 (SCALE: 1" = 300')

DEVELOPMENT CRITERIA TABLE
ZONING: UCD - MC(MUC): URBAN CENTER DISTRICT - MIXED USE CORRIDOR (Under Cutler Bay Ordinance 06-06 and Under MDC Article 33-K)
TOTAL AREA = 26,320.30 S.F. or 0.60 Acres +/-
PARCEL "A" - PROPOSED RETAIL BUILDING = 7,260.00 S.F.

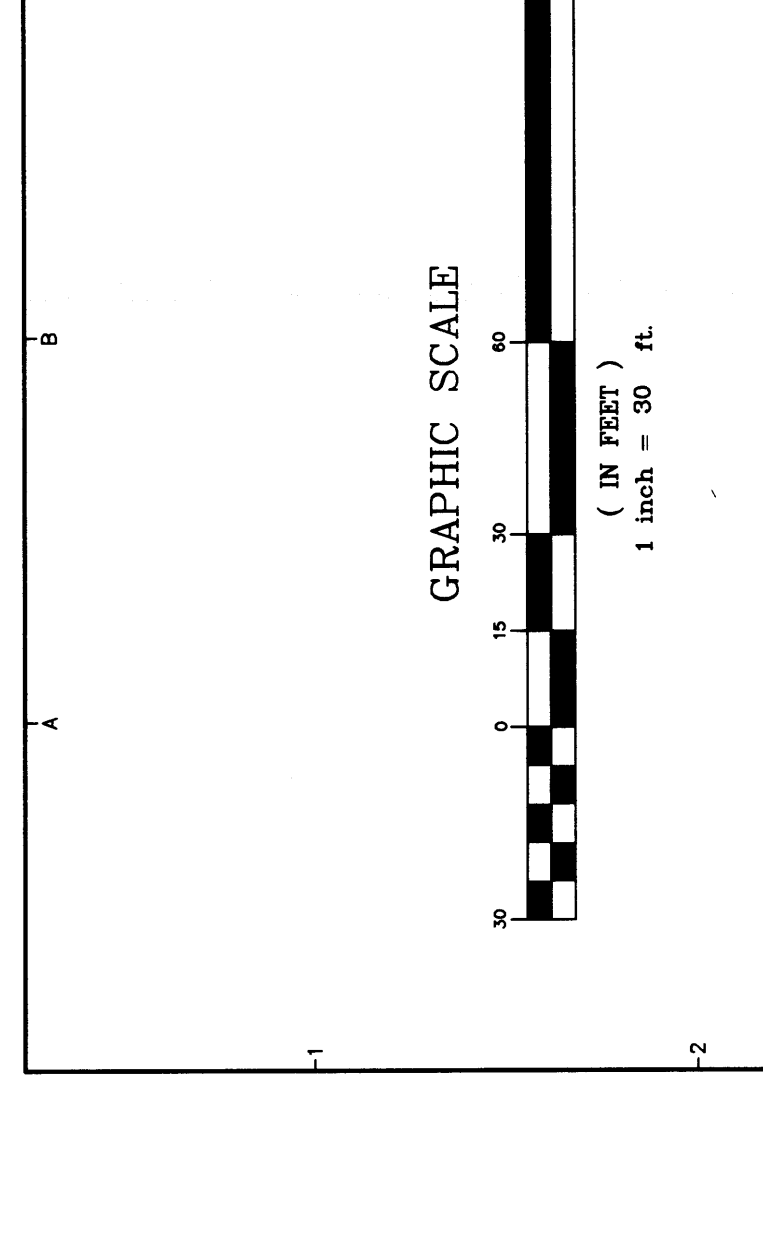
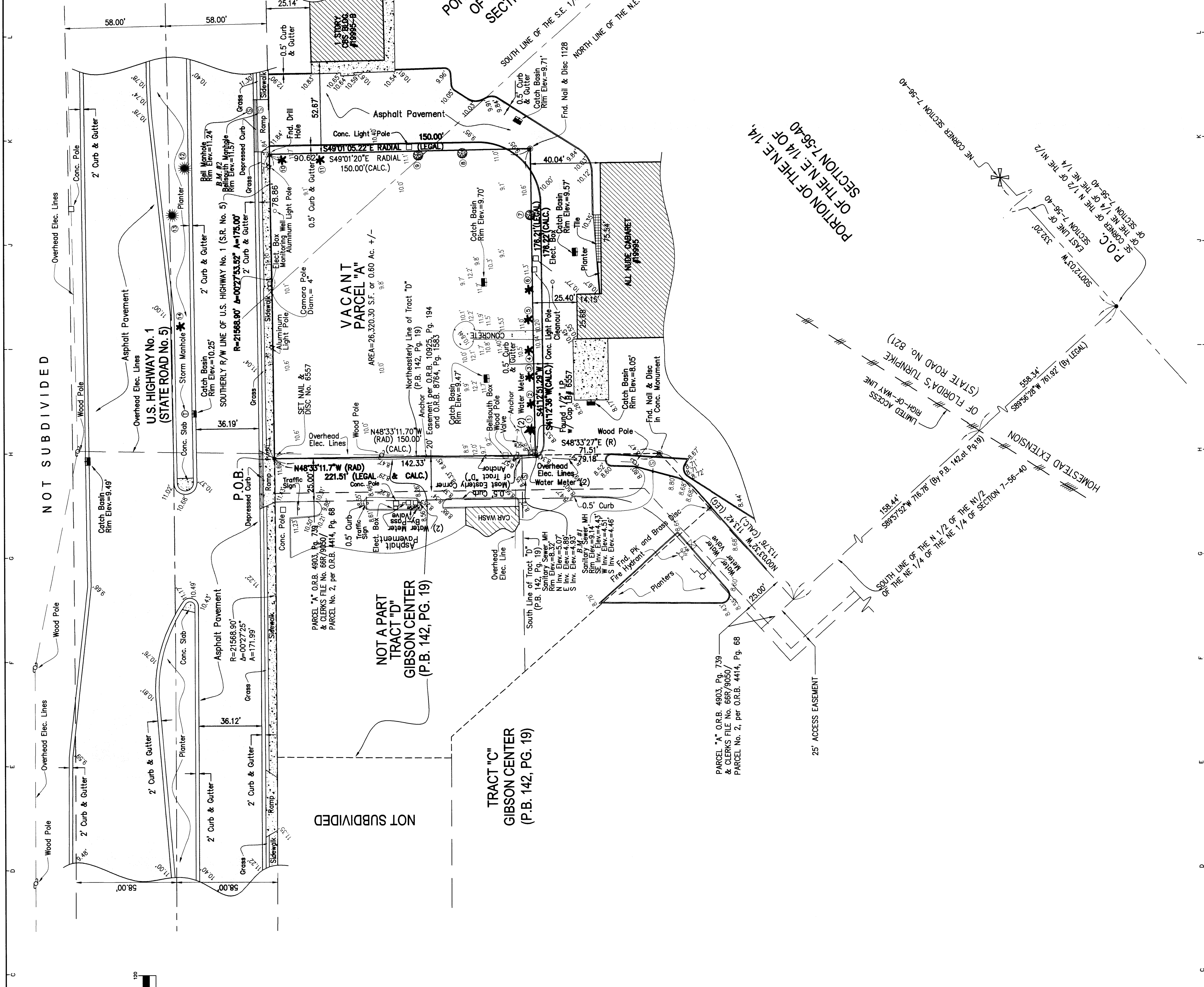
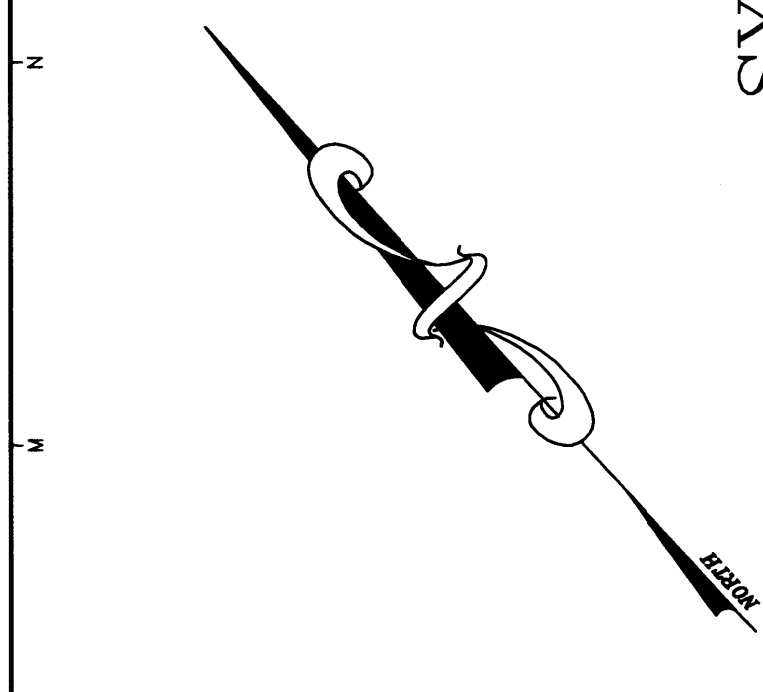
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NO.	DATE	DESCRIPTION
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2	10/07/08	TOPOGRAPHIC SURVEY
3	10/20/08	CLIENT'S COMMENTS
4	07/01/09	WAIVER OF PLAT
5	02/25/10	REMOVED LEGAL DESCRIPTION AS PER MDC PUBLIC WORKS REQUIREMENTS

CLIENT ADDRESS:	3801 N UNIVERSITY DRIVE SUNRISE, FLORIDA 33351
CLIENT:	2001 SOUTH DIXIE, INC.
SHEET NAME:	SKETCH, TREE TABLE AND LEGEND
TITLE OF PROJECT:	WAIVER OF PLAT
PROJECT LOCATION:	SECTION 6 AND 7, TOWNSHIP 26 SOUTH, RANGE 40 EAST MIAMI-DADE COUNTY, FLORIDA
DATE:	OCTOBER 10, 1988
PROJECT NO.:	08A055-553
SCALE:	1" = 30'
DRAWN BY:	J. LOPEZJAEER
CHECKED BY:	
DATE:	

### SYMBOL LEGEND

ABBREVIATION	SYMBOL	DEFINITION
ALUM.	○	ALUMINUM LIGHT POLE
B.S.	⊕	BELLSOUTH MANHOLE
B.M.	⊕	BENCHMARK
C.B.	⊕	CATCH BASIN
C.C.	⊕	CATCH BASIN
C.L.F.	⊕	CLEAR OUT VALVE
C.S.	⊕	CHAIN LINK FENCE
C.S.B.	⊕	CONCRETE
C.S.S.	⊕	CONCRETE BLOCK STRUCTURE
C.L.P.	⊕	CONCRETE LIGHT POLE
C.P.P.	⊕	CONCRETE POWER POLE
C.V.	⊕	CONTROL VALVE
D.M.	⊕	DRAINAGE MANHOLE
D.H.	⊕	DRILL HOLE
D.P.S.	⊕	DUAL POLE SIGN
E.M.	⊕	ELECTRIC METER
E.O.V.H.	⊕	ELECTRIC WIRE OVERHEAD
E.E.	⊕	ELEVATION (EXISTING)
E.E.V.	⊕	ELEVATION (PROPOSED)
F.F.	⊕	FINISHED FLOOR
F.H.	⊕	FIRE HYDRANT
F.M.V.	⊕	FIRE MAIN VALVE
F.P.M.	⊕	FURF PANS AND LIGHT OVERWAY MANHOLE
F.M.V.	⊕	FORCE MAIN VALVE
F.	⊕	FOUND
G.	⊕	GARAGE
G.M.	⊕	GAS MANHOLE
G.M.	⊕	GAS METER
G.V.	⊕	GAS VALVE
G.P.	⊕	GUARD POST
R.F.	⊕	IRON FENCE
R.P.	⊕	IRON PIPE
L.A.R/W	⊕	LIMITED ACCESS RIGHT OF WAY
L.P.	⊕	MAIL BOX
L.S.V.	⊕	MAIN SEWER VALVE
M.	⊕	MANHOLE
M.	⊕	MEASURED
M.	⊕	MONUMENT
M.	⊕	NAIL
M.	⊕	NAIL AND DISC
M.	⊕	ON LINE
M.	⊕	PLAT BOOK
M.	⊕	POINT OF CURVATURE
M.	⊕	PERMANENT CONTROL POINT
M.	⊕	PROPERTY LINE
M.	⊕	PERMANENT REFERENCE MONUMENT
M.	⊕	RAIL ROAD CROSSING SIGN
M.	⊕	RECORDED INFORMATION
M.	⊕	RIGHT OF WAY
M.	⊕	SECTION
M.	⊕	SECTION CORNER
M.	⊕	SEWER MANHOLE
M.	⊕	SIGN
M.	⊕	SPRINKLER VALVE
M.	⊕	SQUARE CUT AND NAIL
M.	⊕	STORM MANHOLE
M.	⊕	STREET LIGHT BOX
M.	⊕	STREET SIGN
M.	⊕	TELEPHONE BOX
M.	⊕	TELEPHONE MANHOLE
M.	⊕	TRAFFIC SIGNAL
M.	⊕	TRAFFIC SIGNAL BOX
M.	⊕	VALVE
M.	⊕	WATER METER
M.	⊕	WATER VALVE
M.	⊕	WELL
M.	⊕	WOOD FENCE
M.	⊕	WOOD POWER POLE
M.	⊕	ASPHALT
M.	⊕	BRICK
M.	⊕	CONCRETE
M.	⊕	TILE



NO.	COMMON NAME	DIAM.	HIGH	SPREAD
1	Silver Palm	1.30'	5.00'	15.00'
2	Royal Palm	1.00'	8.00'	5.00'
3	Royal Palm	1.00'	8.00'	5.00'
4	Royal Palm	1.00'	8.00'	5.00'
5	Royal Palm	1.00'	8.00'	5.00'
6	Royal Palm	1.00'	8.00'	5.00'
7	Black Olive	1.50'	9.00'	15.00'
8	Bottlebrush	1.50'	9.00'	15.00'
9	Bottlebrush	1.50'	9.00'	15.00'
10	Royal Palm	1.00'	8.00'	15.00'
11	Royal Palm	1.00'	8.00'	15.00'
12	Live Oak	1.00'	25.00'	15.00'
13	Live Oak	0.70'	15.00'	10.00'
14	Royal Palm	2.00'	30.00'	25.00'

NOTE: ALL BEARING AND DISTANCES SHOWN HEREON ARE RECORDED AND MEASURED UNLESS OTHERWISE SHOWN.

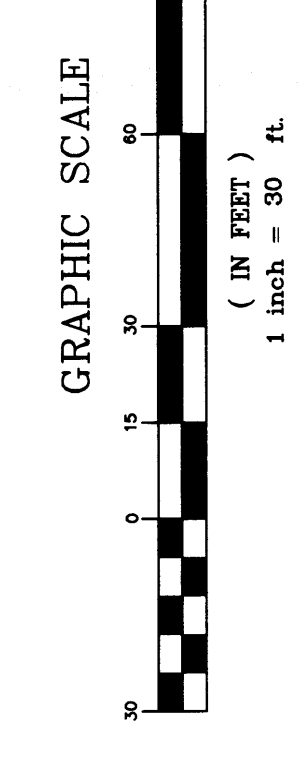
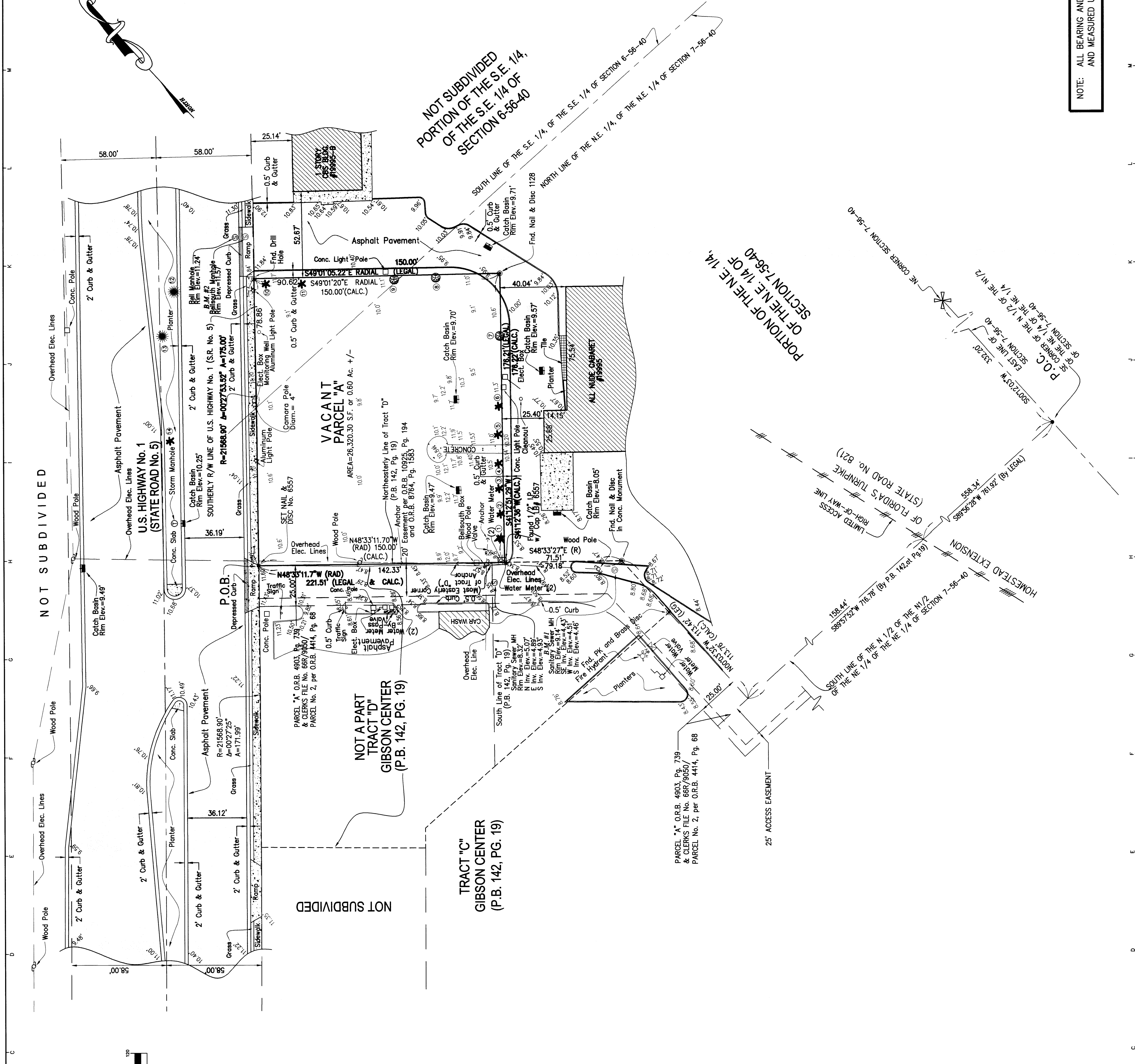
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NO.	DATE	DESCRIPTION
1	12/02/98	ALTA SURVEY
2	10/07/08	TOPOGRAPHIC SURVEY
3	10/20/08	CLIENT'S COMMENTS
4	07/01/09	WAIVER OF PLAT
5	02/25/10	REMOVED LEGAL DESCRIPTION AS PER MDC PUBLIC WORKS REQUIREMENTS

CLIENT ADDRESS:	3801 N UNIVERSITY DRIVE SUNRISE, FLORIDA 33351
CLIENT:	2001 SOUTH DIXIE, INC.
SHEET NAME:	SKETCH, TREE TABLE AND LEGEND
TITLE OF PROJECT:	WAIVER OF PLAT
PROJECT LOCATION:	SECTION 6 AND 7, TOWNSHIP 26 SOUTH, RANGE 40 EAST MIAMI-DADE COUNTY, FLORIDA
DATE:	OCTOBER 10, 1988
PROJECT NO.:	08A055-553
DRAWN BY:	J. LOPEZJAEGER
SCALE:	1" = 30'

**SYMBOL LEGEND**

ABBREVIATION	SYMBOL	DEFINITION
ALUM	○	ALUMINUM LIGHT POLE
BELLSOUTH	⊙	BELLSOUTH TELEPHONE BOX
BENCH	⊕	BENCHMARK
CABLE	—	CABLE BOX
CATCH	⊕	CATCH BASIN
CEN	—	CENTERLINE
CLV	⊕	CLEAN OUT VALVE
CLF	—	CHAIN LINK FENCE
CONC	—	CONCRETE
C.B.S.	—	CONCRETE BLOCK STRUCTURE
CLP	⊕	CONCRETE LIGHT POLE
CP	⊕	CONCRETE POWER POLE
CV	⊕	CONTROL VALVE
DM	—	DRAINAGE MANHOLE
DMH	⊕	DRILL HOLE
DUAL	⊕	DUAL POLE SIGN
EM	—	ELECTRIC METER
EW	—	ELECTRIC WIRE OVERHEAD
ELEV	—	ELEVATION (EXISTING)
ELEV	—	ELEVATION (PROPOSED)
FF	—	FINISHED FLOOR
FF	—	FIRE HYDRANT
FMV	⊕	FIRE MAIN VALVE
FPL	⊕	FLOOR FINISH AND LIGHT OVERLAY MANHOLE
FMV	⊕	FORCE MAIN VALVE
FOUN	⊕	FOUND
GA	⊕	GARAGE
GM	⊕	GAS MANHOLE
GM	⊕	GAS METER
GM	⊕	GAS VALVE
GM	⊕	GUARD POST
GM	⊕	IRON FENCE
GM	⊕	IRON PIPE
GM	⊕	LIMITED ACCESS RIGHT OF WAY
GM	⊕	MAIN SEWER VALVE
GM	⊕	MAIL BOX
GM	⊕	MANHOLE
GM	⊕	MEASURED
GM	⊕	MONUMENT
GM	⊕	NAIL
GM	⊕	NAIL AND DISC
GM	⊕	ON LINE
GM	⊕	PLAT BOOK
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GM	⊕	PERMANENT CONTROL POINT
GM	⊕	PAGE
GM	⊕	PROPERTY LINE
GM	⊕	PERMANENT REFERENCE MONUMENT
GM	⊕	RAIL ROAD CROSSING SIGN
GM	⊕	RECORDED INFORMATION
GM	⊕	RIGHT OF WAY
GM	⊕	SECTION
GM	⊕	SECTION CORNER
GM	⊕	SEWER MANHOLE
GM	⊕	SIGN
GM	⊕	SPRINKLER VALVE
GM	⊕	SQUARE CUT AND NAIL
GM	⊕	STORM MANHOLE
GM	⊕	STREET LIGHT BOX
GM	⊕	STREET SIGN
GM	⊕	TELEPHONE BOX
GM	⊕	TELEPHONE MANHOLE
GM	⊕	TRAFFIC SIGNAL
GM	⊕	TRAFFIC SIGNAL BOX
GM	⊕	VALVE
GM	⊕	WATER METER
GM	⊕	WATER VALVE
GM	⊕	WELL
GM	⊕	WOOD FENCE
GM	⊕	WOOD POWER POLE
GM	⊕	ASPHALT
GM	⊕	BRICK
GM	⊕	CONCRETE
GM	⊕	TILE



**Tree Table**

NO.	COMMON NAME	DIAM.	HIGH	SPREAD
1	Silver Palm	1.30'	5.00'	15.00'
2	Royal Palm	1.00'	8.00'	5.00'
3	Royal Palm	1.00'	8.00'	5.00'
4	Royal Palm	1.00'	8.00'	5.00'
5	Royal Palm	1.00'	8.00'	5.00'
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10	Royal Palm	1.00'	8.00'	15.00'
11	Royal Palm	1.00'	8.00'	15.00'
12	Live Oak	1.00'	25.00'	15.00'
13	Live Oak	0.70'	15.00'	10.00'
14	Royal Palm	2.00'	30.00'	25.00'

NOTE: ALL BEARING AND DISTANCES SHOWN HEREON ARE RECORDED AND MEASURED UNLESS OTHERWISE SHOWN.

TAB 7



**ORDINANCE NO. 10 - \_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 26 OF THE TOWN CODE OF ORDINANCES ENTITLED, “PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS”; REVISING RULES FOR TOWN PARKS; UPDATING PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, upon incorporation the Town of Cutler Bay (the “Town”) assumed control of certain parks owned and operated by Miami-Dade County (the “County”) within the geographic boundaries of the Town pursuant to the interlocal agreement it entered into with the county; and

**WHEREAS**, as a part of the transition process the Town also assumed those regulations regarding parks already present in the Miami-Dade County Code of Ordinances upon incorporation; and

**WHEREAS**, after a careful, deliberate review process the Town wishes to update those rules within the Town Code of Ordinances that govern Town parks so that they better suit the specific needs of the Town and protect the Town’s specific interests; and

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

**NOW THEREFORE IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS<sup>1</sup>:**

**Section 1. Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

**Section 2. Amendment to Chapter 26 of the Town Code.** The Town Council of the Town of Cutler Bay hereby amends Chapter 26 of the Town Code of Ordinances entitled, “PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS”, as follows:

**ARTICLE I. IN GENERAL**

**Sec. 26-1. Rules and Regulations Adopted.**

*Rule 1. Definitions*

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

When used herein the following definitions shall apply:

(a) The terms "Parks," "Parkways," "Recreational Areas," "~~Marinas~~" and other "Areas Operated and Maintained by the ~~Miami-Dade County Park~~ Town of Cutler Bay Parks and Recreation Department" are defined to mean parks, wayside parks, parkways, playgrounds, recreation fields, museums, auditoriums, ranges and buildings, natural areas, forests or preserves, lakes, streams, canals, lagoons, waterways, water areas and beaches therein and all public service facilities conducted on grounds, buildings, and structures in ~~Miami-Dade County~~ the Town of Cutler Bay that are under the control of or assigned for upkeep, maintenance or operation by the ~~Miami-Dade County Park~~ Town of Cutler Bay Parks and Recreation Department, and all beaches and ocean areas available to the public in the ~~unincorporated area of the County~~ Town of Cutler Bay, now or in the future.

(b) The term "Park Property" when used hereinafter is defined to cover all areas, buildings, locations, and facilities described in the foregoing paragraph.

(c) The terms "Parks Department" and "the Department" when used hereinafter are defined as "The ~~Miami-Dade County~~ Town of Cutler Bay Parks and Recreation Department" and the term "Department Director" refers to the Director of said Department

(d) The term "Department Employee" refers to individuals employed by the Parks and Recreation Department with responsibilities for the safe management, security, operation or maintenance of park facilities.

(e) In construing the provisions hereof and each and every word, phase or part thereof where the context will permit, the definitions provided in Sections 1.01 Florida Statutes shall apply.

## TRAFFIC

### *Rule 2. Traffic Ordinances and State Vehicle Laws*

The traffic ordinances of ~~this Miami-Dade County~~ [~~Chapter 30 of this Code~~] and applicable State Vehicle laws shall apply in and about all park property and in addition thereto the traffic regulations contained in this section shall be applicable.

### *Rule 3. Roads and Driveways Within Parks*

(a) No person driving, operating, controlling or propelling any vehicle, whether motorized, horse-drawn or self-propelled (i.e. golf carts, go karts, ATV's, etc.), shall use any other than the regularly designated paved or improved park roads, ~~or driveways~~ or parking lots, except when directed to do so by a police officer or Department Employee. The provisions of this subsection shall not apply to the use of any self-propelled wheelchair, power wheelchair, electric scooter, or other mobility device by an individual with a mobility impairment.

(b) No person shall ride, drive or propel any motorized vehicle on any but the regular vehicular roads, except that such vehicles, with motors shut off, may be pushed by hand not faster than a walk or carried over grassy areas normally reserved for the use of pedestrians.

~~(b c)~~ (c) No driver or operator of any vehicle shall obstruct traffic or park or stop on any road or driveway except at a place so designated or in case of an emergency beyond his control. If so caused to stop or park for more than fifteen (15) minutes the operator shall report such fact to a ~~an~~ police officer or park Department Employee. ~~At places so designed and clearly marked, a vehicle may be stopped for a period of no more than fifteen (15) minutes in order for the occupant to view the scenic features.~~

### *Rule 4. Trucks, Buses, Other Heavy Vehicles*

No truck, commercial vehicle, or bus of any type will be driven on any restricted park road or property without special authorization from the Parks and Recreation Department for the purpose of park work, service or activities except that trucks and buses used for transporting persons to a park for recreational purposes will be afforded use of ingress and egress on park roads and parking facilities as provided for conventional passenger vehicles.

*Rule 5. Non-Motorized Equipment Use*

(a) No person shall ride, drive or propel any bicycle, tricycle, skate boards, roller skates, roller blades or similar non-motorized equipment on any but the regular vehicular roads or paved pathways and trails designated for said purpose. No person shall skate or skateboard within or upon any park, parking lot, walkway, court, patio, playground, bench, bleacher, curb, table or other equipment that is not specifically designed or designated for such use. No person shall deviate from compliance with all traffic ordinance provisions governing the operation of bicycles while on park property.

~~(b) No person shall ride, drive or propel any registered motorized vehicle on any but the regular vehicular roads, except that such vehicles, with motors shut off, may be pushed by hand not faster than a walk or carried over grassy areas normally reserved for the use of pedestrians.~~

~~(e)~~ The provisions of these subsections shall not apply to the use of self-propelled wheelchair, power wheelchair, electric scooter, or other mobility device by an individual with a mobility impairment.

~~(d)~~ Violators of this provision shall pay a fine not to exceed one hundred dollars (\$100.00) for the first violation and two hundred dollars (\$200.00) for each succeeding violation. Provisions of this rule shall not apply to the operation of these vehicles on those portions of park property specifically designated for such use. ~~(Ord. No. 99-80(b))~~ Parents or guardians will be held strictly accountable for the actions of minors in regards to the prohibitions in the foregoing paragraphs.

*Rule 6. Parking*

(a) No person shall park a vehicle any place on park property other than in the designated facilities provided for that particular type of vehicle, unless directed otherwise by police officers or department employees who are authorized to designate other areas for parking when conditions so warrant. The provisions of this subsection shall not apply to the use of self-propelled wheelchair, power wheelchair, electric scooter, or other mobility device by an individual with a mobility impairment.

(b) Except for ~~County~~ Town vehicles or those on official ~~County~~ Town business, no operator of any vehicle shall park or permit to remain parked any vehicle on any driveway, parkway, parking area or other park property ~~except in areas designated as twenty four hour boat launching areas between sunrise and sunset or as otherwise posted.~~

~~(c) Exception to the provisions of the two (2) foregoing subsections is to be made in reference to the restaurants and leased facilities to permit patrons of these privately operated concessions to enter in and remain in same at any hour when open for business and to use the parking areas set aside for these concessions during the same hours.~~ The Department Director may from time to time designate ~~other similar use park~~ park areas as exempt from general park closing hours.

(d) No Department Employee shall be permitted to accept any fee or gratuity for any service concerning the parking of a vehicle except those employees assigned to areas where a stated fee is charged by the Department.

(e) Police officers and Department Employees may require any individual(s) remaining inside of a parked vehicle for more than five minutes within a Town park to either exit the vehicle or vacate the park premises.

*Rule 7. Use of Vehicles*

(a) ~~No~~ With the exception of an individual authorized by or including Town staff, no Operator of

a vehicle shall tow another vehicle or wheeled device on park roads except when ~~the towed vehicle is used in transporting a boat into a marina or other designated area or when necessary to remove a disabled vehicle or when authorized by the Department. No tow vehicles shall be allowed on Department managed beaches where the Department shall provide for towing of boats or vehicles and shall be authorized to recover the costs for such service.~~

(b) No vehicles except those authorized by the Parks and Recreation Department to carry passengers for hire or fare will be permitted to so operate in the parks and these vehicles will be the only ones that pedestrians may hail or make prior arrangements for rides.

(c) No person shall abandon, change any parts, repair, wash, grease, wax, polish, ~~or clean~~ or offer for sale or lease a vehicle on any park roadway, parkway, driveway, parking lot or other park property.

~~(d) No~~ With the exception of an individual authorized by or including Town staff, no-person shall operate any unlicensed or unregistered motorized vehicle of any kind on any park roadway, parkway, driveway, parking lot, or other park property. The provisions of this subsection shall not apply to ~~golf course golf carts and~~ authorized maintenance equipment or vehicles designated primarily for use by individuals with disabilities ~~or in areas specifically designated for such use. The County Manager may, however, designate with appropriate signage and in accordance with safety regulations, certain areas of parks for use by four wheeled motorized carts or mini bikes.~~

## PARK PROPERTY

### *Rule 8. Preservation of Property*

(a) As all property in all parks is ~~County~~ Town property, no person entering or being within parks or areas operated and maintained by the Parks and Recreation Department shall violate the provisions of this ordinance by offense against property.

(b) No person shall vandalize, deface or destroy any park property or equipment within a park site.

~~(c) No~~ With the exception of an individual authorized by or including Town staff, no-person shall damage or remove plants or plant materials, trees or parts thereof or any flowers, nuts, seeds, ~~or~~ fruits, earth, stone or other material whatsoever, except that park personnel may be empowered to make such removals and scientists and students of botany may be issued a Special Permit for specimen collecting by the Department Director or his/her designee. In addition, all provisions of the Town's Tree Ordinance shall apply to all of the Town's parks.

(d) No person shall excavate or remove any artifact from any archaeologically sensitive areas. Of particular concern are Native American burial grounds and living sites.

~~(e) No~~ With the exception of an individual authorized by or including Town staff, no-person shall make any excavation by tool, equipment, blasting, or other means or utilize metal detectors or shall construct or erect any building or structure of whatever kind, whether permanent or temporary, or run or string any public utility including the use of generators and/or electric extension cords, into, upon, across or over any park or recreation lands unless authorized by permit or easement.

(f) No fires shall be built by any person against or adjacent to any park building, structure, tree or plant or near the property of others or in any area of any park except in such areas as are specifically designated for fire building, nor shall any person drop, throw and permit to be scattered by any means, hot coals, lighted matches, burning tobacco products or any other flammable material within any park area or any highway, road or street abutting or contiguous thereto.

~~(g) No~~ With the exception of an individual authorized by or including Town staff, no-person shall build, light or cause to be lighted, any fire upon the ground or beach or other object in any area except in an approved grill, stove, fireplace or other suitable container, nor shall any person starting a fire leave the area without extinguishing the fire.

(h) ~~No~~ With the exception of an individual authorized by or including Town staff, no person shall use a grill or other device in such a manner as to burn, char, mar or blemish any bench, table, or other object of park property.

(i) ~~No~~ With the exception of an individual authorized by or including Town staff, no person shall stand, ~~or sit, lay or climb~~ on any fence rail, ~~or on any~~ picnic table or any other structure or furnishings not intended for such use in a park or parkway.

*Rule 9. Protection and Preservation of Wildlife*

(a) ~~No~~ With the exception of an individual authorized by or including Town staff, no person shall molest, harm, frighten, kill, net, trap, snare, hunt, chase, shoot or throw or propel by any means missiles at any wildlife roaming free about a park ~~or in captivity in a zoo cage~~, nor shall any person remove or possess the young of any wild animal or the nest or eggs of any reptile or bird or to collect, remove, possess, give away, sell or offer to sell, buy or offer to buy, or accept as a gift any specimen dead or alive of any animal within a park, unless specifically authorized by the Director of the Parks and Recreation Department. This provision is not intended to limit any Department-authorized program for the purpose of control of nuisance wildlife as set forth in Rule No. 10 below.

(b) No person shall disobey posted notice prohibiting feeding ~~zoo~~ animals, birds or reptiles.

(c) No person shall place, dump, abandon or leave any animal, reptile or bird, either wild or domestic on the grounds of any ~~zoo~~ or park.

*Rule 10. Control of Nuisance Animals*

(a) Definitions. When used in this rule the following terms shall have the meanings set forth below:

(1) Exotic Animal: A non-native animal species that occurs in South Florida, as a result of direct or indirect, deliberate or accidental actions by humans, which shall include, but not be limited to, all domestic, semi-domestic or feral animals with the exception of dogs and cats under the immediate control of their owner.

(2) Native Animal: An animal species that occurs naturally in or is indigenous to South Florida.

(3) Natural Resource Park: A Natural Resource Park shall mean any of the current so designated parks and any park acquired or opened by the Department after the effective date of this ordinance that contains more than two (2) acres (cumulative) of pine rockland, hammock, freshwater wetland, coastal wetland, or scrubby flatwood plant community.

(b) The introduction by any person of any exotic animal and the placement, abandonment or leaving of any animal in a Town park or in public areas immediately adjacent to a Town park is strictly forbidden.

(c) The feeding by any person of any exotic or native animal in a Town park or in the public areas immediately adjacent to a Town park is hereby strictly forbidden unless specifically authorized by the Department Director.

(d) Exotic animals, with the exception of those authorized by the Director, roaming free in Town parks are hereby declared to constitute a nuisance. The Parks and Recreation Department Director has the authority and responsibility to establish process and procedures to control and remove from the park, the species which are declared to constitute a nuisance.

(e) The Director of the Parks and Recreation Department is hereby authorized, in consultation with the Florida Fish and Wildlife Conservation Commission, to declare certain native species located in identified parks to constitute a nuisance. Native species shall be determined to be a nuisance when, in the discretion of the Director of the Parks and Recreation Department, in consultation with staff of the Florida Fish and Wildlife Conservation Commission, the number, location, behavior or other characteristics of the native species or the remains of deceased animals

constitute a hazard to human health and/or safety or to the resources of the particular park.

*Rule 11. Domestic Animals*

(a) ~~No person shall be permitted to take any domestic animal other than a horse, as provided in Rule 21 below, into any park whether on leash, in arms or running at large, dogs in particular being excluded from parks, and provisions of Miami Dade County Dog Control Ordinance No 58-28 [Sections 5-3-5-15] shall apply to any and all park property, except for those areas specifically designated for dogs or other domesticated animals.~~

Domestic animals shall be permitted to run free in those specific areas within any Town park that are designated by the Town Manager or designee for such purpose. Domestic animals shall be permitted, if on leash, in all other areas of all Town parks with the exception of that area(s) or park(s) specifically prohibited by the Town Manager or designee. Domestic animals shall be permitted only in parks and areas designated by the Town Manager or designee for such purpose. Domestic animals must be on leash with the exception for parks specifically designated as “off leash” parks. Dogs must be licensed and hold current vaccinations. Dogs must be under the control of the owner at all times.

Each person that takes a domestic animal into a Town park shall be required to immediately remove any fecal droppings and properly dispose of such in an approved container or location. The town will provide waste stations and receptacles and post signage in parks where dogs are permitted. Failure to immediately remove such fecal droppings according to procedures established by the park shall result in the immediate removal of the person and the animal from all Town parks for a six month period and a fine of \$50. The Parks Department shall maintain such records as necessary to enforce this provision.

The provisions of this subsection shall not apply to a person using a service animal or to a law enforcement officer using an animal for law enforcement purposes. shall not apply to the use of a service animal, which means any animal trained to work or perform tasks for an individual with a disability.

(b) Cattle, horses, mules, swine, sheep, goats, or fowl shall not be allowed upon park property and all owners or attendants of such animals are charged with the duty of preventing such occurrences. This prohibition does not apply to animals and fowl brought into the park for demonstration purposes under a permit issued ~~kept~~ by the Parks Department or under its direction.

*Rule 12. Aircraft*

(a) No person operating, directing, or responsible for any airplane, helicopter, glider, balloon, dirigible, parachute or other aerial apparatus (excluding kites) will take off from or land in or on any park land or waterway, except when human life is endangered or written permission has been obtained from the Department Director. ~~Take off from and landing in any natural resource area, and the environmentally sensitive Deering Estate at Cutler is specifically prohibited except, when human life is endangered.~~

(b) No person operating any aircraft shall do any stunt flying over or fly lower than one thousand (1,000) feet above the highest obstruction located in any park or recreation areas that are considered to be populated areas requiring compliance with Federal Aviation (FAA) Administration regulations regarding same.

*Rule 13. Closing of Parks*

(a) No person shall be or remain in any part of any park that is fenced in or provided with gates between the closing of the gates at night and their reopening on the following day; nor shall any person be or remain in any park not fenced in or provided with gates, between sunset and sunrise or as specifically posted, ~~except in areas designated as twenty four hour boat launching areas,~~ except in well-lit areas designated for use until 11 :00 p.m. when in the discretion of the Department Director ~~and upon consultation with the neighboring community or the Commissioner of the affected district and the applicable police department,~~ and except that ~~persons and vehicles may pass through such parks without stopping, on the most direct walk or driveway leading from their point of entrance to the exit nearest to their point of destination.~~ The provisions of this section shall not apply to police officers, Code Compliance officers or Department Employees while in the discharge of their duties, nor to persons having a permit in writing issued by the Department to be or remain in any part of the parks between such hours. The Department Director has the authority to establish exceptions to the closing hours as set forth above when it is in the interest of the public health, safety or welfare and such exceptions shall be posted.

(b) No person shall enter upon any part of any park, which is in an unfinished state or under construction or withheld from general public usage in the interest of public safety, health and/or welfare unless specifically permitted by the Department Director.

## RECREATIONAL ACTIVITIES

### *Rule 14. Recreational Activities*

No person shall engage in recreational or other activities other than those prescribed in certain areas set aside for such purposes. For example, in areas set aside for boating, swimming is prohibited, and in areas set aside for swimming, boating is prohibited.

### *Rule 15. Games, etc.*

No person or persons shall engage in rough or potentially dangerous games or practice for same, such as football, baseball, softball, horseshoes, golf, lacrosse, soccer, cricket, rugby, tennis, volleyball, badminton or any other games, practice or exercise involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins, shuttlecocks, radio controlled or model aircraft or engage in rocketeering except in the areas specifically designated and set aside for such recreational usages or with prior written authorization from the Parks and Recreation Department .

### *Rule 16. Bathing and swimming*

(a) No person, regardless of age, sex, or manner of dress shall swim, wade, or bathe in waters or waterways in or adjacent to any park other than at such places as are provided for such activities and in compliance with the rules of these areas as to hours of the day and safety limitations for such use.

(b) No person, minor or adult, shall enter or be in water at any bathing area wearing, carrying, pushing or towing any flotation device; ~~provided, however, that surfboarding may be engaged in at certain prescribed areas that may from time to time be specifically designated for such sport by posted signs.~~ Notwithstanding the above prohibition, the department is authorized to permit the use of any such device when required to accommodate park supervised programs or the needs of individuals with disabilities.

(c) No person shall erect or cause to be erected any tent, shelter or structure on or in any ~~beach, bathing or wading area~~ park in such a manner that a guy wire, rope, extension, brace or support connected or fastened from any such structure to any other structure, stake, rock or other object is necessary without receiving prior approval from the Department, nor shall any structure, tent or shelter lack an obstructed view of the interior from at least two (2) sides.

*Rule 17. Fishing*

No person, adult or minor, shall fish in park waters, either fresh or salt, by use of hook-and-line, seine, net, trap, spear, gig or other device except at such places and in such areas as have been prescribed for such usage which will include specified lakes, canals, lagoons, ~~and creeks and stretches on ocean beaches marked by moveable signs in areas other than those used for bathing.~~

*Rule 18. Hunting and firearms*

(a) No person shall carry, use or possess firearms of any description, air rifles or pistols, spring guns, bows and arrows, paint guns or any other form of weapon potentially inimical or harmful to wildlife or dangerous to human safety on or in any park area or property ~~except at and in accordance with the rules and regulations of the Trial Glades Ranges, and the Camp Owaissa Bauer archery range.~~ Exception is made for sworn security personnel and Police Officers Metrozoo Employees for the purpose of animal control and human safety.

(b) ~~All persons using Miami Dade County Park and Recreation Department range facilities shall be under permit to abide by resolutions governing range activities, copies of which will be furnished with each permit, and shall be required to complete a Range Safety Course prior to utilizing such range.~~

*Rule 19. Toy Firearms, Fireworks and Explosives.*

(a) No person may bring into, or have in his possession, or set off or otherwise cause to explode, discharge or burn in any park area or on any public lands or highways adjacent thereto, any firecrackers, torpedoes, rockets, toy firearms or cannon, sparklers or other fireworks or explosives of inflammable materials or any substance or compound that, may explode, discharge or burn, unless he first obtains a written permit from the Department Director.

(b) Parents or guardians will be held strictly responsible and accountable for the actions of minors in regards to the prohibitions in the foregoing paragraph.

*Rule 20. Picnic Areas and Use*

(a) No person will picnic, lunch or cook in any area not specifically designated by and regulated by the Park Managers Department for such usage. Rule 24 of this ~~code~~ ordinance establishes rules for the Picnic Shelter Permit Reservations.

(b) ~~The Park Managers Department Employees~~ will regulate activities in picnic areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. If the facilities are crowded, persons holding picnics in any park picnic area, building or structure, will avoid using same to the exclusion of others for an unreasonable time, the determination of what is unreasonable being at the discretion of the Park Manager Department Director. Use of the individual grills, together with tables and benches, generally follows the rule of "first come, first served", with use of picnic tables limited to two tables per party, unless specifically authorized by the Park Manager Department Director. Except that a reservation fee may be paid in advance to reserve a designated picnic area within a park.

*Rule 21. Horseback Riding*

No person shall engage in horseback riding in any park or Park Department area other than those where provisions for such is provided by clearly marked bridle paths, trails, and other necessary features and then only upon thoroughly broken and properly restrained animals that are ridden with care, prevented from grazing, straying unattended, untethered to any rock, tree or shrub and not ridden or led on park land other than that so designated.

RECREATIONAL ACTIVITIES BY PERMIT ONLY

*Rule 22. Boating*



(a) No person shall bring into or operate any boat, yacht, cruiser, canoe, raft or other water craft (except non-motorized toys too small for human occupancy) in any park property watercourses, bays, lagoons, lakes, canals, rivers, ponds, or sloughs other than those designated for such use or purpose by the Parks and Recreation Department and then only in strict conformance with Metropolitan Safe Boating Ordinance No. 59-46, [Ch. 7 of this Code].

(b) No person shall moor, anchor or tie up to the bank or any wharf, dock, tree, building, rock or any object or structure on the bank in waters within or contiguous to any park within two hundred (200) feet of the shore line unless the owner, or his representative, of the boat, houseboat, barge, vessel, ship or watercraft of any kind whatsoever, has obtained written permission from the Parks and Recreation department, except that if the boat or ship is the property of the government of the United States, or is in distress, or ties up at a dock, wharf or pier designated for such purpose and then only long enough to enable the occupants to obtain repairs, towing service, food, fuel, water, bait, tackle or marine supplies.

(c) Public docks or shore line or bank facilities are provided in parks and recreation areas for dockage and other marine uses and purposes, but shall be used only after arrangements have been made with the park dockmaster who shall assign space and collect reasonable rental charges in accordance with established regulations and rates. Dockmasters shall lend emergency assistance if such should be required.

(d) No motorboats shall be operated on park waters unless equipped to divert their exhaust under water or to otherwise muffle the sound thereof.

(e) Regulations and rules covering conduct in reference to occupancy and use of docking and mooring facilities are set forth on each permit and violation of the same will be punishable by revocation of the permit in addition to any other punishment that may be imposed in accordance with law.

#### *Rule 23. Permit to Operate Boats for Rent or Hire*

(a) Permission to rent, hire or operate for charge any kind of boat, or water craft, whether powered or not, on any park waters or from any park dock, mooring or marina area, shall be reserved for the Parks Department or regularly licensed operators. Any boat operating for any commercial activity or for hire, or carrying passengers for money, or contemplating same, before docking or mooring or receiving such passengers at any dock or wharf or landing place or anchorage in the park jurisdiction shall obtain a special permit from the Department.

(b) It shall be necessary for any person operating passenger launches or excursion boats from park waters for rent or hire or carrying passengers for money who desires to maintain a scheduled boat line to land, anchor or tie up in any park area, either seasonal or annual, to make formal written application to the Park Department and upon receiving permission to operate such boat lines or liveries such permittee shall be subject to all the rules and regulations governing the operation of boats in park waters, including the inspection requirements of the Department.

#### *Rule 24. Picnic Shelter Permit*

(a) Normally the larger picnic shelters and their facilities will be used only on reservation, which must be obtained in advance and must be for a specific time and duration. However, picnic shelters may be used by the public without charge during unreserved periods. Reservations for picnic shelters shall be subject to the provisions of the permit and use of picnic areas must comply with park rules concerning same.

(b) Unless permitted by the Department Director, financial arrangement in connection with picnics held in a park, either on a reserved basis or otherwise, must be made outside the limits of the park, and the sale of tickets, acceptance of money, soliciting or accepting donations or offerings, in order to defray the expense of a picnic or to realize a profit therefrom is prohibited and subjects a permit holder to immediate cancellation of said permit.

*Rule 25. Camping*

There shall be no camping or overnight stay in parks unless authorized by the ~~Park Manager~~ Department Director. ~~Camping in permanent cabins constructed by the Park Department~~ or in privately owned tents erected under Parks Department permit and used by groups of persons under adequate supervision are the only types of overnight camping that shall be allowed in the parks. Hence, the bringing into a park and using for overnight occupancy any house trailer, camp trailer, camp wagon, or any other form of moveable structure or special vehicle, except in areas designated for that purpose by the Parks Department, is prohibited.

SANITATION

*Rule 26. Pollution of Waters*

Using the fountains, drinking fountains, ponds, lakes, streams, bays, or any other bodies of water within the parks, or the tributaries, storm sewers or drains flowing into them as dumping places for any substance or matter or thing which will or may result in the pollution of said waters is strictly prohibited.

*Rule 27. Refuse, Trash, and Destruction of Park Property*

(a) No person shall deposit or drop or place any refuse including bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, tobacco products or containers of foil upon the ground or on any other park property except in receptacles provided for trash disposal. At no time shall any petroleum products be disposed of on park property ~~except into those containers provided at marina facilities for that purpose.~~

(b) No person shall bring to or use any water or beverage container made of glass on any beach available to the public in the ~~unincorporated area of the County~~ Town of Cutler Bay.

(c) No person shall deposit into any recycle bin or container any material other than that for which it is intended.

UNDESIRABLE ACTS AND BEHAVIOR

*Rule 28. Noise*

No person entering or upon Parks and Recreation areas shall make excessive unnecessary noise, and all provisions of Chapter 21-28 and 21-28.1 of the Town of Cutler Bay Code shall apply to and be enforced in all park areas.

*Rule 29. Merchandising, Vending, Peddling, etc.*

No person, organization or firm other than licensed concessionaires permitted by and acting under the authority of the Parks Department will expose or offer for sale, rent or trade, any article or thing, or station or place any stand, cart, or vehicle for the transportation, sale or display of any article or merchandise within the limits of any park or recreation area.

*Rule 30. Advertising, ~~and~~ Publicity and Signs*

No person shall advertise or obtain publicity through any means whatsoever within or upon any park property, except as permitted by Article ~~6~~ 7 of the Miami- Dade County Home Rule Charter. To insure compliance, specific approval in advance and in writing from the Department Director is required and such approval shall be so worded as to prohibit damage to or marring of park property or vegetation, disturbance of park patrons or the display of anything unsightly or in disharmony with park beauty.

*Rule 31. Public Demonstration, Gatherings, Performances, Speeches, etc.*

The ~~County~~ Town Manager in conjunction with the Parks and Recreation Department Director has the responsibility and authority to establish guidelines for the permitting for demonstrations, gatherings, performances or other mass assemblages at Town parks. Such rules and regulations shall be codified ~~in~~

via Administrative Order 8-3, as amended, and be readily accessible to the public.

*Rule 32. Under the Influence of Drugs and/or Alcohol Intoxication*

No person who is intoxicated or under the influence of drugs will be permitted entry to parks or recreation areas and if discovered therein will be ejected forthwith.

*Rule 33. Intoxicating liquors, Beer, Wine, etc.*

Drinking of alcoholic liquors or beverages and the bringing of such into the park areas shall be permitted only under the circumstances set forth in the following paragraphs:

~~(a) At certain special specifically designated facilities where meals or lunches are served under concession privileges, the sale of alcoholic liquors or alcoholic beverages by such concessionaire or his employees will be permitted under strict regulation, being restricted to certain hours of the day and under the special authorization and control of the Department. Such sales shall be made only in individual cups (not in original packages or otherwise in bulk) and shall be served for consumption on the immediate premises of the concession and such sales of beer and wine are to be permitted only in open containers for consumption on the immediate premises of the concession except that the sale of unopened containers through concessions furnishing boats will be permitted.~~

~~(b)~~ (a) At picnic parties during the hours of noon to sundown; and can only be consumed at picnic shelter areas or areas specifically designated by the Department Director. Special events as designated by the Department Director shall be exempt from the provisions of this paragraph.

~~(c) Owners of boats or vessels regularly docked or moored at or in park marina areas, or occupants of cabanas, shall be permitted to transport alcoholic liquors or beverages across park properties for use on board said boats, vessels, or in cabanas only.~~

~~(d)~~ (b) Unless authorized in writing by the Director of the Parks and Recreation Department, the consumption of alcoholic beverages is specifically prohibited by those directing, participating in, or spectators of any athletic events. However, under no circumstance shall the Director of the Parks and Recreation Department authorize the consumption of alcoholic beverages at any youth activities and programs, regardless of who they are organized by the County or self-organized and authorized under permit by the Department.

~~(e) The Director of the Parks and Recreation Department shall provide the Board of County Commissioners with a monthly report detailing the permitted instances of alcohol consumption at adult athletic events and the results thereof in order to allow the Board to assess the impact to the parks from such alcohol consumption.~~

*Rule 34. Proper Use of Facilities*

(a) No person over the age of ten (10) shall occupy such seats or benches or enter into such pavilions or other park structures or sections thereof that are reserved or designed by the Parks Department for the exclusive use of the opposite sex unless, providing personal assistance to a person with a disability, when no unisex facility exists. Children ten (10) years of age and under entering such opposite sex facilities must be accompanied by a parent or guardian.

(b) No person will loiter in or around any restroom, dressing room or bathhouse, picnic shelter, wooded or natural area or parking lot. Loitering will be construed to mean sitting, standing or pacing within plain view of any of the above-mentioned areas for a period of ten minutes or more without making proper use of the facilities for which they were intended.

(c) No person shall be nude or dress or undress to the point of nudity in any park, vehicle or vessel, except in such structures as may be provided for such purpose.

(d) No person shall be permitted to intentionally urinate or defecate outdoors or in plain view of the public within any Town park, except when properly using facilities designed specifically for that use.

*Rule 35. Gambling*

No person or organization shall conduct raffles, bingo games, or card games for money or drawings for prizes or participate in any other forms of gambling within park limits unless specifically permitted in writing by the Parks and Recreation Department.

ENFORCEMENT AND OBEDIENCE TO RULES

*Rule 36. Authority of ~~Miami-Dade~~ Police Department Officials and Parks Department Officials*

(a) It shall be the duty and responsibility of the Town of Cutler Bay Policing Unit of the Miami-Dade Police Department to enforce all State laws, County and Town ordinances, and in conjunction with Department Employees, enforce all regulations and rules as well as all provisions of permits issued by the Parks and Recreation Department within all parks and other areas maintained and operated by the Town of Cutler Bay Parks and Recreation Department the following areas of the County:

~~(1) All parks and other areas maintained and operated by the Miami-Dade Parks and Recreation Department;~~

~~(2) All beaches and ocean areas east of the State designated erosion control line and made available to the public in the unincorporated area of the County and in municipalities.~~

**Sec. 26-2. Effect of other ordinances; cumulative; definitions.**

Other ordinances not in conflict with the police regulations, rules and permits adopted pursuant to Section 26-1 hereof shall be enforced in all properties under the management and control of the Parks and Recreation Department, and violators shall be punished in accordance with the particular ordinance violated.

This chapter and the police regulations, rules and permits adopted pursuant to Section 26-1 hereof shall be taken to be cumulative and shall not be construed to amend or repeal any other valid County or Town ordinance or penalty.

In construing the foregoing provisions and each and every word, phrase, or part thereof, where the context will permit, the definitions provided in Section 1.01 Florida Statutes shall apply.

~~Sec. 26-2.1. Reserved.~~

~~Sec. 26-3. Application to Rickenbacker Causeway and Venetian Causeway.~~

~~The provisions of this chapter, save and except Rules 3.(a) and (b), 16.(a), 22.(a) and (b), 11. (a), and 7.(e) as stated in Section 26-1 hereof, shall be applicable to and enforced by the Metro Dade Police Department in, about and on Rickenbacker Causeway and Venetian Causeway and all improvements, recreation areas and public property thereof.~~

**Sec. 26-43. Penalty.**

Any person convicted of a violation of any of the provisions of the Police Regulation, Rules and Permits adopted pursuant to Section 26-1, with the exception of Section 26-1, Rules 27(a) and 8(b), shall be punished by a fine not to exceed one hundred dollars (\$100.00) or by imprisonment in the County Jail for a period not to exceed thirty (30) days or such fine and imprisonment. Violation of Section 26-1, Rules 27(a) and 8(b) shall be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County Jail for a period not to exceed thirty (30) days or both such fine and imprisonment. Any person who violates Section 26-1, Rule 8(b) by writing, painting or drawing any inscription, figure or mark ~~or~~ of any type on park property shall be punished in the manner set forth in Section 21-30.01 (3) of ~~this~~ the Code of the Town of Cutler Bay, Florida.

~~Sec. 26-5. County employees and officials receiving benefits at county facilities. None of the following enumerated persons: (a) County officials; (b) Members of the Public Health Trust; (c) Employees of either the County or Public Health Trust who receive executive benefits; shall accept or grant any discount or other complimentary financial benefit, for playing golf or tennis at any Town park or other facility, unless such discount or benefit is available to all County employees under the same terms and conditions or unless such discount or benefit is available to all members of the public under the same terms and conditions. Violation of this section shall be punishable by a fine not exceeding five hundred dollars (\$500.00), or by imprisonment in the county jail for not more than sixty (60) days -- or by both such fine and imprisonment.~~

~~Secs. 26-6 - 26-20. Reserved.~~

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**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 17<sup>th</sup> day of March, 2010.

PASSED AND ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

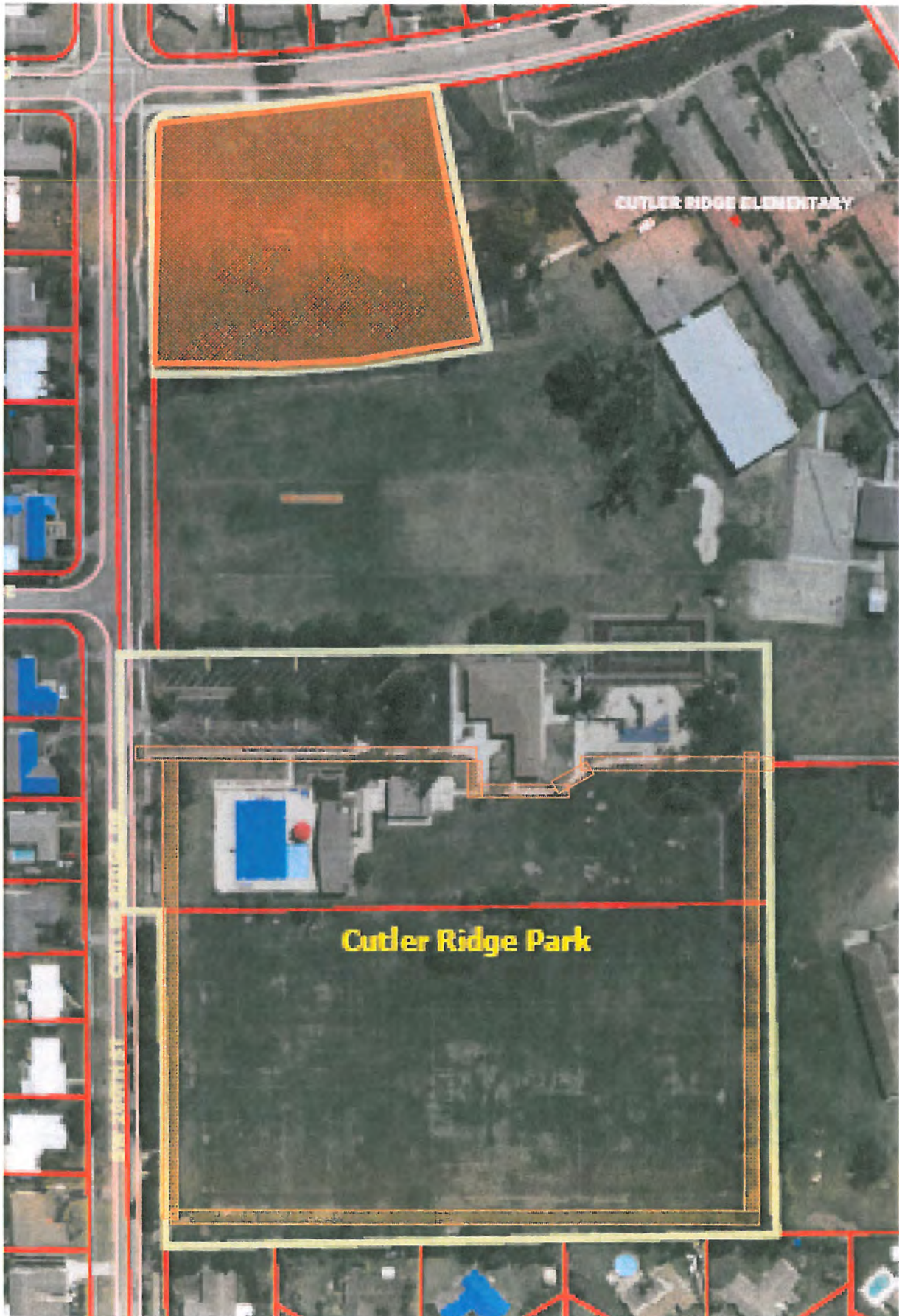
Councilmember Timothy J. Meerbott \_\_\_\_\_

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

BEL AIRE PARK  
PROPOSED NO DOGS ALLOWED



CUTLER RIDGE PARK  
PROPOSED DESIGNATED DOG AREAS





FRANJO PARK  
PROPOSED NO DOGS ALLOWED



LINCOLN CITY PARK  
PROPOSED DESIGNATED DOG AREAS



SAGA BAY PARK  
PROPOSED DESIGNATED DOG AREAS



SAGALAKE PARK  
PROPOSED DESIGNATED DOG AREAS



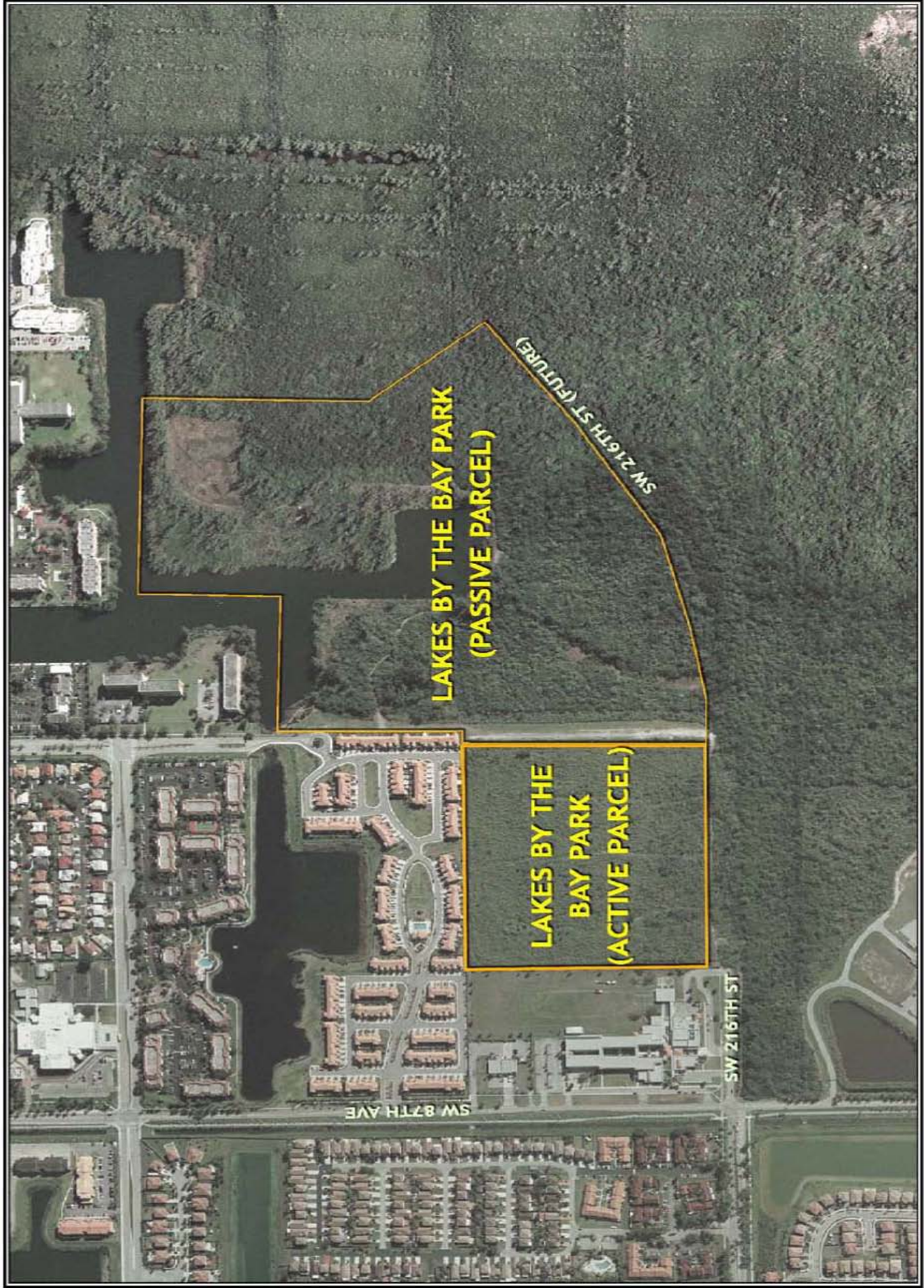
WHISPERING PINES PARK  
PROPOSED NO DOGS ALLOWED



**LAKES BY THE BAY PARK**

DOG FRIENDLY PARK/  
FUTURE DESIGNATED OFF-LEASH AREA

FUTURE DESIGNATED OFF-LEASH AREA



**LAKES BY THE BAY PARK  
(PASSIVE PARCEL)**

SW 216TH ST (FUTURE)

**LAKES BY THE  
BAY PARK  
(ACTIVE PARCEL)**

SW 87TH AVE

SW 216TH ST