



TOWN OF CUTLER BAY

Mayor Edward P. MacDougall
Vice Mayor Ernest N. Sochin
Councilmember Peggy R. Bell
Councilmember Mary Ann L. Mixon
Councilmember Sue Ellen Loyzelle

Town Attorney Mitchell Bierman
Town Attorney Chad Friedman
Town Manager Steven Alexander
Town Clerk Esther B. Coulson

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations 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 20, 2011, 7:00 p.m.
South Dade Regional Library
10750 SW 211th Street
Cutler Bay, Florida 33189

1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS AND DEFERRALS

2. PUBLIC COMMENTS

3. PROCLAMATIONS, AWARDS, AND PRESENTATIONS

- A. Troop 457 Eagle Scout Commendations
- B. MD Police Department Life-Saving Awards
- C. East Ridge Proclamation – 50th Year Anniversary
- D. National Public Works Week Proclamation

4. APPROVAL OF MINUTES

- A. Joint Council Meeting – March 8, 2011
- B. Council Workshop Meeting – March 14, 2011
- C. Regular Council Meeting – March 16, 2011
- D. Joint Council Bay Point Tour Meeting – March 22, 2011
- E. Special Meeting – March 30, 2011

TAB 1

5. REPORTS

A. TOWN MANAGER'S REPORT

B. TOWN ATTORNEY'S REPORT

Executive Session – April 27, 2011 – 4:00 p.m.

Pride Homes of Lakes by-the-Bay Parcel F, LLC et. al. v. the Town of Cutler Bay

C. BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS

Charter High School Advisory Committee Report

Educational Compact Advisory Committee Applications:

- Maribel Pizarro
- Petra Burns
- David Biegen (Bell)
- Stephanie Kleine (Sochin)
- Gilda L. Chang
- Cristine O'Hara (Loyzelle)

6. 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, RECOGNIZING APRIL 22, 2011 AS *EARTH DAY*, AND PROVIDING FOR AN EFFECTIVE DATE. (Mixon)

TAB 2

- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING A "BUY AMERICA" POLICY FOR THE PURCHASE OF TOWN SUPPLIES, MATERIALS, AND EQUIPMENT; PROVIDING FOR AUTHORIZATION, AND PROVIDING FOR AN EFFECTIVE DATE. (Mixon)

TAB 3

- C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A FEDERAL AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) STIMULUS, A FLORIDA ENERGY AND CLIMATE COMMISSION GRANT AWARD, TO MAKE TOWN HALL MORE ENERGY EFFICIENT; PROVIDING FOR UTILIZATION OF THE GRANT FUNDS TO PURCHASE AND INSTALL INTERIOR AND EXTERIOR LIGHTING WITH ENERGY EFFICIENT LIGHT FIXTURES; TO PURCHASE AN ELECTRIC VEHICLE CHARGING STATION, AND TO CREATE COMMUNITY AWARENESS ON GREEN PRACTICES; APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE GRANT AGREEMENT NO. ARS135 BETWEEN THE TOWN, STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR, AND THE FLORIDA ENERGY AND CLIMATE COMMISSION, AND PROVIDING FOR AN EFFECTIVE DATE. (Mixon)

TAB 4

- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA REQUESTING THE TOWN MANAGER TO POST A MONTHLY REPORT OF THE TOWN'S CHECK REGISTRY; REQUESTING THAT THIS INFORMATION BE PROVIDED IN THE FUTURE ON A MONTHLY BASIS; AND PROVIDING AN EFFECTIVE DATE. (MacDougall) **TAB 5**
- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA ESTABLISHING THE 2011 COMMUNITY-WIDE GARAGE SALE DATES PURSUANT TO ORDINANCE 10-02, AND PROVIDING FOR AN EFFECTIVE DATE. (Bell) **TAB 6**
- F. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING RESOLUTION 07-41 BY CHANGING THE NAME OF THE CHARTER SCHOOL COMMITTEE TO THE EDUCATION ADVISORY COMMITTEE; FURTHER AMENDING RESOLUTION 07-41 BY EXPANDING THE JURISDICTION OF THE COMMITTEE; AMENDING RESOLUTION 11-18 RELATING TO THE EDUCATION ADVISORY COMMITTEE'S ROLE WITH THE EDUCATIONAL COMPACT ADVISORY COMMITTEE AND PROVIDING FOR AN EFFECTIVE DATE. (Sochin) **TAB 7**
- G. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IDENTIFYING PROPERTY LOCATED AT 22025 S.W. 87 AVENUE (A.K.A. BAYPOINT SCHOOL) AS A POTENTIAL SITE FOR A MUNICIPAL CHARTER SCHOOL; AND PROVIDING FOR AN EFFECTIVE DATE. (Sochin) **TAB 8**
- H. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA TO APPOINT AN ADVISORY COMMITTEE MEMBER TO THE PARKS AND RECREATION ADVISORY COMMITTEE, AND PROVIDING FOR AN EFFECTIVE DATE. (Sochin) **TAB 9**
- I. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA TO APPOINT ADVISORY COMMITTEE MEMBERS TO THE EDUCATIONAL COMPACT ADVISORY COMMITTEE, AND PROVIDING FOR AN EFFECTIVE DATE. **TAB 10**
- J. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, DESIGNATING THE MONTH OF APRIL 2011 AS *WATER CONSERVATION MONTH*, AND PROVIDING FOR AN EFFECTIVE DATE. **TAB 11**
- K. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE CUTLER BAY TOWN CENTER BUILDING LOCATED AT 10720 CARIBBEAN BOULEVARD; APPROVING THE RESULTS OF A REQUEST FOR QUALIFICATIONS (RFQ) 11-01, AWARDDING **TAB 12**

THE TOP FIVE (5) PRE-QUALIFIED GENERAL CONTRACTORS AS SHOWN ON EXHIBIT "A" TO PERFORM WORK AT THE CUTLER BAY TOWN CENTER BUILDING COMPLEX; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT RELATING TO THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

- L.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SELECTING AMERICAN FACILITY SERVICES, INC. TO PROVIDE JANITORIAL MAINTENANCE SERVICES AT THE CUTLER BAY TOWN CENTER BUILDING LOCATED AT 10720 CARIBBEAN BOULEVARD; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH JANITORIAL MAINTENANCE SERVICES, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 13

- M.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SELECTING ORACLE ELEVATOR COMPANY TO PROVIDE ELEVATOR MAINTENANCE SERVICES AT THE CUTLER BAY TOWN CENTER BUILDING LOCATED AT 10720 CARIBBEAN BOULEVARD; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ORACLE ELEVATOR COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 14

- N.** A RESOLUTION OF THE TOWN COUNCIL OF CUTLER BAY, FLORIDA, RE-EMPHASIZING OUR COMMITMENT TO MAINTAIN CIVILITY IN THE CONDUCT OF THE PUBLIC'S BUSINESS. (Bell)

TAB 15

7. 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.

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

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.

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

- A.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 07-19 RELATING TO GARAGE SALES; PROVIDING FOR REGULATIONS RELATING TO NONPROFIT ORGANIZATION GARAGE SALES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (Mixon)

TAB 16

- B.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 10-08 RELATING TO TOWN ADVISORY BOARDS, AND PROVIDING FOR AN EFFECTIVE DATE. (MacDougall)

TAB 17

10. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING OUTDOOR MARKET REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (Bell)

TAB 18

END OF PUBLIC HEARING

11. 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.

12. MAYOR AND COUNCIL COMMENTS

13. OTHER BUSINESS

14. ADJOURNMENT

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
Joint Meeting Among
CHARTER HIGH SCHOOL COMMITTEE
MIAMI-DADE COUNTY PUBLIC SCHOOL**
Tuesday, March 8, 2011, 8:30 a.m.
Town Hall
10720 Caribbean Boulevard, Suite 105
Cutler Bay, FL 33189

**COUNCIL
MEMBERS
PRESENT:**

Mayor Edward P. MacDougall
Vice Mayor Ernie Sochin (Committee Liaison)
Councilmember Peggy Bell
Councilmember Sue Ellen Loyzelle

**COMMITTEE
MEMBERS
PRESENT:**

Rosi Alvarez, Chair
Elizabeth Faust
Pat Fulton
Louise Lockwood
Sandra Nanni
John Sykes

**MIAMI-DADE
COUNTY PUBLIC
SCHOOL PRESENT:**

Dr. Lawrence S. Feldman, Miami-Dade County Public School (MDCPS)
Board Member District V., Vice Chair
Jackeline "Jackie" Fals, MDCPS Chief of Staff
Mr. Steffond L. Cone, MDCPS Region V Administrative Director

ALSO PRESENT:

Steve Alexander, Town Manager
Steve Zarzecki, Town of Cutler Bay Resident
Erin O'Donnell, Assistant to the Town Clerk
Esther Coulson, Town Clerk

CALL TO ORDER

The meeting was called to order.

SELF-INTRODUCTIONS

Later in the meeting and upon the mayor's request, those in attendance gave self-introductions.

VICE CHAIR

Dr. Feldman gave a report on the accomplishments, ratings, and status of the MDCPS amongst the staff, citizens and business community and addressed the potential impacts due to the forthcoming budget cuts.

March 8, 2011

Page **1** of **5**

Council, Committee, and School District Joint Meeting

Dr. Feldman outlined the functions of the District V office and the available programs and opportunities for existing schools in the town and surrounding areas.

Recognizing the loss in residents and the increasing aging population, the council and committee members shared similar examples of problems faced with students who attend high schools elsewhere outside the town's boundaries.

The mayor read into the record an excerpt from Ms. Petra Burns, Town of Cutler Bay resident, regarding the lack of magnet programs feed Maritime and Science Technology (MAST) academy in the area and recognized Centennial Schools, a school of choice, as a possible magnet program eventually extending to a Maritime High School program. (A copy of the respective document is filed with the supplemental papers to the minutes of this meeting.)

Dr. Feldman described his education, background and long time experience in education; the school system's previous denial and neglect in the area south of Southwest 168 Street to the Florida City Line, and statistical reports of successes in the school system over the recent years. Dr. Feldman identified the successful schools within and surrounding the town's boundary and gave details of the following:

- Caribbean Elementary, a self-magnet program, connected to museums and playhouses all over the country paid for with District V funds;
- middle schools within District V with students meeting monthly with district staff and connected in a community college program (in preparation for college life);
- Miami Southridge Senior High, with Florida International University (FIU), involved as part of a college preparatory program and teachers coming on campus to educate students;
- neighborhood international study/language schools (provided there are funds to support same) with agreements among national governments/various consulates paying for teachers' salaries;
- children shadowing on a monthly basis addressing skills needed by approving an interlocal agreement between the town and the school board;
- Cutler Ridge Middle, a sixth to eighth grade conservatory of music, performing arts, and drama program and as an academy of forensics, approved by the Attendance Boundary Committee (ABC) at the district's request and currently working on solar energy building improvements as a pilot project;
- Cutler Ridge Elementary playground's disrepair and his goals to make the best schools as a commitment to the region office;
- Federal grants advance funding for local magnets;
- (the transformation of schools that were desegregated and the balancing of student and communities' needs and the perception of various schools, and
- Miami Southridge Senior High's anticipated funding of \$500,000 over the next three years

March 8, 2011

Page 2 of 5

Council, Committee, and School District Joint Meeting

Cutler bay have to decide whtehr to pursue magnet dollars and how to fund its continuation

Bell Making Whigham into K-8 and turn Centinnial into a local high school; you need to let the district know as much as you can on ideas by holidng a community meeting; wherever you put the magnet in an area such as cutler theschool system is broken down mathing section 1-5 by removing students to another schoool

Dr. Feldman explained that the town would be notified by the district on March 23 with the opportunity to share preferences in the boundary proposals and address the town's concerns, concepts and ideas and:

- Believed that there is 100 percent choice for parents with students in charter schools;
- Recognized the meeting that will be held on March 25, 2011 among Dr. Helen Blanch, MDCPS Assistant Superintendent of School Choice to address possibilities of magnet; Ms. Iraida Mendez-Cartaya, MDCPS Assistant Superintendent, Intergovernmental Affairs, Grants Administration and Community Services, the mayor and the vice mayor;
- Suggested that the Charter High School Committee develop a solution on what best fits the town as it relates to education;
- Encouraged the town to provide input to the Attendance Boundary Committee (ABC);
- Requested consideration of virtual teaching and learning by wireless with the introduction of programs from other parts of the country;
- Recommended developing an interlocal agreement (ILA) -- with his help, Ms. Valtena G. Brown, MDCPS Region V Superintendent, and Dr. Blanch with the town's committee or council involvement – as a school board item;
- Advised creating an education committee comprising of: all principals in the area schools, citizens, and the mayor or who would meet periodically to maintain a high level of creativity and understanding and allowing the elected body to be aware of what is going on in the area schools;
- Suggested making a request from Ms. Brown to invite different school principals to attend every education committee meeting; give a presentation on what is going on in their respective schools; present a five-minute video tour of their faculties narrated by the mayor, and link them together on a screen as a loop in order for visitors to see at the town hall and business people who would recognize what is available as another way of conveying a message;

March 8, 2011

Page 3 of 5

Council, Committee, and School District Joint Meeting

- Advised Mrs. Teri Trivizas, Region V Coordinator, MDCPS Council PTA/PTSA and all PTA school presidents to attend town-sponsored events who would be able to provide a telephonic script accessing every student through parents' telephones and additionally seek grants that can be applied for through PTAs;
- Reported on the MDCPS' purchase of its own FM Radio frequency 97.3 station broadcast on a loop highlighting up-to-date information for parents;
- Recommended entering into an ILA requesting that the MDCPS provide a band, Reserve Officer Training Corps. (ROTC), color guards etc. which travels all over the state and conduct marches at the town's events;
- Advocated students to feature their talents and entertain the public at businesses, shopping malls, etc.
- Proposed initiating a night reading program to teach people how to read or initiating a culinary arts program, and
- Suggested allowing students to conduct catering services.

Dr. Feldman explained the procedures he undertakes with:

- the principals at the next regional meetings;
- every high school student-government leaders and parent representatives from high school PTAs prior to MDCPS board meeting on questions relating to the school board's agenda;
- the community and local governments by sending district V staff to town hall, publically noticed, and holding "sit and meet" coffee conversations and promoting bike programs where mayors ride and meet without charge,
- every school and mayors, when hosting town hall meetings three times per year, for the presentation of awards to and pictures taken with students,
- meetings he hold on the budget relating to region V, and
- all high school graduations which he attends.

The mayor recognized the council's focus on charter schools and what best fits the town and addressed the need for an education committee which lives on.

ADJOURNMENT

March 8, 2011

Page 4 of 5

Council, Committee, and School District Joint Meeting

There being no other business, the meeting adjourned at 11:38 a.m.

The minutes were approved at the April 16, 2011 meeting.

Signed _____
Esther B. Coulson, Town Clerk

DRAFT

**TOWN OF CUTLER BAY
WORKSHOP**

Monday, March 14, 2011, 4:00 p.m.
Town Hall
10720 Caribbean Boulevard, Suite 105
Cutler Bay, FL 33189

MEMBERS Mayor Edward P. MacDougall
PRESENT: Vice Mayor Ernie Sochin
Councilmember Peggy Bell
Councilmember Mary Ann Mixon

Councilmember Sue Ellen Loyzelle participated in this day's meeting by telephonic conference.

ALSO PRESENT: Steve Alexander, Town Administrator
Chad Friedman, Town Attorney
Esther Coulson, Town Clerk

1. CALL TO ORDER

The mayor called the meeting to order and with a quorum present, led in the Pledge of Allegiance to the Flag.

2. DISCUSSION ITEMS

The mayor addressed the manner in which items can be placed on this evening's workshop agenda from the mayor and/or any councilmember by contacting Ms. Coulson.

A. Charter/Magnet School

Vice Mayor Sochin gave a report on the position taken at the March 10, 2011 Charter School Committee recommending the renaming of its committee to "Education Committee" due to the expanded nature of public schools. He noted that a meeting will be held on March 14, 2011 with representatives from the Miami-Dade County Public Schools Superintendent's Office. Additionally, he referred to his meeting earlier this day with District 8 Miami-Dade County Commissioner Lynda Bell as she is interested in the importance of charter schools for the town and pointed out the meetings held with District 9 Miami-Dade County School Board Vice Chair Dr. Lawrence Feldman.

The mayor recognized the current Charter High School Committee's position to expand versus two committees and the proposed resolution to create an Educational Compact Advisory Committee to be considered by the town council

at its March 16, 2011 meeting. According to the town's adopted 2008 through 2011 Strategic Plan and with respect to the development and implementation of appointing an education committee, the mayor noted that the town is three years behind.

After discussion, Councilmember Bell gave an overview on the issue of compacts with the school district; acknowledged the council's plan to consider on its March 16, 2011 agenda a proposed resolution creating an Educational Compact Advisory Committee, and expressed concerns on comments relating to meetings with the school board representatives.

In response, the mayor stressed the importance of working together and moving forward on the subject issue. He addressed his efforts, over two years, in working with Bay Point Schools and conveyed their request to have one line of communication through the mayor regarding the charter school and not to contact anyone at the school. The mayor concurred with Mr. Alexander's remarks on what it appears to be Bay Point School's interest to make its property available to the town and mentioned the plan for the council and the Charter School Committee members to visit the facility.

After Councilmember Loyzelle announced her current relationship with Dr. Mary Louise Cole-Wood, Bay Point Schools founder, president and Chief Executive Officer, and the Bay Point School students as it relates to Leadership Miami, the mayor confirmed that there is no problem in this regard.

B. Complaint Log

The mayor referenced a recent anonymous complaint to the Code Enforcement Department and reviewed the copy of the complaint log whereby the town manager will be maintaining same. (A copy of said log is filed with the supplemental papers to the minutes of this meeting.

After extensive discussions, the mayor recognized that the town's complaints procedure has been underutilized; agreed in the affirmative to suggestions to implement the process electronically with a case number assigned, and recommended that the town's policy be changed and developed by the town manager.

C. Quarterly Budget

The first quarter 2011 preliminary budget was posted on the website which was submitted for the record and filed with the supplemental papers to the minutes of this meeting.

D. Bus Benches/Shelters

Mr. Alexander believed the Bus Benches/Shelters would be considered at the April 2011 MDC Regional Transportation Committee meeting; anticipated that the town's possession of the shelters would be by the end of May 2011, and noted that a contract would be required on the bus benches.

After extensive discussions, reference was made to the council's actions at its January 19, 2011 meeting approving an interlocal agreement with the county on the transfer of bus benches and shelters.

Discussion was held on the location of bus benches which could be incorporated into the existing contract and establish control on the type of lighting and advertising at bus shelters. Recognizing that the bus benches and shelters are not budgeted, it was noted that the council could opt for a procurement process or the town would be responsible for the maintenance.

Following further deliberations, Councilmember Loyzelle expressed willingness to work with Mr. Alexander, and at his request she indicated that she would provide the contact information with a proforma.

E. "Buy American"

The mayor referred to the recent ABC News featuring "Made in America" Challenge on working with a family to furnish their home with products made in America at a reduced cost of what it was originally.

The mayor recognized the listing of brand name products and services available; the savings as a result, and the opportunity in the creation of jobs.

After discussion and upon the mayor's suggestion, **the council, by unanimous consent, concurred to put into practice that, within the confines, town purchases be made by buying American products.** Councilmember Mixon agreed to work this matter.

F. Commercial/Community Garage Sales

The mayor pointed out annual fundraising activities by the boy scouts such as holding garage sales on a commercial property; recognized their request to the town to implement same which was recently denied, and suggested that the town review its existing policy.

Mr. Alexander recommended that someone propose amending the existing garage sales ordinance for commercial properties whereby the proceeds from garage sales would be identified and allocated towards a not-for-profit charitable organization.

Councilmember Bell referred to Garage Sales Comprehensive Regulations Ordinance 07-19 and in response Councilmember Mixon proposed, after receiving the garage sale permits, the identification of garage sale locations with the dates of the garage sales for the week which ought to be available on the website. She agreed to sponsor a resolution on the community-wide garage sale dates as well as propose an amendment to the existing garage sales ordinance.

Councilmember Bell suggested that the legal staff provide to Ms. Coulson a disclaimer language to be included on a form.

G. Suggestion Box

The mayor pointed out his conversations with Mr. Alexander on the suggestion box and described its location which can be renamed and utilized.

Discussion was held on a general notice to town staff soliciting input for constructive criticism of value on efficient town operations; suggestions on annual cost savings with an incentive offered by the town, and responses transmitted to Ms. Coulson who would draft the comments on a single card for council review.

Councilmember Loyzelle described SurveyMonkey[®] (an online survey compiling suggestions logged by user) and addressed her intent to provide more information with the intent to work with Mr. Alexander on same.

H. Flashing Lights in School Zones

After the mayor recalled the council's previous consideration of flashing lights in school zones, he pointed out a subsequent request and noted Public Works Department Director Ralph Casals' response that he had information on the costs. The mayor identified three schools; namely, Gulfstream Elementary, Bel-Aire Elementary, and Cutler Ridge Middle Schools.

Vice Mayor Sochin volunteered to deal with the issue and believed it ought to be something that the town ought to execute.

After discussion, Councilmember Loyzelle addressed her willingness to forward traffic safety grant-related programs to Ms. Coulson. Councilmember Loyzelle indicated that she would communicate with Dr. Alberto Carvello, Miami-Dade Schools Superintendent, and coordinate same through Ms. Coulson, Mr. Alexander and Vice Mayor Sochin.

I. Grants

After the mayor cited the provision under Section 3.12, of the Town Charter regarding the engagement of a grant writer, Mr. Alexander identified Mr. Robert

Ruano who has been retained with the town as a grant writer for approximately six months.

Ms. Sandi Nanni, Town of Cutler Bay resident, was also acknowledged as a grant writer.

Mr. Friedman addressed Councilmember Loyzelle's ability and the right to remain as a policymaker and utilizing her resource and expertise as the grant writer whereby the town's grant writer would take directions from Mr. Alexander.

J. Councilmembers' Assignments

- i. Vice Mayor Sochin, Communications
- ii. Councilmember Mixon, Environment
- iii. Councilmember Bell, Parks and Recreation
- iv. Councilmember Loyzelle, Grants

In addition to grant writing, Councilmember Loyzelle outlined her other areas of interest as it relates to the elderly which she could propose.

Councilmember Mixon suggested the concept *Once a Day for Cutler Bay* whereby residents would make a commitment to pick up one trash a day for an indefinite time and school students who participate in the idea as a poster contest would receive certificates of awards.

Councilmember Loyzelle indicated that she forwarded on to Mr. Alexander for review the Environmental Education Regional Grants due in May 2011; a copy of which is filed with the supplemental papers to the minutes of this meeting.

K. Transparency

Mr. Alexander indicated that the town received no responses to the Web-Based Information Portal, Request for Proposals (RFP) and conveyed staff's request for Tyler Technologies to review same.

3. OTHER BUSINESS

· iPad

Since meeting at the Apple iTunes Store recently, the mayor demonstrated how he utilizes the iPad with the town's documents and outlined the advantages environmentally.

After discussion, the town manager recommended the purchase of iPads for the council and staff and suggested the need for training.

Following further discussion, Councilmember Mixon questioned the cost-effectiveness of the iPads; gave her calculations on annual expenses per year in saving paper with all agendas, and addressed the need to be accountable to the public.

Certificate of Use Ordinance

The mayor conveyed comments by citizens on his initiation of the proposed Certificate of Use Ordinance presented it at the February 16, 2011 regular meeting for consideration; the notion that it was his issue and his idea which he confirmed was not, and his conversations with Mr. Alexander in this regard. The mayor recalled the matter before the council at a previous meeting which is being addressed as destroying a rumor.

After discussion, Councilmember Bell recalled an ethics violation and complaint filed against the Political Action Committee (PAC) which promoted the town's charter before serving on council and recollected the accusations made whereby an attorney was retained to remove the accuser's statements.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 6:33 p.m.

The minutes were approved at the April 20, 2011 Regular Council Meeting.

Signed _____
Esther B. Coulson, Town Clerk

Signed _____
Edward P. MacDougall, Mayor

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

Wednesday, March 16, 2011, 7:00 p.m.
South Dade Regional Library
10750 Southwest 211 Street
Cutler Bay, Florida 33189

Members Present:

Mayor Edward P. MacDougall
Councilmember Peggy R. Bell
Councilmember Mary Ann Mixon
Councilmember Ernest N. Sochin

Also Present:

Town Manager Steven Alexander
Town Attorney Chad Friedman
Town Clerk Esther B. Coulson

(Councilmember Sue Ellen Loyzelle entered the meeting room as reflected in the minutes of this meeting.)

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

The mayor called the meeting to order at 7:07 p.m.; requested that Ms. Coulson call the roll, and with a quorum present, he led in the Pledge of Allegiance to the Flag.

(Councilmember Loyzelle entered the meeting room during the following item.)

ADDITIONS, DELETIONS AND DEFERRALS

At the mayor's request, Ms. Coulson announced the inclusion of a supplemental agenda item Charter High School Committee proposed resolution.

By unanimous consent, the council agreed to consider Charter High School Advisory Committee proposed resolution under Consent Agenda 6.E.

2. PUBLIC COMMENTS

Mr. Steve Zarzecki, Town of Cutler Bay resident, referred to Section (6), Right to Notice under Citizen's Bill of Rights of the town charter; cited his concerns on the inclusion of the proposed resolution as 6.E. as an add-on item, and requested that the council not attempt to abridge or weaken the citizens' rights.

Mr. Zarzecki requested that an amendment be made to the proposed agenda walk-on procedures resolution to reflect that the agenda must be available on the town's website 48 hours prior to the town council meeting and strike the last sentence in section two of the proposed resolution that allows introduction of items without public notice in violation of town charter or reject the resolution in its entirety.

Mses. Juanita Strickland, Town of Cutler Bay resident, voiced problems with the property owner's lack of care of a neighboring property and his son's terrorizing her for

two years by shooting at her home and her vehicle; the damage to her windows made as a result breaking her windows with a gun, and the police report filed and complaints previously made to no avail. She requested that the town deal with the matter.

Ms. Gennis, Town of Cutler Bay resident, addressed concerns on the affect of property values if residents were allowed to have chickens; indicated that there would not be enough code enforcement staff to deal with same, and cited reasons in opposition.

Ms. Barbara Condon, Town of Cutler Bay resident, appeared in support of Mr. Zarzecki's comments.

3. PROCLAMATIONS, AWARDS, AND PRESENTATIONS

Ms. Laura Derrick, Town of Cutler Bay resident gave a detailed presentation on "Urban Chicks" and addressed the intent to collect further signatures in support. (Signed petitions to allow hens in Cutler Bay were submitted for the record and filed with the supplemental papers to the minutes of this meeting.)

After discussion, Councilmember Bell noted the problems posed by hens and expressed preference on reviewing other municipalities' accomplishments before the town considers same.

The mayor suggested learning the facts on the issue and indicated that if Ms. Derrick does not want the concept implemented that the council be informed.

4. APPROVAL OF MINUTES

A motion was made by of Vice Mayor Sochin, seconded by Councilmember Mixon that the town council approve the minutes below:

A. February 16, 2011 Regular Council Meeting

After discussion, **a motion was made by Councilmember Bell and seconded by Councilmember Loyzelle that the council approve the amendments to the February 16, 2011 minutes.**

B. Zoning Workshop

February 2, 2011 Zoning Workshop minutes.

C. Local Planning Agency Meeting

February 16, 2011 Local Planning Agency minutes.

Following further discussion, **an amended motion was made by Vice Mayor Sochin, seconded by Councilmember Mixon and unanimously carried, the council approved the previously cited minutes as follows: February 16, 2011, as amended; the February 2, Zoning Workshop and February 16, 2011 Local Planning Agency minutes as submitted.**

5. REPORTS

A. TOWN MANAGER'S REPORT

- **Sewer Main - SFWMD**

Mr. Alexander reported that the dredging of the canal (sewer main) on Caribbean Boulevard identified on South Florida Water Management District's (SFWMD's) budget two years ago was to reduce flooding.

- **BCC GOB Funding**

Mr. Alexander gave the status of the funds of \$4.5 million earmarked to the town from the Miami-Dade County (MDC) Board of County Commissioners' General Obligation Bonds (GOB).

- **PACE Program**

Mr. Alexander indicated that on March 22, 2011, he will return to the Village of Pinecrest to address the Property Assessment Clean Energy (PACE) program and the interlocal agreement (ILA) to create a district; extended the invitation to the mayor to attend, and mentioned the plan to communicate with all the municipal mayors before executing the ILA.

Sign Ordinance

Mr. Alexander referred to the requirements of the sign ordinance previously enacted by the council which required amortization of certain prohibited signs and indicated that the enforcement process is about to begin. He addressed staff's plan to send a letter informing businesses about the ramification.

- **JPA – Caribbean Boulevard**

Mr. Alexander reported that the plans for the Caribbean Boulevard Joint Participation Agreement (JPA) are 100 percent complete and staff is waiting to hear from the county on the submitted plans for review approval.

- **MDC Recall Election and MDC Mayor's Resignation**

Mr. Alexander reported that MDC Manager George Burgess resigned earlier this day after Mayor Carlos Alvarez was recalled in a special election on Tuesday. Ms. Alina Tejeda Hudak, Assistant County Manager, will replace Mr. Burgess.

- **Bus Shelter Bus Benches**

Mr. Alexander relayed the MDC assistant county manager's comments that the ILA with MDC regarding the transfer of bus benches and shelters is scheduled to be on the April 2011 MDC Regional Transportation Committee meeting agenda.

· **On-Line Check Registry**

Mr. Alexander conveyed the interest of the town's vendor which provides the town's accounting computerized system in writing the town's programs. He reported on another firm contracting with the town who is also willing to work on a similar program. Staff intends to present more information on their proposed time frames and costs to the council in future.

· **SMDCAC Trip**

Mr. Alexander gave a report on the contact made by MDC District 8 Commissioner Lynda Bell's Office to Vice Mayor Sochin to invite approximately 25 people from Pinewood Villas to attend a matinee held at the Gusman Center for the Performing Arts in downtown Miami.

Later in the meeting, Mr. Alexander explained that if the air conditioning on the bus and lack of insurance is a problem, the town would not pursue.

On motion of Vice Mayor Sochin, seconded by Councilmember Loyzelle and unanimously carried, the council approved utilizing the town's school buses to the Gusman Center for the Performing Arts trip on March 30, 2011 as a town-sponsored event, subject to insurance liability and air conditioning.

· **Earth Day**

Mr. Alexander referred to a recent communication received from the Earth Day Network to discuss the town's local environmental issues; indicated that he copied Councilmember Mixon in this regard, and addressed her intent to work with them. (A copy of an email dated March 16, 2011 from Ms. Lauren Rohrer, Earthday Network, regarding Cutler Bay's Earth Day Event is filed with the supplemental papers to the minutes.)

· **RFPs -Building Construction**

Mr. Alexander reported on the three different town hall leases relating to recent request for proposals and mentioned the plan to provide additional information to the council.

· **Southwest 97 Avenue – Proposed Circle**

Mr. Alexander relayed a recent telephone call received from the MDC Public Works Department and referred to the former District 8 County Commissioner's allocation of discretionary funds earmarked towards the proposed circle on Southwest 97 Avenue. He requested that

authorization be given to the mayor or town manager to write a letter, on behalf of the council, to District 8 County Commissioner Lynda Bell, with a copy to the public works director, on the town's interest in the circle at Southwest 97 Avenue.

Later in the meeting, and **by unanimous consent, the council agreed with staff's request.**

A question was posed by Councilmember Bell on the status of the Florida Power and Light's (FP&L) Program on Southwest 216 Street to which Mr. Alexander reported that as far as staff is aware, it is on track.

B. TOWN ATTORNEY'S REPORT

Mr. Friedman explained that he will defer discussions on the MDC's Recall Election until more information is received from the county.

C. BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS

Charter High School Committee Applications

At the mayor's request, Ms. Coulson referred to the council's direction at its February 16, 2011 meeting to provide applications received for the Charter High School Committee to Councilmember Mixon; copies of which are filed with the supplemental papers to the minutes of this meeting:

1. M. Pizzaro
2. S. Keime
3. P. Burns

6. CONSENT AGENDA

By unanimous consent, the council took the Consent Agenda items out of order on this evening's agenda and pulled for discussion, Items 6.A. and B. at the request of Vice Mayor Sochin; Item 6.D. at the request of Councilmember Bell, and Item 6.E., at the request of Mayor MacDougall.

C. Resolution – South Florida Parks Coalition Charter

On motion made by Councilmember Mixon, seconded by Councilmember Bell and unanimously carried, the council adopted Resolution 11-17 of the Mayor and Town Council of the Town of Cutler Bay, Florida, supporting and endorsing the South Florida Parks Coalition Charter and the principals on which it stands, and providing for an effective date. (MacDougall)

A. Resolution – Parks and Recreation Advisory Committee

At the request of the mayor, Ms. Coulson read into the record the title of the proposed resolution as follows:

A resolution of the Mayor and Town Council of the Town of Cutler Bay, Florida to appoint an advisory committee member to the Parks and Recreation Advisory Committee and providing for an effective date. (Sochin) (Mr. Brian Smith's r  sum   was attached.)

After discussion and upon Vice Mayor Sochin's request, **the council, by unanimous consent, withdrew from consideration the adoption of the resolution as previously cited.**

B. Resolution – Educational Compact Advisory Committee

At the request of the mayor, Ms. Coulson read into the record the title of the proposed resolution as follows:

A resolution of the Town Council of the Town of Cutler Bay, Florida, creating the Educational Compact Advisory Committee; providing for transmittal, and providing for an effective date. (Bell)

Councilmember Bell gave an overview on initiating the concept and recalled the council's consideration of creating an Educational Advisory Committee over a year ago. She referred to the compact ILA among municipalities and the Miami-Dade County District Schools which was previously provided to the town council and recognized the school representatives' willingness to become involved.

Following further deliberations on a coordinated effort between the Educational Compact Advisory and Charter High School Committees, the mayor conveyed his request made at a previous Charter High School Committee meeting on the need to maintain a unilateral conversation with an organization which has since been broken on the council. He relayed the organization's appeal to no longer deal with the issue and indicated that the council has been apprised on the subject of transparency.

After much discussion, **a motion was made by Councilmember Bell and seconded Councilmember Loyzelle that the town council adopt Resolution 11-18 as previously cited.**

The mayor called for a roll call vote on the motion with the town council members voting as follows:

Councilmember Bell	Yes
Councilmember Loyzelle	Yes
Councilmember Mixon	Yes
Vice Mayor Sochin	No
Mayor MacDougall	Yes

The motion was declared carried on a four to one (4-1) vote.

Ms. Rosi Alvarez, Charter High School Committee Chair, conveyed the committee's attempt to change its name to reflect its real mission on the opportunity to bring a high school to the town.

D. Resolution – Addition of Items to Town Council Meeting Agenda Policy

At the request of the mayor, Ms. Coulson read into the record the title of the proposed resolution as follows:

A resolution of the Mayor and Town Council of the Town of Cutler Bay, Florida, establishing a policy relating to the addition of items to the town council meeting agenda, and providing for an effective date. (MacDougall)

The council addressed the public's opportunity to review items and be informed; holding the council accountable, and allowing some latitude for the council to make proper decisions, set a policy, or waive the 48-hour notice requirement.

After much discussion, Mr. Friedman pointed out the provisions in the charter on the reasonable time for proposed ordinances or resolutions to be provided prior to a hearing and not for documents presented at a meeting. He confirmed that the subject resolution is consistent with the charter and it would be in order, if the council chooses to approve the policy.

Following further deliberations, the council recalled circumstances when items appeared for consideration before the council which has been approved without review and believed it should not be encouraged as a practice; thus, recognizing issues that are timely which cannot wait for another council meeting.

The council took no action on the subject resolution.

ADDITIONAL (WALK-ON) ITEM

E. Resolution – Charter High School Advisory Committee Appointment

Ms. Coulson read into the record the title of the proposed resolution the substance of which is as follows:

A resolution of the Mayor and Town Council of the Town of Cutler Bay, Florida to reappoint an advisory committee member to the Charter High School Committee, and providing for an effective date. (Mixon)

After discussion, and **on motion of Vice Mayor Sochin, seconded by Councilmember Mixon and unanimously carried, the council adopted Resolution 11-19 as previously cited.** (Ms. Elizabeth Faust's résumé was

submitted for the record and filed with the supplemental papers to the minutes of this meeting.)

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

A. Ordinance – Use of Town Building Facilities

After Ms. Coulson read into the record the title of the proposed ordinance, the substance of which is as follows, the mayor called for interested parties to be heard:

An ordinance of the Mayor and Town Council of the Town of Cutler Bay, Florida, adopting regulations relating to the use of town building facilities; providing for severability; providing for conflicts, and providing for an effective date. (Bell)

Mr. Steve Zarzecki, Town of Cutler Bay resident, quoted Section 2.(B.) of the proposed ordinance; requested that the council amend said ordinance by striking the last sentence in Section 2.(A.) or deny the ordinance in question in its entirety. (A copy of Mr. Zarzecki's statement is filed with the supplemental papers to the minutes of this meeting.)

Mr. Tom Condon, Town of Cutler Bay resident, questioned the purpose of the subject proposed ordinance; stated that he does not believe much would be accomplished if the language, as suggested by Mr. Zarzecki, is stricken and recognized that said ordinance would prevent a number of organizations from using the facility and the ability to afford the fees. He requested that the council not approve the subject proposed ordinance.

Ms. Louise Lockwood, Town of Cutler Bay resident, voiced her concerns and questioned the purpose of the proposed ordinance.

After discussion, Mr. Friedman explained the purposes of the subject proposed ordinance is to provide order, ensure that the town has accountability for a variety of uses, and know who is using its facilities.

By unanimous consent, the mayor closed the public comments.

After extensive deliberations and in addition to Mr. Alexander's suggestion for additional time, the council agreed that the subject proposed ordinance ought to be reviewed and bought back with further information.

Following further discussion and **on motion of Councilmember Bell and seconded by Councilmember Mixon that the council approve the proposed ordinance as previously cited.**

The mayor called for a roll call vote on the motion with the members voting as follows:

Vice Mayor Sochin	No
Councilmember Mixon	Yes
Councilmember Loyzelle	Yes
Councilmember Bell	Yes
Mayor MacDougall	No

The mayor declared the motion carried on three to two (3-2) vote.

7. B. Ordinance – Creating Outdoor Market Regulations

After Ms. Coulson read into the record the title of the proposed ordinance, the substance of which is as follows, the mayor called for interested parties to be heard:

An ordinance of the Mayor and Town Council of the Town of Cutler Bay, Florida, creating outdoor market regulations; providing for severability; providing for conflicts, and providing for an effective date. (Bell)

There were no comments from the public.

After discussion on permitting various animal-type of activities, and **on motion of Vice Mayor Sochin, seconded by Councilmember Mixon and unanimously carried, the council approved the proposed ordinance as previously cited.** (The second reading will be held on April 20, 2011.)

8. ORDINANCES FOR FIRST READING (PUBLIC HEARING NOT REQUIRED) OR RESOLUTIONS REQUIRING A PUBLIC HEARING (PUBLIC COMMENTS)

There were no items submitted at this time.

9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

A. Ordinance – Urban Center District

After Ms. Coulson read into the record the title of the proposed ordinance, the substance of which is as follows; the mayor called for interested parties to be heard:

An ordinance of the Mayor and Town Council of the Town of Cutler Bay, Florida, amending Ordinance 06-06 relating to the Urban Center District; permitting entertainment center uses within the district; providing for severability; providing for inclusion in the code, and providing for an effective date. (MacDougall)

Mr. Friedman pointed out the council's direction at its February 16, 2011; requested clarification on the language, and addressed the council's position on an entertainment center of over 20,000 to be permitted after the public hearing and pursuant to the condition of use requirements of the code.

Mr. John Herm, appeared on behalf of the ownership group of Southland Mall, pointed out town staff's discussion with him earlier this day regarding the draft language on an entertainment center of over 20,000 square feet that may be permitted after the public hearing upon meeting the following conditions: *The uses and terms of the enclosed mall have no external use access to and from the parking lot.*

Mr. Herm requested that the condition of use include anything over 20,000 square feet and if it is external and has access to the outside. He referenced the overall intent of the Charette previously adopted by the town which eventually provides for an overall elimination of the mall and if there was an entertainment use inside the mall and the mall is no longer, it would be inconsistent. He distributed alternate language which would give the town flexibility over a period of time and identified the changes as shown on page two of the proposed ordinance.

An entertainment center over 20,000 square feet external to an enclosed mall and has access to and from the parking lot may be permitted after public hearing pursuant to the requirements of Section 33-311(A)(3) of the code. (A copy of the document is filed with the supplemental papers to the minutes of this meeting.)

Mr. Friedman confirmed that the language is consistent and explained that anything over 20,000 square feet as an entertainment center would require a public hearing, according to the requirements in the town's code as a conditional of use.

Mr. "Greg" Gregory H. Fefferman, representing the applicant, addressed the commitment to proceed on the subject issue.

After discussion, Mr. William "Bill" Mikeljohn, Town of Cutler Bay resident and Cutler Bay Business Association Board (CBBA) member, outlined the potential opportunities of the subject use.

By unanimous consent, the mayor closed the public hearing.

A motion was made by Vice Mayor Sochin and seconded by Councilmember Loyzelle that the council approve including the amendment to the proposed ordinance, as previously cited, to read: *an entertainment center that is over 20,000 square feet to 50,000 square feet external to an enclosed mall which*

has external access to and from the parking lot and may permitted after the public hearing pursuant to the requirements of Section 33-311(A)(3) of the code.

The mayor called for a roll call vote on the motion with the members voting as follows:

Vice Mayor Sochin	Yes
Councilmember Bell	No
Councilmember Mixon	No
Councilmember Loyzelle	Yes
Mayor MacDougall	Yes

The mayor declared the motion carried on a three to two (3-2) vote.

After discussion, Councilmember Bell cited reasons in objection due to the denial of her request to allow Mr. Joe Corradino, Corradino Group, to appear as the planning staff before the council. (An opinion from the Corradino Group was submitted for the record and filed with the supplemental papers to the minutes of this meeting.)

Councilmember Mixon explained why she voted against the motion was due to the applicant's additional language.

A motion was made by Vice Mayor Sochin and seconded by Councilmember Loyzelle that the council enact the aforementioned Ordinance 11-01, as amended, to become effective as provided by law.

The mayor called for a roll call vote on the motion and declared the motion carried unanimously.

B. Ordinance – Capital Improvements Element

After Ms. Coulson read into the record the title of the proposed ordinance, the substance of which is as follows; the mayor called for interested parties to be heard:

An ordinance of the Mayor and Town Council of the Town of Cutler Bay, Florida, adopting the annual update to the Capital Improvements Element within the town's comprehensive plan; providing for the adoption of the annual update to the Miami-Dade County Public Schools Facilities Work Program; providing for severability, and providing for an effective date.

Ms. Barbara Condon, Town of Cutler Bay resident, referred to council discussions, approximately three or four years ago, on the possibility of the

widening the Caribbean Boulevard; noted the analysis of Caribbean Boulevard, Southwest 97 Avenue (Gulfstream Road) to the Florida's Turnpike (FTPK), and questioned the reason for the change in the plan.

A motion was made by Councilmember Mixon and seconded by Vice Mayor Sochin that the council enact Ordinance 11-02 to become effective the final order is issued by the State of Florida Department of Community Affairs or Administration Council finding the plan amendments in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier.

Mr. Joe Corradino, Corradino Group, explained that the subject issue mirrors the project in the Capital Improvements Plan (CIP) which is consistent and indicated that eligible funds are available for the widening of Southwest 97 Avenue in segments, pending the design.

Mr. Ralph Casals, Public Works Director, explained that there is a master plan for Caribbean Boulevard and that MDC's recommendation is to increase and widen the road.

After discussion and **by unanimous consent, the mayor closed the public hearing.**

The mayor called for a roll call vote on the motion and declared it carried unanimously.

C. Ordinance - Code Enforcement Procedures

After Ms. Coulson read into the record the title of the proposed ordinance, the substance of which is as follows; the mayor called for interested parties to be heard:

An ordinance of the Mayor and Town Council of the Town of Cutler Bay, Florida, amending code enforcement procedures; providing for severability; providing for inclusion in the code, and providing for an effective date.

There being no comments from the public and **by unanimous consent, the mayor closed the public hearing.**

On motion of Vice Mayor Sochin, seconded by Councilmember Bell and unanimously carried, the council waived its rules and approved extending this evening's meeting beyond the 11:00 p.m. deadline.

On motion of Vice Mayor Sochin, seconded by Councilmember Bell and unanimously carried, the town council enacted Ordinance 11-01, as previously cited, to become effective as provided law.

10. PUBLIC COMMENTS

Mses. Joy Cooper, Town of Cutler Bay resident, addressed the historical habits of the Cutler Ridge, Whispering Pines, and other neighboring communities before the town's incorporation and suggested that any provisions before the Town of Cutler Bay existed ought to be grandparented-in and not be subjected to the new restrictions.

Ms. Yolanda Howe, Town of Cutler Bay resident, explained that Cutler Ridge Women's Club has been in existence for a number of years and have been actively involved in the community.

11. MAYOR AND COUNCIL COMMENTS

- **Smart Growth**

Since the visit to the Congress for the New Urbanism (CNU) Florida 6th Annual Statewide Meeting at Seaside, Florida recently, an announcement was made of the plan to invite a representative to give a presentation on smart growth at a future meeting.

- ***Biscayne Bay Clean-Up Day – April 16, 2011***

Councilmember Nixon invited the town residents to the *Biscayne Bay Clean-Up Day* (Baynanza 2011) on April 16, 2011 from 9:00 am to 12:00 p.m. She recognized that Saga Bay Ribbon Cutting/Dedication Ceremony will be held on the same day at Saga Bay Park at 12:00 p.m.

- **Nuclear Power Plant Tour**

Councilmember Loyzelle addressed her plan to take a tour at the Turkey Point FP&L Nuclear Plant tour on March 17, 2011.

- **Money and Ethics Seminar**

Councilmember Loyzelle reported that she and Vice Mayor Sochin attended the *Money and Ethics Seminar* on February 25, 2011 held by Weiss, Serota, Helfman, Pastoriza, Cole, & Boniske, P.L..

- **iPads Purchase**

The mayor addressed the issue of the iPads and anticipated that the councilmembers have conducted their research and spoken with Mr. Alexander. The mayor believes that the iPads would be in-keeping with the town's new chamber, allow the town to become paperless, and remove the burden and administrative costs placed on staff would be lifted.

A motion was made by Vice Mayor Sochin and seconded by Councilmember Bell that the council approve the purchase of ten iPads for the town council and supporting staff. (Funds for the purchase would be allocated from the respective departments' budgets.)

Councilmember Mixon recognized the cost of printouts on recycled paper and she addressed concerns on the costs of the iPads.

After discussion, **the mayor called for a roll call vote on the motion with the members voting as follows:**

Councilmember Bell	Yes
Councilmember Loyzelle	Yes
Councilmember Mixon	No
Vice Mayor Sochin	Yes
Mayor MacDougall	Yes

The mayor declared the motion carried on a four to one vote (4-1)

Performing Arts Center Grand Opening

The mayor announced that the Fifth Annual All Kids Included Family Arts Festival *Dreams Take Flight* will be held on Saturday, April 23, 2011 at the South Miami-Dade Cultural Arts Center.

Town Boards/Committees

The mayor questioned utilizing supporting staff, in lieu of the town clerk's office, to answer questions and record and take minutes of the town's boards and committees to which Mr. Alexander concurred in the affirmative on the intent to review and provide staff.

12. OTHER BUSINESS

There was no other business to come before the town council at this time.

13. ADJOURNMENT

On motion made, seconded and unanimously carried, the meeting adjourned at 10:45 p.m.

The minutes were approved at the April 20, 2011 Regular Council Meeting.

Signed _____
Esther B. Coulson, Town Clerk

Signed _____
Edward P. MacDougall, Mayor

**TOWN OF CUTLER BAY TOWN COUNCIL
CHARTER HIGH SCHOOL COMMITTEE**

Bay Point School Tour

Tuesday, March 22, 2011, 2:00 p.m.

22025 Southwest 87 Avenue

Cutler Bay, Florida 33190

**COUNCIL
MEMBERS
PRESENT:**

Councilmember Peggy Bell
Councilmember Sue Ellen Loyzelle
Councilmember Mary Ann Mixon

**ADVISORY
MEMBERS
PRESENT:**

Rosi Alvarez, Chair
Elizabeth Faust
Pat Fulton
Louise Lockwood
Sandra Nanni
Elizabeth Faust
John Sykes

ALSO PRESENT:

Steve Alexander, Town Manager
Dr. Mary Louise Cole-Wood
Michael W. Kesti, representing Bay Point School
Scott Silver, Advisor
Jeremy Silver, Advisor
Esther Coulson, Town Clerk

Dr. Cole-Wood highlighted the historical background of the school and noted that previous funds allocated from the Department of Juvenile Justice (DOJJ) towards the school ceased in 2010. Discussions were held describing the 48-acre site including wetlands; the property's current condition; lease options, and the position of the Ethel and George W. Kennedy Family Foundation.

A tour was held on the property which included the main building (cafeteria, kitchen, and health facility); counseling areas (homework room and dormitory); gym/fitness center, multi-purpose room and rest area; administrative offices (teachers' lounge and reading room); a newly constructed building with classrooms (science laboratory with security and safety features; vacant space on the entire second floor), a vocational area (air conditioning, plumbing, electrical, drafting/construction) and a barber shop.

After the tour, the councilmembers held a brief overview on the school's potential; however, concerns were addressed regarding previous runaway students, the property used as a military missile launching site, and the under enrollment of surrounding district schools.

The meeting concluded at 3:30 p.m.

**TOWN OF CUTLER BAY
SPECIAL MEETING**

Wednesday, March 30, 2011, 7:00 p.m.
Town Hall
10720 Caribbean Boulevard, Suite 105
Cutler Bay, FL 33189

MEMBERS Mayor Edward P. MacDougall
PRESENT: Councilmember Peggy Bell
Councilmember Mary Ann Mixon
Councilmember Sue Ellen Loyzelle

ALSO PRESENT: Steve Alexander, Town Administrator
Chad Friedman, Town Attorney
Erin O'Donnell, Assistant to the Town Clerk
Esther Coulson, Town Clerk

1. CALL TO ORDER

The mayor called the meeting to order and announced that a quorum was present.

The mayor led in the Pledge of Allegiance to the Flag.

The mayor announced that the purpose of holding this evening's meeting is to set a special election of the town to coincide with the countywide election to be held on May 24, 2011 and to set qualifying dates.

2. PUBLIC COMMENTS

There were no public comments at this time.

3. EMERGENCY ORDINANCE – 2011 Municipal Election

At the mayor's request, Ms. Coulson read into the record the title of the proposed emergency ordinance, the substance of which is as follows:

AN EMERGENCY ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF
THE TOWN OF CUTLER BAY, FLORIDA, ESTABLISHING THE CANDIDATE
QUALIFYING PERIOD FOR THE 2011 MUNICIPAL ELECTION FOR THE VICE
MAYOR AND COUNCIL SEAT 2 POSITIONS; PROVIDING FOR NOTIFICATION
TO THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

On motion of Councilmember Bell, seconded by Councilmember Mixon and unanimously carried, the council enacted Emergency Ordinance 11-04 to become effective immediately, as provided by law, with the candidate qualifying period to begin immediately following 8:00 p.m. on March 30, 2011 and end at 12:00 p.m. (noon) on April 8, 2011.

4. RESOLUTION – Election to Fill Remaining Term

At the mayor's request, Ms. Coulson read into the record the title of the proposed resolution, the substance of which is as follows:

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THAT AN ELECTION BE HELD TO FILL THE REMAINING TERM OF OFFICE FOR THE VICE-MAYOR AND COUNCILMEMBER SEAT 2 POSITIONS; PROVIDING FOR NOTIFICATION TO THE SUPERVISOR OF ELECTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

On motion of Councilmember Bell, seconded by Councilmember Mixon and unanimously carried, the council adopted Resolution 11-20 as previously cited.

5. OTHER BUSINESS - Economic Development

Councilmember Bell recalled the "Vision 20/20" Marketing Initiative Bus Tour held on January 20, 2007 and requested the opportunity to hold a similar tour for the benefit of the new elected officials.

After discussion and by unanimous consent, the council authorized the town manager to work with Joe Corradino, Corradino Group, and Julian Perez, Community Development Department Director, to schedule a similar tour on economic development on a weekend to Palm Beach County with a cap not to exceed \$1,000.

6. ADJOURNMENT

On motion made, seconded and unanimously carried, the meeting adjourned at 7:50 p.m.

The minutes were approved at the April 20, 2011 Regular Council Meeting.

Signed _____
Esther B. Coulson, Town Clerk

Signed _____
Edward P. MacDougall, Mayor

CHARTER HIGH SCHOOL ADVISORY COMMITTEE

Progress Report

Presented April 20, 2011

Mission

The Town of Cutler Bay Charter High School Advisory Committee is comprised of appointed citizens charged with a need-based study into the feasibility and logistics of bringing a local public High School to our students. Our mission is to conduct and evaluate research of the many viable options available through the Miami Dade County Public Schools existing facilities, and/or Miami Dade County School Choice Program, which include Magnet and public Charter Schools.

Council Liaison

Vice Mayor Ernie Sochin

Members

Rosa Alvarez
Elizabeth Faust
Patricia Fulton
Louise Lockwood
Sandra Nanni
John Sykes

Meetings

March 17, 2010 to present, every two weeks.

No meetings during November 2010, December 2010, January 2011 and February 2011, due to holidays and Town elections.

FEASIBILITY STUDY

Need

The students of the Town of Cutler Bay are entitled to a superior education within the boundaries of their community, and in a smaller learning environment.

The students of the Town of Cutler Bay will benefit from a local High School.

The High School serving the Town of Cutler Bay is over-enrolled and has historical "F" school rating average.

Currently, children are removed from the local schools during the 6th grade in order to avoid attending the over-crowded High School currently serving the Town of Cutler Bay students.

Students will be spared longer commutes; the lack of alertness due to the early morning rising required by transportation; and will benefit from additional homework time due to less amount of time spent on the road.

The School Board and parents will net substantial savings on transportation costs.

Local schools foster a sense of community and increased revenue for the Town since students and parents create additional demand for local goods and services.

Traffic, thereby pollution, is reduced, contributing to our Green Town Initiative.

Public Charter Schools and other public Schools of Choice increase property values due to the willingness of parents to settle and/or relocate to areas with excellent schools, thus enhancing the economic infrastructure of the Town of Cutler Bay.

Other possible benefits include providing adult education, trade school, distance learning and after-hour activities. Additionally, there will be opportunities for tutoring and mentoring of students by our highly qualified retirees.

Public Charter Schools offer local, customized learning environments that foster academic achievement.

Community interest

Feedback from our neighbors and the public attending council meetings is positive. We project that if adequately noticed and properly advertised, a well-managed public Charter School will open with a waiting list. This has been the case with most of the public Charter Schools we visited.

If Miami-Dade County Public Schools offers the Town of Cutler Bay options for a non-charter feeder High School, we predict the same level of interest by the community.

Management companies interviewed:

- Academica- Fernando Zulueta and Victor Barroso
- Charter Schools USA- Jonathan Hague
- Charter Schools Associates- Michael Straeder

Others consulted:

- Miami-Dade County Public Schools Office of School Choice
- MDCPS Board Members Dr. Lawrence Feldman and Region V representatives
- Committee guest and former School Board member Evelyn Greer
- Principals and staff from the public Charter Schools visited

- Architect Carlos Ballbe- representing an existing Doral Charter in need of a facility
- Pastor David Bonilla regarding a 4-acre site on Gulfstream Road

Documents reviewed:

- Somerset Academy Proposal March 25, 2011
- Charter Schools U.S.A presentation on 031710
- Palmetto Bay Charter
- Palmetto Bay-ARTICLE II. Public Charter School Facilities
- Key Biscayne Charter-feasibility
- Key Biscayne-Charter application
- Management Companies- Charter Schools 09.10
- Graduation rates college 2007 latest
- High School Report-Southridge High School- 2008
- Board Meeting March 17-Charter Schools approvals and denials
- 2010 school improvement grants
- 2010Legislative Overview Chart
- Active Schools 2009-2010
- Application Budget Template 2010
- Board Rule Rev. 09 08 6A-1.471-2
- Charter Application Template 2010-1
- Charter Application process
- Charter funding as of 2007-2008
- Charter School Application timeline
- Charter School Governance
- Charter School Governing Board Disclosure Form FM 3
- Charter School Revenue Estimate Worksheet
- Charter School-Capital Outlay Plan
- Charter Schools Capital Outlay Allocations
- Charter Schools Q&A for parents
- Charter Schools Q&A for potential operators
- Charter Schools requirements
- Charter Schools-ABC's of School Funding
- Charter Schools-Bond allocation
- Charter Schools-Bond Program Memo
- Charter Schools-Bond Program
- Charter Schools-FDE memo-capital outlay grant may be used for purchasing property
- Charter Schools-Mathematics Sunshine State Standards
- Dade County Schools List 2009-2010
- Education watch- 2007 Florida achievement all grades
- Instruction for Revenue Estimate Worksheet
- IRS Charter School Reference guide 12-2006
- Magnet Schools-MDCPS
- Parent Contract- Mater Charter School 08-09
- MDCPS audit March 25,2011
- MDCPS audit Charters
- MDCPS Staff Salaries 2008-2009
- Statutes & Constitution- Florida Senate

- MDCPS Teacher Salaries 2008-2009
- Teaching pods and method

Trainings attended:

- State-mandated Training in Orlando, Florida by Committee Chair (certificate on file).
- Miami-Dade County orientation by Committee Chair

Public Charter Schools visited:

- Doral Academy and Middle- managed by Academica- Video on file
- Somerset Dade- Managed by Academica- Video on file
- Somerset Silverpalm- Managed by Academica- Video on file
- Keys Gate- Managed by Charter Schools USA- Video on file
- Aventura City Charter- Managed by Charter Schools USA- attempted visit by Chair - Unreturned messages for Principal
- Waterstone- Managed by Charter School Associates

Possible facilities:

- Former site of Bay Point Schools
- Town Hall
- 4 acres on Gulfstream Road (Owner approached the committee)

Town of Cutler Bay possible new public Schools of Choice:

- MAST Academy Magnet coming to Centennial Middle
- Mays Middle School Magnet

BACKGROUND

Cutler Bay Schools

The Town currently has 7 Elementary Schools, 2 Middle Schools and no High Schools. Our students are transported outside the town, to Southridge High School.

Educational options in Miami-Dade County

The Miami Dade County Public School system (choice.dadeschools.net) provides the most educational choices in Florida.

These include:

1. Educational Centers in different grade configurations
2. School transfers
3. Secondary career academies
4. Satellite learning
5. Magnet schools
6. Public Charter Schools

Difficulty with MDCPS feedback

From its onset, the Committee sought information and guidance from the Miami-Dade Public School office regarding a local High School in Cutler Bay, and the possible use of underutilized facilities. We received no feedback.

Improved communication with MDCPS

On March 9, 2011, the committee members and the Council met with School Board member Dr. Lawrence Feldman, and a representative from Region V, to explore other High School options available to Cutler Bay. Items discussed were the possibility of a magnet school and/or the rededication of two under-enrolled schools in our area, and a Charter School.

Although we were optimistic, again we received no feedback on the possibility of a High School utilizing existing Miami-Dade County public school facilities.

School of Choice focus

In order to continue our mission, the Committee then concentrated on the most viable option, the public/private partnership and expediency provided by public Charter Schools.

The Committee agreed that the ability to guide and monitor the quality of the educational experience in our local schools would best serve the students of Cutler Bay.

PUBLIC CHARTER SCHOOLS

Why a public Charter School?

Public Charter Schools allow teachers and principals to respond immediately and accurately to specific educational needs within their schools. They offer complete site-based decision-making.

Public Charter Schools provide full contractual and budgetary autonomy within regulatory guidelines and are subject to monitoring and accountability.

What are Public Charter Schools?

Public Charter Schools are community-based, tuition-free public Miami-Dade County Schools of Choice, encouraged by the School Board. Public Charter Schools operate under a performance contract or charter, thus the name.

- Public Charter Schools control curriculum and teacher selection.
- Are authorized by Miami-Dade County Public Schools
- Face market pressure to perform

In the 2009-2010 School Year:

- 411 public charter schools
- 137,200 students
- 42 school districts
- 2 state university sponsors

Why the School Board encourages public charter schools

- **Public Charter Schools provide rigorous competition within the public school district to stimulate continual improvement in all public schools**
- Expand the capacity of the public school system
- Mitigate the educational impact created by the development of new residential dwelling units.

Who can apply?

- For a public Charter School: an individual, teachers, a group of parents, a group of individuals, a municipality, or a legal entity organized under the Florida laws.
- For a conversion public charter school: The district school board, the principal, teachers, parents, and /or the school advisory council at an existing public school that has been in operation for at least 2 years prior to the application to convert.

How they differ from public schools

- **Public Charter Schools are community-based**
- Provide freedom from bureaucracies that operate traditional public schools
- Have independence and autonomy to make their own decisions.
- Allow financial control and the ability to implement and pay for the decisions made by the public Charter School founders and the subsequent governing board.
- Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system
- Promote enhanced academic success and financial efficiency by aligning responsibility with accountability
- Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school
- Increase learning opportunities for all students, with special emphasis on low-performing students and reading
- Create new professional opportunities for teachers, including ownership of the learning program at the school site
- Encourage the use of innovative learning methods
- Require the measurement of learning outcomes, along with creating innovative measurement tools

Types of Charters (contracts for public Charter Schools)

- Municipal with boundary priority- Needs Resolution and RFP (Request for Proposal)- The Town manages and procures site in any number of contractual configurations, with, or without management company
- Established public Charter School brand with management company under Municipal Cooperative Agreement- allows boundary priority and must negotiate how many members of the Town will be on their existing governing board.
- Established public Charter School brand with management company- Already have their own board and enrollment is open to any student interested
- Existing charters (contracts) with already established Boards looking for sites. Public Charter School contract holders are allowed two years to look for a site after application.
- Public Charters in under-enrolled schools- permission from School Board
- Public Charters in universities- called "labs"
- Public Charters by private entities

Note: All public Charter Schools require a governing board

Municipal public Charter Schools

Students are chosen within the boundaries of the municipality and must comply with the racial/ethnic balance reflective of the community or other public schools within the same school district.

Any portion of the land and facility used for the school is exempt from ad valorem taxes.

Public School to public Charter School

A public school may be converted to a public Charter School by a request from principals, teachers, parents and or school advisory council and/or managed by a for profit educational management corporation. This necessitates a majority vote and permission from the MDCPS.

OPERATIONS

Management companies or Education Service Providers (ESP)

Management companies and consulting companies are recommended components of opening a charter school, due to the complexity of the application process.

The average application is over 130 pages of very detailed financials and projections, and the level of on-going state accountability demands detailed bookkeeping.

Insurance requirements

Public Charter Schools must carry Commercial General Liability, Automobile Liability, Worker's Compensation/Employee Liability, School Leader's Errors Omission Liability, and Property Insurance.

Governing Boards

Governing Boards are a required component of Public Charter Schools. They assure the mission statement is followed, oversee the management company, and the staff operations. Board members develop and approve the governing by-laws for both the board and the public Charter School prior to application.

Members should include community members, attorneys, parents, educators and persons with expertise in finance.

Board members must also:

- Sign a disclosure form that requires among other things, commitment to attendance of board meetings, educational level, area of expertise and whether the board applicant's children will attend the public Charter School, whether there are any ethics charges against applicant, full disclosure of business relationships with the public Charter School and a criminal background check.
- Submit to ongoing training.

FINANCIAL

Funding for public Charter Schools

Public Charter Schools generate their own revenue in the same way as public schools--through full-time student enrollment (FTE) funds (approximately \$6721 per student in Miami-Dade County). State funds follow the students.

Public Charter Schools are charged a 5% administrative fee by Miami-Dade County Public Schools.

Because of this, public Charter School contracts must include the number of projected student enrollment that will be fiscally viable for the operation of the school. A management company, or consultant, is best able to provide these numbers based on marketing studies.

Students enrolled in a charter school must be funded as if they are enrolled in a basic program or a special program at any other public school in the school district. Each charter school must report its student enrollment to the school district and the school district must include each charter school's student enrollment in the school district's report of student enrollment that is submitted to the state.

State and Federal Financial Assistance

- **Capital Outlay funds**- For facility- 3-year wait unless working with a regionally accredited charter school brand, or being an expanded feeder chain of a charter school within the same school district currently receiving capital outlay funds. Have a governing board established for 3 years in the state. For purchase, construction or lease of facilities. Purchase of vehicles to transport students, maintenance vehicles, security vehicles and driver's education vehicles. Renovation, repair and maintenance of facilities owned or with lease of at least 5 years. Purchase equipment and software classified as capital assets with a useful life of at least 5 years. Payments of insurance premiums.
- **Title 1**- benefits low-income students- District ranks based on percentage not actual number of low-income students. All schools in an area with over 75% poverty must be served.
- **IDEA**- Individuals with Disabilities Act
- **Transportation**
- **National School Lunch Program**- Includes donated commodity foods- Charter School either becomes a "site" under district or private sponsor, or applies to become own sponsor
- **Merit Award Program (MAP)**- Financial rewards to teachers through district or school's own plan
- **Charter School Program Grant (CSP)**- Apply through RFP- Federal support for planning, program design, and initial implementation for a maximum performance period of 24-36 months. Dissemination grants support developers, management companies and educators for a maximum performance period of 36 months. Eligibility: new and existing charters that have not previously applied may receive Planning Grants. Public Charter Schools that have been operating for 3 consecutive years may receive Dissemination Grants.

Public/Private partnership

Fundraising and sponsorships are a component of any public school, including the public Charter School option.

STATUTORY REQUIREMENTS

- Public Charter Schools must participate in the state assessment system
- Must meet state graduation requirements
- Must achieve locally negotiated student performance goals
- Must meet any other specified requirements particular to the State of Florida
- Nonsectarian in its programs, admission policies, employment practices, and operation
- Accountable to its sponsor for its performance
- **Free of tuition and fees**, except those fees normally charged by other public schools

- Comply with all applicable state and local health, safety, and civil rights requirements
- Should not discriminate on the basis of race, national origin, sex, handicap, or marital status
- Subject to an annual financial audit
- Maintain all financial records that constitute its accounting system in accordance with current law

STUDENTS

Student selection

- A public Charter School shall be open to any student residing in the school district in which the public Charter School is located.
- A public Charter School will accept applications during their open enrollment period. If the number of eligible students exceeds the capacity of the program, grade level, or building capacity, a random selection of students will be conducted.
- A public Charter School must be open to any student covered in an inter-district agreement or residing in the school district in which the public Charter School is located; however, in the case of a charter lab school, the charter lab school shall be open to any student eligible to attend the lab school, or who resides in the school district in which the public Charter Lab school is located. Any eligible student shall be allowed inter-district transfer to attend a public Charter School when based on good cause.
- The public Charter School shall enroll any eligible student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection process.
- When a public school converts to public Charter status, enrollment preference shall be given to students who would have otherwise attended that public school.

Enrollment preference

A charter school may give enrollment preference to the following student populations:

- Students who live in a municipality with a public Municipal Charter School
- Students who are siblings of a student enrolled in the public Charter School
- Students who are the children of a member of the governing board of the public Charter School
- Students who are the children of an employee of the public Charter School

Student Targeting

A charter school may limit the enrollment process in order to target the following student populations:

- Students enrolling in a charter school-in-the-workplace or public **Charter School in a municipality**

- Students within specific age groups or grade levels
- Students **considered at risk of dropping out** of school or academic failure
- Such students shall include exceptional educational students
- Students residing within a reasonable distance of the public Charter School: such students shall be subject to a random lottery and to the racial/ethnic balance
- Students who meet reasonable academic, artistic, or other eligibility standards established by the public Charter School and included in the public Charter School application and governing charter or, in the case of existing public Charter Schools, standards that are consistent with the school's mission and purpose. Such standards shall be in accordance with current state law and practice in public schools and may not discriminate against otherwise qualified individuals
- Students articulating from one charter school to another pursuant to an articulation agreement (allows for course credit transfer) between the public Charter Schools that has been approved by the sponsor
- Students with handicapping conditions and students served in English for Speakers of Other Languages programs shall have an equal opportunity of being selected for enrollment in a public Charter School

Withdrawal:

- A student may withdraw from a public Charter School at any time and enroll in another public school as determined by district school board rule

Capacity:

- The capacity of the charter school shall be determined annually by the governing board, in conjunction with the sponsor, of the public Charter School in consideration of the factors identified in this subsection.

TEACHERS AND ADMINISTRATORS

Teacher certification

Statutory provisions require teachers employed by, or under contract with, a public Charter School to be certified as required by current law

Union teachers

No requirement

APPLICATION

The average application is over 130 pages long

- Contains goals and objectives for improving student learning and measuring improvement
- Describes reading curriculum and differentiated strategies

- Contains an annual financial plan for each year requested by the public Charter School for operation of the school, up to 5 years, and in 5-year increments for between 10 and 15 years, for municipal charters.
- Includes mandated training certificate
- Provides business plan and budget
- Provides an educational plan with a Mission Statement
- How the school will meet the prescribed and optional purposes
- Described target population and student body
- Describes educational program design
- Describes curriculum plan and clear goals
- Specifies student performance, assessment and evaluation
- How school will comply with ESE (exceptional) and ELL (English language learners) students
- Summarize day-to-day management of school
- Describe governance
- Summarize management structure
- List management company (ESP), include contract, why selected and role in financial management of school. Describe arm's length policy and summarize the ESP's history and experience.
- List other schools contracting with management company (ESP)
- List employment policies
- Describe student recruitment and enrollment
- Describe facilities and transportation services
- Contains action plan

Some reasons for rejection:

- Missing information
- Budget not substantiated by the narrative and/or described actions do not match with budget
- Objectives not measurable or unrealistic
- Detailed implementation plans are lacking
- Staff responsibilities not adequately explained

Training and assistance

The Department of Education (DOE) provides training and technical assistance to new applicants, and mediation services with contract negotiations.

APPLICATION TIMETABLE

- August- Application submittal
- Through September- Application review and Governing Board selection
- Through December- Community Workshops
- Through February- Contract negotiation
- February to May- Approval of contract
- January to June- Marketing and recruiting and initial registration period
- May- Students officially enrolled if registered
- April to May- Purchasing of materials and staff planning

- June to August- 2nd registration period and teacher background checks/fingerprinting
- August- Classes start

COMMITTEE RECOMMENDATIONS

Type of charter and grade levels

- A municipal charter
- A 6-12 grade public Charter School
- The use of a management company

Management companies recommended

- Academica

With the understanding that other management companies may apply during the RFP process, and all proposals must be considered.

Recommended site:

- 48-acre site of former Bay Point Schools at 22025 SW 87th Avenue

With the understanding that other sites may be considered

Reasoning:

The Committee recommends the Municipal Charter concept since it is the only contract that allows the selection of students from municipal boundaries.

The municipal charter is also granted 10 to 15-year operational projections versus the customary 5 years for other charter formats.

The experts consulted recommended grade levels from 6-12 grade. Given the fact that our Elementary Schools are performing well, and our Middle Schools are underperforming, the public Charter High School will academically benefit from initial enrollment at the Middle School level.

The 6-12 grade configuration allows for the recommended remedial components before entering into High School.

Recommended implementation

- Apply for two charters: Middle School (Grades 6-8) and High School (Grades 9-12).

The experts consulted mentioned that the best grades for transitions are K, 3, 6, and 9.

Depending on the site, the school could open with a **6th grade class in Middle School, and a 9th grade class in High School**, with a projected growth of one grade per year in both the Middle School and the High School.

SUMMARY

Ongoing commitment

Due to the large volume of options, data, and financial complexity, the committee continues to seek and receive input from the Miami-Dade County Public Schools, local schools and existing public Charter Schools in order to assess best practices.

The Committee is encouraged by the amount of active participation from the public, Miami-Dade County Public Schools and the Town. We pledge to work through the challenges and continue to seek consensus, in order to bring a public High School to the students of Cutler Bay.

MARIBEL PIZARRO, MS

Education

- **DePaul University**, Chicago, IL JUN 2009
Master of Science in International Public Service Management
- **Florida International University**, Miami, FL DEC 2003
Bachelor of Arts in Sociology and Anthropology

Certification

State of Florida Department of Education
Professional Educator's Certificate

Social Science, Grades 6-12: 955185

Employment History

- Adult Educational Instructor
Miami Springs Senior High, Miami, FL JAN 2011 to Present
Instructor of Adult Education Students
- Temporary Faculty, American Government, Economics, and Advanced Placement Human Geography
Ronald W. Reagan/Doral Senior High School, Doral, FL SEP 2010 to Present
3100 Instructor of Seniors and Advanced Placement students, Amnesty International Sponsor, and African American History Faculty Advocate
- Administrative Director - Contractual
Alonzo Mourning Charities, Inc., Miami, FL JUN 2010 to SEP 2010
- Temporary Faculty, Civics
North Dade Middle School, Miami, FL JAN 2009 to JUN 2010
3100 Instructor of seventh grade students
- Interim Part-time Program Director
Heroes Unite, North Miami, FL OCT 2009 to FEB 2010
- Faculty, Humanities and Reading, and Recruiter
Perspectives Charter Schools High School of Technology DEC 2007 to JUN 2009
Chicago, IL
Instructor of ninth and tenth grade students, Recruiter/Admissions, Student Government Sponsor, Humanities Curriculum Council, History Tutor
- Faculty, American History and Intensive Reading, and Recruiter
Cutler Ridge Middle School, Miami, FL AUG 2004 to AUG 2007
Instructor of sixth, seventh, and eighth grade students, Team Leader, Recruiter/Admissions, Student Government Sponsor, Test Prep Tutor, Curriculum Council, Educational Excellence School Advisory Committee (EESAC)

International Experience

- *Cross-Sector Analysis* DEC 2007
DePaul Institute of Science and Technology, Angamaly, India
- *International Political Economy* JUN 2008
DePaul University, Beijing, China

Skills

Intermediate Spanish skills (conversational and literacy); Microsoft Office: Outlook, Word, Excel, Power Point, and Publisher; SPSS software (data analysis); iWeb, iWorks: Pages, Keynote, and Numbers; Quicken

MARIBEL PIZARRO, MS

Professional Skills

- Curriculum Planning
 - Increased reading levels on average by two grade levels--using Differentiated Instruction and Project Based Learning through unique grade level curriculum development
 - Motivated student through coordination efforts with Team teachers to orchestrate engaging enrichment activities that assisted students in learning a rigorous curriculum, using data provided by Standardized Testing (FCAT & ACT), State Standards (Florida and Illinois), and College Readiness Standards
 - Created a school culture well equipped for the scholastic improvement of low-socioeconomic communities through the evaluation and creation of school wide strategic plans based from assessing and evaluating scholastic data, school involvement, and parental support
- Management and Training
 - Increased participant enrollment through the facilitation of training workshops on Grant writing for the *Grant Foundation Center*
 - Increased office moral through the creation of effective new employee training manuals on general office procedure, accounts receivable, and filing
 - Increased the efficiency and participation in Professional Development workshops regarding Differentiated Instruction, Student Motivation, and Classroom Management
 - Increased productivity through effective training and management of student and parent volunteers
- Program Coordination and Development
 - Increased student and teacher civic engagement through planning, coordinating, and executing school-wide events, such as the United Way, Election Convention, Inaugural Ceremonies, Rallies, Toy and Canned Food Drives, and Field Days
 - Increased student motivation to learn through planning, coordinating, and executing in, and out of county, field trips to Miami-Dade County Metro Zoo, Dade County Youth Fair, Epcot Center in Orlando, Chicago Transit Authority, Harold Washington Library in Chicago, and Chinatown, Chicago.
 - Increased student empowerment through planning, coordinating, and executing social and fundraising events school-wide, such as Homecoming, Winter Ball, Feast of Thanks, Spring Dance, and College & Career Day
 - Increased overall morale through supportive fundraising and grant writing, which supported college tours, trophy case, and school-wide recreational activities
- Fundraising
 - Through annual student recruitment and admissions, approximately \$45,000 was produced by encouraging school engagement, youth empowerment, and enrollment retention
 - Raised approximately \$40,000 from annual foundational grants
 - Raised, annually, on average \$10,000 through student event fundraising, in-kind donations, and general classroom project grants
 - Saved organizations, annually, approximately \$5000 on professional development fees on general program, or curriculum, support by providing in-house training and support to colleagues and through effective volunteer and employee training and management
 - Increased quarterly timely insurance payments by 25% through effective time management, posting and communication

19701 SW 100 Avenue · Miami, FL 33157
<http://www.visualcv.com/maribelpizarro> · E-mail maribelpizarro@aol.com · Mobile (305) 546-4331

MARIBEL PIZARRO, MS

References

Jeremy Burnham
Dean of Students
(312) 320-6754
jburnham@perspectivescs.org

December 2007 to June 2009
Perspectives Charter Schools
8131 S. May St. 2nd Floor
Chicago, IL 60620

Joi Baker
College Counselor
(770) 317-2967
jbaker@perspectivescs.org

August 2008 to June 2009
Perspectives Charter Schools
8131 S. May St., 2nd Floor
Chicago, IL 60620

Thomas P. Ennis
Principal
(305) 951-2012
tennis@dadeschools.net

August 2005 to August 2007
Cutler Ridge Middle School
19400 Gulfstream Road
Miami, FL 33157

Dr. Kelly Hunter
Assistant Principal
(305) 519-6642
khunter@dadeschools.net

August 2004 to August 2007
Cutler Ridge Middle School
19400 Gulfstream Road
Miami, FL 33157

Mr. James Griffith
Assistant Principal
(305) 283-4992
jgriffith@dadeschools.net

August 2005-August 2007
Cutler Ridge Middle School
19400 Gulfstream Road
Miami, FL 33157

Shari Rochester
Office Manager
(305) 968-6161
shariro@bellsouth.net

June 2001 to August 2008
AHM Enterprises
33 Arvida Parkway
Miami, FL 33156

Christiane Trujillo
Office Manager
(305) 271-1087
wertzcf@aol.com

February 1997 to August 2008
Pediatric Professional Associates
7001 SW 87th Avenue
Miami, FL 33173

Petra Rife Burns

8601 SW 184 Lane
Cutler Bay, Florida 33157

Miami-Dade County Public Schools – Centennial Middle School

<i>Instructional:</i>	Mathematics / Inclusion Mathematics Grades 6 – 8	2000 – Present
<i>Instructional:</i>	Special Education Mathematics Grade 8	
<i>Instructional:</i>	Television Production	
<i>Leadership:</i>	Mathematics Department Chair Person	2006 – Present
<i>Leadership:</i>	Math Coach	2008 – 2010
<i>Support:</i>	School Treasurer	1997 - 2000
<i>Support:</i>	Substitute Teacher	1994 - 1996

Certifications:

Mathematics Grades 6 -9
Technology Education Grades 6 – 12
Varying Exceptionalities Grades K – 12

Awards & Recognition:

Talent Transfer Initiative Recipient– US Department of Education	2010
Inclusion Teacher of the Year – Miami-Dade County Public Schools	2005
Teacher of the Year – Centennial Middle School	2004

Corporate Experience:

Bank of North America, V.P. / Senior Credit Officer 1991 – 1994
Ft. Lauderdale, Florida

Responsibilities included: supervision of staff of Commercial Loan Credit Analysts, review of credit analysis reports for commercial loan approvals, presentation of credit analysis of commercial loans to Commercial Loan Committee, under writer for loans \$1,000,000 and greater, assist State Auditors in review of commercial loan files

AmeriFirst Federal Savings and Loan, AVP Commercial Loan Officer 1988 – 1991
Miami, Florida

Responsibilities included: restructuring and management of \$45,000,000 loan portfolio, analysis of corporate financial statements of commercial loans, established and instructed Analysis of Corporate Financial Statements training for the Commercial Loan Officer training program

Barnett Banks

AVP Commercial Loan Officer /Commercial Credit Analyst, Palm Beach County	1987 - 1988
Commercial Credit Manager – Barnett Bank of Martin County	1986 - 1987
Commercial Credit Manager – Barnett Bank of Lee County	1985 - 1986
Credit Analyst / Loan Officer – Barnett Bank of Lake County	1984 - 1985
Completed Commercial Loan Officer Training Program (BB of Central Fl, Winter Park)	1983 - 1984

Education:

Masters of Varying Exceptionalities, Florida International University	2003
Bachelor of Science in Finance, The Florida State University	1993

From: Erin O'Donnell
Sent: Tuesday, April 12, 2011 12:48 PM
To: Esther Coulson
Subject: Message From Councilmember Bell

Esther,

Just tried to reach you with Councilmember Bell on the phone. She just left me a message regarding the Educational Compact Committee Appointments to pass along to you.

Her appointee is David Biegen (BiegenD@dadeschools.net) and he will be sending over his resume to her this evening. Once she has it she will forward it on to you.

Erin O'Donnell
Assistant to the Town Clerk
[Office of the Town Clerk](#)

[Town of Cutler Bay](#)
[Cutler Bay Town Center](#)
10720 Caribbean Blvd.
Suite 101
Cutler Bay, Florida 33189
Tel: (305) 234-4262
Fax: (305) 234-3525

www.cutlerbay-fl.gov



Please consider the environment before printing this e-mail



PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

19800 SW 87 Avenue
Cutler Bay, FL 33157
February 25, 2011

Town of Cutler Bay
Cutler Bay Town Center
10720 Caribbean Blvd.
Suite 101
Cutler Bay, FL 33189

To Whom It May Concern:

I would like to serve my community of Cutler Bay as a member of the Charter School Committee.

I have attended several of the committee meetings while not being a member. And, honestly, I think I am needed there. I am your target audience, and I do not believe that presently that point-of-view is being represented.

Let me explain briefly what I have to offer that I am sure you will not find in any other candidate. I have nine children, including two currently in high school and two more I am personally concerned about having viable, quality educational options for. Our story parallels that of Miami-Southridge High. My oldest child attended Southridge. The others have not. They attended or attend five other high schools. That gives me personal experience hard to find, yet here I am ready to serve.

When the committee wonders why parents are seeking other options, I can speak because I know. When the committee wants to speak with the parents of upcoming or current high schoolers, I will be there. I will bring my friends. I will talk with my neighbors. I am a known community organizer and an experienced leader especially within the educational community.

Thank you for considering my application. I am available to speak further.

Most sincerely,

Stephanie Keime

Stephanie Keime

19800 SW 87 Avenue

Cutler Bay, FL 33157

keime@bellsouth.net

305-252-7561 / 305-772-0183

Mother of 9

Resident of now Cutler Bay for 22 years

Degree, Early Childhood Education

Better Funding for Florida Learning

Co-Founder. Organized lobbying efforts for increased funding for education in Florida. Built awareness of substandard per capita state funding. Received wide-spread media attention through video and local events. Preserved local programs.

Parent Teacher Association

Miami-Dade County Council Officer and Executive Board Member. Duties included conflict resolution, training, oversight for 45 school-site organizations.

President: Whispering Pines Elementary, Perrine Elementary, Centennial Middle.

Executive board member and committee chair numerous times at many schools.

Volunteer of the Year Outstanding Service Award.

Educational Excellence School Advisory Council (EESAC)

Parent Representative: Whispering Pines Elementary, Perrine Elementary, Mays Middle, Centennial Middle, Southwood Middle, Coral Reef Senior, New World School of the Arts.

Battle of the Bands

Organizer. Offered local students the opportunity to perform in a large public venue and compete for recording time and cash.

The Church of Jesus Christ of Latter-Day Saints

Primary Children's Organization: President.

Relief Society Women's Organization: President.

Scouting

Boy Scouts of America: District Advancement Chair, Troop and Pack Committee Chair, Den Leader. Philmont Training, National Camp School.

Silver Beaver, District Award of Merit, On My Honor awards.

Girl Scouts of the USA: Leader.

Gilda L. Chang

P.O. Box 165657 Miami, Florida 33116
305 299-1271 or 305 237-0270
(gildachang@yahoo.com)

OBJECTIVE

To secure responsible position that will challenge my abilities allowing me to fully utilize my problem solving, organizational, customer service and communication skills.

QUALIFICATION SUMMARY

Knowledge of State Board of Community College Rules, College Policies and Procedures and have the ability to apply this knowledge to problems and situations. Knowledge of State Board of Education Rules, SACS standards or Florida Retirement Rules for sufficiency of data and Knowledge of business principles, office Management and supervision. Knowledge of Linux, Microsoft Office applications and excellent interpersonal and communication skills (both verbal and written). Ability to develop and maintain effective public and personnel relations. Ability to handle confidential and sensitive information efficiently. Ability to work effectively with employees and students in a multi-ethnic and multi-cultural environment.

EXPIERENCE HIGHLIGHTS

2010-Present Adjunct Faculty Instructor at Miami Dade College

1992-Present: Recruit candidates for various department positions and ensure that the application process meets standards.

Duties included maintaining long-term customer relationships and act as primary liaison between employees and outside vendors, Verified identification and the authorization to work in the United States for new employees, requisition employees, and rehires Screened resumes and applications and conduct preliminary interviews for entry-level and nursing positions to identify qualified applicants Generated monthly queries for management review; administer HR tracking system for new hires and terminations Coordinated and participate in job fairs/open houses and maintain calendar for upcoming events.

Recruiting and staffing logistics, organizational and space planning, performance management and improvement systems, organization development, employment and compliance to regulatory concerns and reporting, employee orientation, development, and training; policy development and documentation. Employee relations, company-wide committee facilitation, company employee communication, compensation and benefits administration, employee services and counseling, development of a superior workforce, development of the Human Resources department. Development of an effective employee-oriented company culture that emphasizes quality continuous improvement and high performance. Ability to provide HR support to employees at remote locations, strong communication skills, both verbal and written, experience with HRIS systems and MS Office products, ability to deliver presentations/conduct training, supervisory experience helpful, experience working with employees in different functions – e.g. engineering, Sales, Customer Service, hourly and salaried, phr helpful.

Processes (data enters) Request for Personnel Action (RPA's) for full-time & part-time personnel (includes new employees, additional jobs, change of position, change of salary rate, terminations, etc.) as assigned. Creates new employee personnel file and modifies employee files, as needed. Processes and maintains database for employee document oversight to ensure personnel files are complete.

Produces and mails memoranda notifying employees/departments of missing documents. Responsible for all aspects of personnel documentation for employees at assigned campus/district area (e.g. 90-day probation, annual reviews, required documents for hire, security D License, transcript verification, etc.) Assists Employees departments with completing required employment documents.

Responsible for digitalization of personnel files and records in addition to answers phone inquiries with courtesy and poise, Acts as back up for other HR desks as needed. Travels to campuses as needed. Provide a high quality customer services to the College's faculty and staff. Attends monthly employee orientation as assigned

Employment History

1989-1992: Temp Agency: Maersk Inc Co., 790 NW 107th Ave Ste 400 Miami, FL , 33172-3159 Lon Worth Crow Insurance Group, of Coral Gables and Heritage Title Co

Receptionist Clerk:

- May respond to inquiries from clients and public.
- May assess needs of clients and refer them to appropriate services available throughout the community.
- May answer the telephone and transfer calls to the appropriate individuals, divisions or department.
- May take telephone messages for the staff.
- May greet visitors to the facility, answer questions and direct them to the appropriate individuals.
- May type a variety of forms, letters, reports and memos.
- May receive and distribute mail.
- May organize and maintain office files and records.
- Copies and maintains Real Estate Declaration files.

1985-1989: Kendall Toyota Auto, South Motor BMW/Buick Auto & Rainbow Dodge

Pre-owned Car Secretary, Whole Sale Clerk & Greeter

1981-1986: Movies at the Falls

Assistant Manager, Payroll Clerk, Ticket Taker & Concession Server

Education Community Involvement

4/2010-Present PHd Information Assurance Security

2007-2010: Capella University: MFIN in Business Finance / Specialization in IT Management

2004-2007 received BA in Business/ Human Resources

1988-1991: Miami Dade College: AA Degree Television/Video Major

1996-1999: University of Miami: BA Degree Film & Video/ Communication with a Minor in Sports Management.



TRAINING & DEVELOPMENT

Basic Supervision, Business Writing, Effective Speaking & Human Relations, Time Management, Speed-Reading, Stress Management, Myers Briggs, Interviewing People, Management Skills, Project Management, Medical Terminology, Telemarketing, CPR Certification, SHRM-Professional Membership

COMPUTER SKILLS

Microsoft Suite, Outlook, Word, Excel, PowerPoint, Access, Publisher, WordPerfect 6.1, Lotus Notes, HTML/Web Site Design, HRIS Systems, Database Management Systems, PDS/Client Server

AWARDS: Industry Champion Glo-Bus Developing Winning Strategies, Lightening Your Ecological Footprint, MBTI and HR Training, Excel Functions & Formulas

Cristine E. O'Hara
Miami-Dade County Teacher of the Year 2011
Macy's/Florida State Teacher of the Year Finalist 2011
8810 Southwest 191 Street
Miami, Florida 33157
(305) 971-0277
(305) 510-3375 c
cohara@Dadeschools.net

EDUCATION

Doctoral student @ Nova University
Master's Degree in Urban Education: Florida International University 2004
Bachelor of Science in English Education: Florida International University 1999

EMPLOYMENT

- August 2004-present: Palmetto Middle School
2005-present 8th grade Gifted, Regular, Inclusion Language Arts
2004-2005 7th grade Gifted and Regular Language Arts
- September 1999- June 2004: Centennial Middle School
2003-2004 8th grade Advanced, Regular Language Arts, Journalism, Student Council
2000-2003 7,8th grades Language Arts, Journalism, Student Council
1999-2000 6,7,8, grade Regular Language Arts
- April-June 1999- 3100 position: Reading Teacher Miami Springs Middle School
- November 1999-April 1999- Internship at Centennial Middle School, gr. 8

ACHIEVEMENTS, AWARDS, HONORS

MDCPS Francisco R. Walker Teacher of the Year 2011
Macy's/Florida Teacher of the Year Finalist 2011
Florida International University torch award March 2011
FIU Women Who Lead Conference Keynoter speaker
UM FEA keynote speaker April 2011
Tallahassee: Miami- Dade Days, community service award
Recognition in Florida's House of Rep and Senate, April 6-7, 2011
Scripps Spelling Bee school sponsor and current county champ
Macy's Teacher of the Year Roundtable Gala presenter of best practices
Region V Teacher of the Year 2011
MDCPS-Proclamation for Teacher of the Year
The Village of Pinecrest Mayoral Proclamation "Cristine O'Hara Day, March 4"
MDCPS- Proclamation for "Teacher Appreciation Day 2010"
Language Arts Department Chair, Palmetto Middle 2005-present
MDCPS-EDDIES guest speaker May 2010
MDCPS Family of the Year MC April 2010
Teacher of the Month, April 2007, Palmetto Middle

Voted "Most Inspiring 8th grade teacher" 2006
Curriculum Mapping chair, Palmetto Middle 2005
Teacher of the Year 2004 Centennial Middle School
Region VI Finalist T.O.Y. 2004 Centennial Middle School
EESAC Chairperson 2002-2004 Centennial Middle
Scholarship recipient- "United Teachers of Dade Young Educators Committee
Scholarship" March 19, 2002
Publication in the FIU College of Education
Annual Report: Qualified Graduates & Alumni
United Way student campaign ambassador 1999-2004
United Way employee campaign ambassador 2001-2004
Student Council advisor 1999-2004
Journalism advisor 2001-2004
Canned Food Drive ambassador-Centennial Middle
American Red Cross (award received)
Salvation Army 2004
ESSAC volunteer member 2000-2001
Cystic Fibrosis Walk-a- Thon coordinator, Publication in *The Miami Herald*
8th grade prom co-chairperson 2002-2004, Centennial Middle
PACES trainee
Teacher of the Month at Centennial Middle School, March 2001
CRISS trained 1999

LEADERSHIP ROLES, CONTINUING EDUCATION, PROFESSIONAL ORGANIZATIONS & VOLUNTEER WORK

United Teachers of Dade member since 1999
ADK-Zeta chapter: President-elect non for profit int'l teacher sorority
(raise scholarship money for young aspiring female teachers)
Met Dean of Ed @FAMU, April 7
Met Dean of Ed. @FSU, April 6
Race to the Top MDCPS Subcommittee Review team April 2010
EDDIES (Principal of the year awards ceremony guest speaker)
Fla. Ed. Foundation: West Palm Beach Teacher's Guild Conference presenter
Macy's Media Training, June 2010, Tallahassee, Florida
Zelda Glazer presenter summer 2010
MDCPS- District Assessment Review Committee
NCTE member
IPEGS master trainer 2009-2010
FAIR master trainer 2009-2010
SIP team, Literacy Team, RtI team
Edusoft training 2008-2009
Reading Plus training February 2009 and October 2009
AP/College Board workshop- fall 2007-2010
PTSA member @ Palmetto Middle
WISE trained 2005-2009
Interim Assessment Data- Trainer for faculty April 2007
Using data to Improve Student Achievement training, March 2007
FCAT Blitz coordinator and presenter March 2006 & 2007 Palmetto Middle

Smart Board trained 2006
Family Night, Palmetto Middle 2006- 2011
March of Dimes volunteer
Write Traits Saturday workshop 2006
Curriculum Night, Language Arts 2005, 2006, 2007
Zelda Glazer Writing Institute June 2005
Gifted Endorsement courses 2005-2007
Curriculum Mapping workshops, 2005
Vertical Teaming/ College Board, Southridge Senior High, 2004
ACCESS IV- Language Arts Curriculum Development, Reciprocal teaching
SPEP Training workshops, Richmond Heights Middle, 2003-2004
AP/ College Board English workshops, Miami Beach Convention Center 2003-04
Technology conference at Miami Beach Convention Center 2002
TEC- Clinical Supervision 2002 (training to mentor a college intern)
Read 180 workshop at Braddock Senior High, October 2002
United Way ambassador training sessions 2001-2002
AP/ College Board workshop at Dadeland Marriot 2001-2002
TEC- AP/College Board reading workshop
Block scheduling observations at Richmond Heights Middle 2001
TEC- META certified (ESOL)
FCAT scoring pretest workshop at Homestead Middle School 2001
PACES trainee 2001 (Teacher evaluation system)

TAB 2

RESOLUTION 11-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RECOGNIZING APRIL 22, 2011 AS *EARTH DAY*; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the global community currently faces extraordinary challenges such as environmental degradation, climate change, food and water shortages, and global health issues; and

WHEREAS, all people, regardless of race, gender, income, or geography, have a moral right to a healthy, sustainable environment; and

WHEREAS, it is understood that the citizens of the global community must step forward and take action to create positive environmental change to combat the aforementioned global challenges; and

WHEREAS, a sustainable environment can be achieved on the individual level through educational efforts, public policy, and consumer activism campaigns; and

WHEREAS, on April 22, 2011, over a billion people around the world will commemorate Earth Day, which has led the way for over 40 years in teaching individuals how to make real improvements in our environment; and

WHEREAS, the town council desires to recognize Earth Day and finds that this Resolution is in the best interest and welfare of the residents of the Town.

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

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

Section 2. Earth Day. The town council hereby recognizes April 22, 2011 as *Earth Day*.

Section 3. Transmittal. The town clerk is hereby authorized to transmit this Resolution to the Earth Day Network.

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

PASSED and ADOPTED this ____ day of April, 2011.

EDWARD P. MACDOUGALL
Mayor

Attest:

ESTHER B. COULSON
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 Edward P. MacDougall	_____
Vice Mayor Ernest N. Sochin	_____
Councilmember Peggy R. Bell	_____
Councilmember Mary Ann Mixon	_____
Councilmember Sue Ellen Loyzelle	_____

TAB 3

RESOLUTION 11-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING A “BUY AMERICA” POLICY FOR THE PURCHASE OF TOWN SUPPLIES, MATERIALS, AND EQUIPMENT; PROVIDING FOR AUTHORIZATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of Cutler Bay finds that purchasing United States of America made supplies, materials, and equipment benefits the country as a whole and the residents of the town; and

WHEREAS, as such, the town council desires to adopt a “Buy America” policy for the purchase of town supplies, materials, and equipment; 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. Buy America Policy. It is the intent and policy of the town council that the needs of the town for supplies, materials and equipment be met using only those supplies, materials and equipment manufactured in the United States of America when same are readily available at the same price and the bid specifications are consistent with the bidding procedures, requirements and specifications of the town.

Section 3. Town Manager Authorization. The town council hereby directs and authorizes the town manager to carry out the provisions of the resolution.

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

PASSED and ADOPTED this _____ day of _____, 2011.

EDWARD P. MACDOUGALL, Mayor

Attest:

ESTHER B. COULSON
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 Edward P. MacDougall	_____
Vice Mayor Ernest N. Sochin	_____
Councilmember Peggy R. Bell	_____
Councilmember Mary Ann Mixon	_____
Councilmember Sue Ellen Loyzelle	_____

TAB 4



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: March 31, 2011

Re: **FEDERAL (ARRA/STIMULUS) FLORIDA ENERGY AND CLIMATE
COMMISSION GRANT AWARD**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A FEDERAL (ARRA/STIMULUS) FLORIDA ENERGY AND CLIMATE COMMISSION GRANT AWARD (GRANT AGREEMENT NO. ARS135) IN THE AMOUNT OF ONE HUNDRED AND FIFTY-TWO THOUSAND EIGHT HUNDRED DOLLARS (\$152,800.00) TO MAKE TOWN HALL MORE ENERGY EFFICIENT; APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT AGREEMENT NO. ARS135 BETWEEN THE TOWN, STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR, AND THE FLORIDA ENERGY AND CLIMATE COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

In May of 2010, the Florida Energy and Climate Commission issued the grant request, Florida Clean Energy Grant Program, with the purpose to provide funding for energy efficiency and renewable energy programs in order to maximize annual energy savings, cost savings and carbon emission reductions, as well as maximize job creation associated with clean energy projects.

On June 18, 2010 Town staff submitted a detailed grant application for the "Town Hall Goes Green" project, which consists of retro-fitting both interior and exterior lighting systems as well as install an electric vehicle charging station in the parking lot of Town Hall, and establish a "Going Green" community awareness program.





The total project cost for the Town Hall Goes Green project is \$278,294. The grant award from the Florida Clean Energy and Climate Commission will fund \$152,800. The remainder of the funds (\$125,494) will be allocated from the Town's general fund grant match reserves.

RECOMMENDATION

We recommend that the attached resolution accepting the Federal (ARRA/STIMULUS) Florida Energy and Climate Commission Grant award, and authorizing the Town Manager to execute the agreement be approved.



RESOLUTION 11

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A FEDERAL AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) STIMULUS, A FLORIDA ENERGY AND CLIMATE COMMISSION GRANT AWARD, TO MAKE TOWN HALL MORE ENERGY EFFICIENT; PROVIDING FOR UTILIZATION OF THE GRANT FUNDS TO PURCHASE AND INSTALL INTERIOR AND EXTERIOR LIGHTING WITH ENERGY EFFICIENT LIGHT FIXTURES; TO PURCHASE AN ELECTRIC VEHICLE CHARGING STATION, AND TO CREATE COMMUNITY AWARENESS ON GREEN PRACTICES; APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE GRANT AGREEMENT NO. ARS135 BETWEEN THE TOWN, STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR, AND THE FLORIDA ENERGY AND CLIMATE COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay ("the Town") applied for a Florida Clean Energy Grant from the Executive Office of the Governor and Florida Energy and Climate Commission (the "FECC"); and

WHEREAS, the FECC has awarded the town with a Florida Energy and Climate Commission Grant (the "Grant"), Agreement Number ARS135, in the amount of one hundred and fifty-two thousand eight hundred dollars (\$152,800.00); and

WHEREAS, the FECC grant funds will be utilized to purchase and install energy efficient lighting in both the interior and exterior of town hall; purchase an electric vehicle charging station to be placed in the parking lot for public use, and provide the community with outreach services to create greening practices awareness; and

WHEREAS, the FECC has made the grant award contingent on matching funds in the amount of one hundred and twenty five thousand, four hundred and ninety-four dollars (\$125,494.00) from the town's general fund, grant match reserves; and

WHEREAS, the town council desires to accept the FECC Grant award in the amount of one hundred and fifty-two thousand eight hundred dollars (\$152,800.00).

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

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

Section 2. Grant Accepted. That the town council hereby accepts this grant award from the FECC to help make town hall more energy efficient, and the matching expenditure is hereby authorized in the manner described above.

Section 3. Approval and Authorization. That the town council hereby approves the grant agreement in substantially the form attached as Exhibit "A" the Florida Energy and Climate Commission Grant Agreement No. ARS135 (the "Grant Agreement"). That the town council hereby authorizes the town manager to execute the grant agreement on behalf of the town and to take all actions necessary to implement the grant.

Section 4. Effective Date. That this resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2011.

EDWARD P. MACDOUGALL, Mayor

Attest:

ESTHER B. COULSON
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 Edward P. MacDougall _____

Vice Mayor Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

Councilmember Mary Ann Mixon _____

Councilmember Sue Ellen Loyzelle _____

FEDERAL (ARRA/STIMULUS)
FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS135

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

THIS AGREEMENT is entered into between the STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR (EOG), FLORIDA ENERGY AND CLIMATE COMMISSION whose address is 600 South Calhoun Street, Suite 251, Tallahassee, Florida 32399-0001 (hereinafter referred to as the "Commission") and the TOWN OF CUTLER BAY, FLORIDA, whose address is 10720 Caribbean Boulevard Suite 105 Cutler Bay, Florida 33189 (hereinafter referred to as "Grantee" or "Recipient"), a government entity, to provide financial assistance for the Town Hall Goes Green. In consideration of the promises and mutual agreements contained herein, the Commission and the Grantee acknowledge and agree as follows:

1. The United States Department of Energy (USDOE) awarded funding to the Commission pursuant to USDOE through American Recovery and Reinvestment Act (ARRA) Grant Agreement No. **DE-EE0000241**. The Grantee shall be a sub-grantee of federal financial assistance from USDOE. The Grantee is responsible for complying with the appropriate state and federal guidelines in the performance of its activities pursuant to this Agreement.
2. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, its attachments and exhibits named and incorporated by reference. For purposes of this Agreement the terms "Grantee" and "Recipient" are used interchangeably.
3. This Agreement shall begin upon execution by both parties and end no later than _____, inclusive. If allowed by USDOE, this Agreement shall be effective _____ for purposes of reimbursement of allowable costs resulting from obligations incurred and meeting the cost share or match requirements as described in Attachment A, Grant Work Plan. Profit to the Grantee, or any of its subgrantees, is prohibited by 10 Code of Federal Regulations (CFR) Part 600. This Agreement may be amended to revise Attachment A, Grant Work Plan, if additional funding is made available by the USDOE and/or the Florida Legislature.
4.
 - A. The Grantee shall be eligible for reimbursement of allowable costs resulting from obligations incurred during the term of this Agreement. The Commission shall reimburse the Grantee for allowable costs on a not more frequently than monthly cost reimbursement basis in an amount not to exceed \$ _____ after receipt and approval by the Commission's Grant Manager of satisfactory reports and documentation as required in this Agreement. The parties understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee.
 - B. Prior written approval from the Commission's Grant Manager shall be required for changes between approved, funded budget categories up to 10% of the total, approved Grant funds. Approval of such changes will be contingent upon submission of a revised Project Budget. Budget category changes greater than 10%, the addition of previously unapproved or unfunded budget categories or the addition of previously unapproved or unfunded budget line-items, will require a formal written amendment to the Agreement. The Commission agrees to review a request by the Grantee to modify Attachment A, Grant Work Plan, should the Grantee find, after receipt of competitive bids, that the project described in Attachment A, Grant Work Plan, cannot be accomplished for the current estimated project cost. If the Commission agrees to a modification of Attachment A, Grant Work Plan, it may be modified not to exceed the awarded funding identified above. Any such modification would be by formal written amendment, in accordance with Section 37. Nothing in this Section or Agreement is intended nor implies to guarantee approval of a request to modify or adjust Attachment A, Grant Work Plan, or the available project funding.

FEDERAL (ARRA/STIMULUS)
FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS135

- C. All reimbursement requests under this Agreement shall be submitted using the Attachment B, Payment Request Summary Form, format in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall submit a properly completed Attachment B, Payment Request Summary Form, with supporting documentation of allowable costs, including for the final reimbursement request, as described below in paragraph 4.D. Ten percent of each approved reimbursement request shall be retained by the Commission pending Grantee's compliance with Section 8.
- D. All reimbursements under this Agreement shall be in compliance with the laws, rules and regulations applicable to the expenditure of State and federal funds. The State of Florida guidelines for allowable costs include, but are not limited, to the Florida Department of Financial Services' Reference Guide for State Expenditures located at <http://www.myfloridacfo.com>. Federal program guidelines for allowable costs and related topics are listed in Attachment E, Federal Regulations and Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions. The Grantee must provide a detailed listing of expenditures made under this Agreement as support for the Payment Request Summary Form. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, check or voucher number, amount paid and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements including mandated forms required by Section 112.061, Florida Statutes.
- E. In addition to the requirements contained in paragraphs 4.C & D above, the Commission may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State of Florida guidelines. When requested, this information must be provided within 30 calendar days of such request.
5. The Commission's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and the availability of federal funding for the specific purpose of funding the Commission's obligations under this Agreement. In the event of a State revenue shortfall, withdrawal of State budget authorization and/or rescission of federal funding, the total funding may be reduced accordingly. The Commission, in accordance with direction from the Governor and/or the Florida Legislature, shall be the final determiner of the availability of any funds
6. The Grantee shall submit, using Attachment C, Monthly Progress Report, monthly updates to describe the project progress, work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Attachment B, Payment Request Summary Form may not be submitted more frequently than on a monthly basis and must be accompanied by an Attachment C, Monthly Progress Report, for the corresponding month. Attachment C, Monthly Progress Reports shall be submitted to the Commission no later than three calendar days following the completion of the monthly reporting period. The Commission's Grant Manager may request additional information if the Commission's Grant Manager determines it is necessary. The Commission's Grant Manager shall have ten calendar days to review deliverables and payment requests submitted by the Grantee.
7. The Grantee shall submit an Annual Report 15 calendar days after the end of the first year of the project, if the term of the project exceeds one year. The Annual Report shall provide a narrative detailing and evaluating the accomplishments and impact of the project in the prior twelve months. The Annual Report shall follow the format described in Attachment K, Annual Report.
8. The Grantee shall also submit a Final Report 15 calendar days prior to the expiration date of the Agreement. The Final Report will provide a final narrative detailing and evaluating the accomplishments and impact of the project. The Final Report will include an evaluation of the energy savings directly attributable to the project, projections of estimated energy savings expected to accrue from the project and policy recommendations, which may be helpful in implementing other projects of a similar nature. Pursuant to paragraph 4.C, 10% of the total Agreement amount identified in paragraph 4.A will be withheld until receipt and approval of the Final Report.

FEDERAL (ARRA/STIMULUS)
FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS135

9. Each party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
10. A. Commission staff will perform compliance monitoring during the term of the Agreement, in addition to the review of Monthly Progress Reports, but not less than once a year, to ensure Agreement compliance. Monitoring shall include, but not be limited to, periodic review of compliance with Agreement service delivery, as described in Attachment A, Grant Work Plan as documented in Attachment C, Monthly Progress Reports and also which includes a review of all Agreement requirements including the Attachments. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced compliance monitoring visits at any site where services are delivered pursuant to this Agreement.
- B. For each on-site compliance monitoring visit, Commission staff will provide an oral exit interview and a written monitoring report to the Grantee.
- C. If issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) may be required of the Grantee. If required, the CAP shall be submitted to the Commission's Grant Manager within ten calendar days of receipt of the monitoring report. If a CAP is required of the Grantee, failure to correct deficiencies after thirty calendar days from the date-of-receipt of a written monitoring report notating the deficiencies may result in a determination of breach of Agreement and termination of services. If a CAP is not required of the Grantee, the Commission may proceed under Section 11 and/or Section 14.
11. The Commission may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Commission shall provide 30 calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Commission regarding the reason(s) for termination. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
12. The Commission may terminate this Agreement for convenience by providing the Grantee with 30 calendar days written notice. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
13. This Agreement may be unilaterally terminated by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a), Article I of the Florida Constitution and Chapter 119, Florida Statutes. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
14. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Commission may take one or more of the following actions, as appropriate for the circumstances.

FEDERAL (ARRA/STIMULUS)
FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS135

- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - B. Disallow (that is deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate this Agreement.
 - D. Withhold further awards for the project or program.
 - E. Take other remedies that may be legally available.
 - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Commission expressly authorizes them in the notice of suspension or termination.
 - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.
15. A. In accordance with Presidential Executive Order 12549, Debarment and Suspension (10 CFR Part 606, later moved to 2 CFR Part 901), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by USDOE to the Commission.
- B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of Attachment G, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions.
- C. As required by paragraphs A and B above, the Grantee shall include the language of this Section and Attachment G, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions, in all subcontracts and sub-grants or lower tier agreements executed to support the Grantee's work under this Agreement.
16. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, USDOE or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
17. A. The Grantee shall retain and maintain all records referenced in Section 16 and make such records available for an audit as may be requested. Such records shall include independent auditor working papers, books, documents and other evidence, including but not limited to, vouchers, bills, invoices, requests for payment and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.
- B. The Grantee agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Attachment D, Special Audit Requirements as applicable.

FEDERAL (ARRA/STIMULUS)
FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS135

- C. The Grantee shall include the audit and record keeping requirements described above and in Attachment D, Special Audit Requirements, in all subcontracts and assignments with sub-grantees of funds according to Section 215.97, Florida Statutes. For purposes of this Agreement, “sub-recipient” shall be defined in accordance with Section 215.97(2)(x), Florida Statutes.
 - D. The Grantee must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to the Commission within 30 calendar days of its receipt. The Grantee should confer with its chief financial officer, audit director or contact the Commission for assistance with questions pertaining to the applicability of these requirements.
- 18.
- A. The Grantee may subcontract work under this Agreement upon the condition that each Attachment C, Monthly Progress Report, contains a current list of subcontractors, the amount of each subcontract and a short description of work to be performed by that subcontractor. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs and activities under this Agreement whether directly performed or by subcontract.
 - B. The Grantee shall not enter into subcontracts in which the Commission or USDOE could be held liable to a subcontractor for any expenses or liabilities. The Grantee shall defend and hold the Commission and USDOE harmless of any liabilities, as applicable by Florida laws, incurred under any of the subcontracts entered into by the Grantee. The Grantee shall be liable for all work performed and all expenses incurred as a result of any subcontract.
 - C. The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors or sub-vendors under this Agreement. The Grantee shall report to the Commission in each, Attachment C, Monthly Progress Report, its expenditures with minority, woman and service-disabled veteran-owned businesses. The directory of State of Florida certified minority, woman and service-disabled veteran-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Attachment C, Monthly Progress Report, shall contain the names and addresses of the minority, woman and service-disabled veteran-owned businesses; the aggregate dollar figure disbursed that month for each business; the time period; type of goods or services and whether the business is minority, woman or service-disabled veteran-owned. If no expenditures were made to minority, woman and service-disabled veteran-owned businesses, the Grantee shall state “None” on that portion of the Attachment C, Monthly Progress Report.
19. The Grantee agrees to permanently refrain from using or mentioning its association with the Commission in advertisements, letterhead, business cards, etc. The Grantee’s project with the Commission may be generally stated and described in the Grantee’s professional resume. The Grantee may not give the impression in any event or manner, that the Commission endorses or recommends the Grantee.
- 20.
- A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit Attachment I, Standard Form-LLL, Disclosure of Lobbying Activities, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be

FEDERAL (ARRA/STIMULUS)
FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS135

included in all subcontracts, and all subcontractors shall certify and disclose accordingly. [10 CFR Part 601]

- B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a State agency.
- C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
21. The Grantee shall comply with all applicable federal, state and local rules and regulations. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
22. The Grantee agrees to comply with, and include as appropriate in subcontracts, the applicable regulations listed in Attachment E, Federal Regulations, and the provisions contained in Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions.
23. The Commission's Grant Manager for this Agreement is identified below.

Commission Grant Manager: <i>Michael Shirley</i>	
Florida Energy and Climate Commission	
Executive Office of the Governor	
600 South Calhoun Street, Suite 251	
Tallahassee, FL 32399-0001	
Telephone No.:	850-487-3800
Fax No.:	850-922-9701
E-mail Address:	mike.shirley@eog.myflorida.com

24. **[GRANT MANAGER NOTE: Insure that the information reflected below for the Grantee (including 9 digit zip code) corresponds to the information reflected on the Grantee's DUNS/CCR print-out for the associated DUNS # that is maintained in the Master File for this Agreement.]**

The Grantee's Representative for this Agreement is identified below.

<i>Sandra I Cuervo</i>	
<i>Town of Cutler Bay</i>	
<i>Town Hall Goes Green</i>	
<i>10720 Caribbean Blvd., Suite 105</i>	
<i>Cutler Bay, FL 33189</i>	
<i>Telephone No.:</i>	305-234-4262
<i>Fax No.:</i>	305-234-4251
<i>E-mail Address:</i>	scuervo@cutlerbay-fl.gov
<i>Grantee D-U-N-S :</i>	789019275
<i>Grantee CCR Registration Expiration Date:</i>	3/23/2012

FEDERAL (ARRA/STIMULUS)
FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS135

25. **[GRANT MANAGER NOTE: for Sections 25 & 26: Certificates of Insurance showing coverage of Worker's Compensation, Commercial, General Liability and Auto Limits (as applicable) must be submitted PRIOR to execution of Agreement.]**

To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. The Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. The Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected if any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes.

26. **Documentation of all insurance coverage(s) required below, shall be submitted by the Grantee to the Commission.** Upon expiration of documented proof of insurance coverage, the Grantee shall submit proof of continued insurance coverage to the Commission within 30 calendar days of insurance coverage expiration.

Option 2: For Agreements with State of Florida governmental entities that are not self-insured, the following provision may be used.

The Grantee, as an independent contractor and not an agent, representative, or employee of the Commission, agrees to carry adequate liability and other appropriate forms of insurance. The Commission shall have no liability except as specifically provided in this Agreement.

Option 3: The following language may replace the language above for agreements with Florida governmental entities which are self-insured: (make sure you have something in writing from the CFO confirming they are self-insured) NOTE: All state agencies are self insured.

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

27. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

28. Upon satisfactory completion of this Agreement, with Commission approval, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign Attachment J, Property Reporting Form, and submit it to the Commission as an attachment to the Attachment B, Payment Request Summary Form, in which these costs are documented for reimbursement or match. The following terms shall apply:

- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.

FEDERAL (ARRA/STIMULUS)
FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS135

- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Commission.
 - D. All purchase and disposition of equipment shall be in accordance with 10 CFR Part 600.
29. The employment of unauthorized aliens by any Grantee/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
30. A. No person on the grounds of race, creed, color, national origin, age, sex or disability shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
- B. The Grantee agrees to comply with 10 CFR Part 1040 "Nondiscrimination in Federally Assisted Programs."
- C. The Grantee affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the Grantee been placed on the Discriminatory Vendor List. The Grantee further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- D. The Grantee affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the Grantee been convicted of a Public Entity Crime. The Grantee agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement. The Grantee shall insert a provision in accordance with this paragraph in all subcontracts for services in relation to this Agreement.
31. Land acquisition is not authorized under the terms of this Agreement.
32. A. If the Grantee brings to the performance of this Agreement pre-existing intellectual property, the Grantee shall retain all rights and entitlements to that pre-existing intellectual property.
- B. All patent rights, copyrights, and data rights must be in accordance with 10 CFR Part 600 as referenced in Attachment H, Intellectual Property Provisions.
- C. If, during the course of the Agreement, the Grantee modifies a pre-existing invention to the point where it is a new invention, patentable in its own right, or if any discovery or subject invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Grantee shall retain the entire right, title, and interest to each discovery or subject invention, subject to the provisions of this Section. With respect to any subject invention in which the Grantee retains title, the Commission shall have a royalty-free, nonexclusive, transferable, irrevocable, paid up license to practice or have practiced for, or on behalf of, the Commission or the State of Florida the subject invention and sublicense the same.
- D.

FEDERAL (ARRA/STIMULUS)
FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS135

In the event that any books, manuals, films, software, databases, or other copyrightable material are produced, which are intended to be made available to the public, the Grantee shall notify the Commission. The Commission shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do the same. The Grantee hereby grants the Commission full authority and right to modify or create derivative works of, or allow others to modify or create derivative works on behalf of the Commission, any publications first produced under this Agreement. Any content submitted to the Commission which is asserted to be exempt under Florida's Public Records Act, Chapter 119, Florida Statutes, shall be clearly marked "business proprietary", "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing. Failure to identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret.

- E. The terms and conditions specified in Section 32 shall also apply to any subcontracts made under this Agreement. The Grantee shall be responsible for informing the subcontractor of the provisions of this Section and obtaining disclosures.
33. The Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement. USDOE requires an acknowledgement of Federal support. A disclaimer must appear in the publication of any material, copyrighted or not, which was based on or developed under this Agreement, as follows:

Acknowledgement: "This material is based upon work supported by the U.S. Department of Energy and the Florida Energy and Climate Commission under Award Number DE-EE0000241."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, nor any of their contractors, subcontractors or their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or any third party's use or the results of such use of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof or its contractors or subcontractors. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

34. **[GRANT MANAGER NOTE: policy issue review needed case-by-case. If the Agreement permits the development of software and databases with grant funds, the words "software and databases" should also be included in the 1st sentence of paragraph 32d and option 1 language should be used. If software and databases are not permitted, option 2 language should be used.]**

Option 1:

The Grantee is permitted to develop software or databases under the terms and conditions of this Agreement, including Section 32.

Option 2:

The Grantee shall not develop any software or databases under the terms and conditions of this Agreement.

35. The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The

**FEDERAL (ARRA/STIMULUS)
FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS135**

Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them.

36. This Agreement is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon, County, Florida, applying Florida Law.
37. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties and attached to the original of this Agreement, unless otherwise provided herein.
38. The following Attachments are incorporated into this Agreement:

Attachment	A	Grant Work Plan
Attachment	B	Payment Request Summary Form
Attachment	C	Monthly Progress Report
Attachment	D	Special Audit Requirements
Attachment	E	Federal Regulations
Attachment	F	Federal Funding Grantee, Sub-grantee and Contractor Provisions
Attachment	G	Debarment and Suspension Form
Attachment	H	Intellectual Property Provisions
Attachment	I	Disclosure of Lobbying Activities
Attachment	J	Property Reporting Form
Attachment	K	Annual Report

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

GRANTEE NAME

STATE OF FLORIDA, EXECUTIVE OFFICE OF
THE GOVERNOR, Florida Energy and Climate Commission

By: _____
Steven J. Alexander
Town Manager

By: _____
Sean T. Miles
Executive Director

Date: _____

Date: _____

[GRANT MANAGER NOTE: ATTACH PROOF OF SIGNATURE AUTHORITY FOR GRANTEE SIGNATORY IN ROUTING APPROVAL PACKET, ALONG WITH A COPY OF USDOE APPROVED PROJECT NARRATIVE AND COMPLETED FEDERAL SUB-RECIPIENT-VENDOR DETERMINATION CHECKLIST]

FEDERAL (ARRA/STIMULUS)
FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS135

**ATTACHMENT A
GRANT WORK PLAN

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS135

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

A. PROJECT TITLE: *Town Hall Goes Green*

B. PROJECT LOCATION: *Town of Cutler Bay, Florida*

C. PROJECT BACKGROUND: The Grantee, a municipality in South Florida, has requested funds to retrofit its city hall's interior and exterior lighting with more energy efficient lighting fixtures. Their plan also calls for the addition of an electric vehicle charging station to be placed in their parking lot for public usage. Overall, the Grantee's goal is to reduce its carbon foot print, energy consumption, and provide an educational awareness program to its staff and residents about easy greening practices.

D. PROJECT OBJECTIVES:

- **Objective 1:** Retrofit Interior lighting and replace switches with more energy efficient equipment.
- **Objective 2:** Retrofit exterior lighting system with a solar powered LED unit.
- **Objective 3:** Install electric vehicle charging station in the parking lot of the city hall.
- **Objective 4:** Establish a "Going Green" awareness education program.
- **Objective 5:** Retain three jobs involved with Grantee's greening initiatives.

E. PROJECT DESCRIPTION:

- **Task 1:** Procure, in accordance with 10 CFR 600, a contractor for installation of retrofit project.
- **Task 2:** Retrofit interior lighting and switches. (Objective One)
 - **2a:** Replace all existing lighting, switches, and ballasts throughout Grantee's city hall with more energy efficient equipment.
 - **2b:** Dispose, in accordance with EPA standards, all lighting, switches, and ballasts that were removed during the retrofit process.
- **Task 3:** Retrofit exterior lighting system with a solar-powered LED system. (Objective Two)
 - **2a:** Remove two high-density discharge lamps from stanchion that illuminates the entrance of the city hall with one solar-powered LED unit.
 - **2b:** Recycle the replaced lighting unit according to EPA standards.

**ATTACHMENT A
GRANT WORK PLAN**

- **Task 4: Install electric behicle charging station in the parking lot of the city hall. (Objective Three)**
 - **4a: Procure, in accordance with 10 CFR 600, two 220-volt electric vehicle charging stations.**
- **Task 5: Establish a “Going Green” awareness education program. (Objective Four)**

F. PROJECT DELIVERABLES/OUTPUTS:

The table below identifies the month of the project each task will start and be accomplished.

No.	Task/Activity Description	Deliverables/ Outputs	Start Month	Deadline Month
1	Task 1: Procure, in accordance with 10 CFR 600, a contractor.	Solicitation Documents and Contract Documents.	Month 1	Month 2
2	Task 2: Retrofit interior fixtures and switches.	Invoices, Purchase Orders, and Photos, Documentation of proper disposal of removed equipment.	Month 3	Month 8
3	Task 3: Retrofit exterior lighting system.	Invoices, Purchase Orders, and Photos, Documentation of proper disposal of removed equipment.	Month 8	Month 8
4	Task 4: Install vehicle charging station.	Invoices, Purchase Orders, and Photos.	Month 8	Month 9
5	Task 5: Establish “Going Green” Awareness Program.	Draft Content, Objectives Document, Final Program, Invoices, Purchase Orders, Photos	Month 3	Month 12

ATTACHMENT A GRANT WORK PLAN

G. PROJECT BUDGET:

The budget below summarizes the project by Funding Category. All dollar amounts are rounded to the nearest whole dollar value.

Funding Category	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
1. Salaries		\$33,537	Cutler Bay In-Kind
2. Fringe Benefits		\$9,681	Cutler Bay In-Kind
3. Travel (if authorized)			
4. Supplies/Other Expenses			
5. Equipment		\$7,709	Cutler Bay Cash
6. Contractual Services	\$152,800	\$74,567	Cutler Bay Cash
7. Indirect (if authorized)			
Total Project Budget	\$152,800	\$125,494	
Total Project Cost	\$278,294	= Grants Funds + Cost Share	
Cost Share Percentage	45%	= Cost Share / Total Project Cost	

H. TOTAL BUDGET BY TASK:

The project budget below summarizes the project by Project Task. Project Tasks correspond to the “Project Description” section. All dollar amounts are rounded to the nearest whole dollar value.

Project Task		Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
			Matching Funds	Source
1	Retrofit Interior Lighting	\$152,800	\$41,632	Cutler Bay Cash
2	Retrofit Exterior Lighting	\$0	\$3,000	Cutler Bay Cash
3	Install Vehicle Charger	\$0	\$6,000	Cutler Bay Cash
4	“Going Green” Awareness Program	\$0	\$1,709	Cutler Bay Cash
5	Retain Jobs	\$0	\$73,153	Cutler Bay In-Kind
Totals:		\$152,800	\$125,494	
Total Project Cost:		\$278,294	= Grant Funds + Cost Share	

ATTACHMENT A GRANT WORK PLAN

I. BUDGET DETAIL:

Using the definitions provided below, the detailed, line-item budget clarifies the Budget Summary shown in Section G. Budget Category Sub-Totals have been rounded to the nearest whole dollar value. Up to 10% of grant funds may be used for administrative costs, excluding the cost of meeting reporting requirements of the program.

Administrative costs are defined as: allowable, reasonable, and allocable Direct and Indirect costs related to overall management of the awarded grant (including travel). For each budget line-item, the appropriate column identifies if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved) and 3) whether the cost is Administrative in nature. A description of what is required for each budget category is as follows:

1. Salaries - Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. Divide annual salaries by 2080 hours and nine month academic salaries by 1560 hours, to find the hourly rate.
2. Fringe Benefits - Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations.
3. Travel - List trips by their purpose and/or destination. Indicate the number of days for each trip. The Commission will only reimburse for travel at the appropriate State of Florida rate (Section 112.061, Florida Statutes), using the forms referenced in Attachment B, Payment Request Summary Form. Be prepared to provide the Commission with details on costs utilized to calculate the "Amount Budgeted" for each trip.
4. Supplies & Other Expenses - List expendable supplies by category description, unit costs and quantity. List other expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature. For Match only, list costs related to donated real property such as land (not to exceed the fair market value of the property).
5. Equipment - List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail.
6. Contractual Services - Subcontractors should provide the same information required by this budget table, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount.
7. Indirect Costs/Rate - Indirect Costs are not authorized.
8. Total Budget Category - Show the total of all line-items within a Budget Category.
9. Total Budget - Show the total of all categories.

ATTACHMENT A GRANT WORK PLAN

1. Salaries								
Salaries (Name/Position)	Hourly Cost (\$)	*	Hours/wk. or % FTE	=	Total Gross Salary (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost? Y/N
Steven Alexander/Add Position Town Manager	\$76.91	*	104	=	\$16,637.00	M	N	Y
Rafael Casals/Public Works Dir	\$54.50	*	208	=	\$11,336.00	M	N	Y
Sandra Cuervo/Building and Code Compliance Division Mgr	\$26.75	*	208	=	\$5,564.00	M	N	Y
	\$	*		=	\$			
Sub-Totals for Salaries Category					\$33,537			

2. Fringe Benefits									
Name of Employee	Amount Gross Salary (\$)	Approved % per Work Plan or enter "N/A" & provide break- out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Total Fringe Benefits (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Steven Alexander	\$16,637	N/A	\$1,273	\$488	\$2,424	\$4,185	M	N	Y
Rafael Casals	\$11,336	N/A	\$867	\$976	\$1,652	\$3,496	M	N	Y
Sandra Cuervo	\$5,564	N/A	\$425	\$976	\$599	\$2,000	M	N	Y
Sub-Total of Fringe Benefits Category						\$9,681			

3. Travel * Cannot exceed cost limitations required by Section 112.061, Florida Statutes							
Name of Employee	Destination	Period of Trip (# of days)	Purpose of Trip	Amount Budgeted	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
				\$			
				\$			
				\$			
				\$			
Sub-Total of Travel Category				\$			

ATTACHMENT A GRANT WORK PLAN

4. Supplies - Other Expenses								
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$	*		=				
	\$	*		=				
	\$	*		=				
	\$	*		=				
Sub-Total of Supplies - Other Expenses Category					\$			

5. Equipment								
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Two Electric Vehicle Charging Stations	\$3,000.00	*	2	=	6,000.00	M	N	N
Energy Star Plasma TV	\$805	*	1	=	\$805	M	N	N
Dell Computer Package	\$904	*	1	=	\$904	M	N	N
	\$	*		=				
Sub-Total of Equipment Category					\$			

6. Contractual Services									
Name of Vendor	Description	Fee/Rate (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Contractor TBD	General Contractor	\$	*		=	\$227,367	G/M	N	N
		\$	*		=				
		\$	*		=				
		\$	*		=				
Sub-Total of Contractual Services Category						\$ 227,367			

**ATTACHMENT A
GRANT WORK PLAN**

7. Indirect Cost (if approved)									
Budget Category included in Base of Indirect Cost Calculations	Total Direct Costs for Budget Category	*	Approved Indirect Cost Rate (%) from Grant Work Plan	=	Total Indirect Cost for Budget Category (\$)	=	Total Indirect Costs for Grant	+	Total Indirect Costs for Match
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
Sub-Total of Indirect Costs Category					\$	=	\$	+	\$

8. Total Project Budget					
Budget Category	Total Costs for Budget Category	=	Total Grant Costs	+	Total Match Costs
Salaries	\$33,537	=	\$0	+	\$ 33,537
Fringe	\$9,681	=	\$0	+	\$ 9,681
Equipment	\$7,709	=	\$	+	\$ 7,709
Contractual Services	\$227,367	=	\$ 152,800	+	\$ 74,567
Total Project Budget	\$	=	\$	+	\$

J. MEASURES OF SUCCESS: In the Final Report, the Grantee shall address how the project objectives were accomplished.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123**

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

Grantee: _____

Mailing Address: _____

Grant Agreement No.: _____

Date Of Request: _____

Amount Requested:\$ _____

Grantee's Representative: _____

Reimbursement Request No.: _____

**Reimbursement
Period:** _____ **to** _____

**Percent Matching
Required:** _____

PROJECT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
1. Salaries	\$	\$	\$	\$
2. Fringe Benefits	\$	\$	\$	\$
3. Travel (if authorized)	\$	\$	\$	\$
4. Supplies/Other Expenses	\$	\$	\$	\$
5. Equipment	\$	\$	\$	\$
6. Contractual Services	\$	\$	\$	\$
7. Indirect Costs (if authorized)	\$	\$	\$	\$
TOTAL AMOUNT EXPENDED	\$	\$	\$	\$
Less Retainage* (10% of TOTAL AMOUNT EXPENDED)	\$	\$		
TOTAL AMOUNT TO BE REIMBURSED	\$	\$		
AGREEMENT AMOUNT	\$		\$	
Less TOTAL AMOUNT EXPENDED:	\$		\$	
TOTAL AVAILABLE BALANCE	\$		\$	

** The cumulative Retainage amount shall be reimbursed on the Final Reimbursement Request, upon approval of the Final Report by the Commission's Grant Manager.*

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above is for items that were charged to and utilized only for the above cited grant activities.

Grantee's Representative's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123**

**GRANT REIMBURSEMENT DETAIL
GRANT FUNDING**

1. Salaries									
Employee Name	Paycheck #	Gross Paycheck Amount (\$)	Hourly Rate (\$/hrs)	Hours Worked	Type of Work Performed and Date of Services	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Salaries:		\$ -							
2. Fringe Benefits									
Name of Employee	Amount of Gross Salary (\$)	Approved Rate (%) of Fringe Benefits per Work Plan or enter "N/A" & provide break out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Amount requested (\$)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$		\$	\$	\$	\$			
	\$								
Sub-Total of Fringe Benefits:									
3. Travel									
Name of Employee Traveling	Destination	Dates of Trip	Amount Paid (\$)	Copies of all receipts attached? (Y/N)	Purpose of Trip	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Travel:			\$						
4. Supplies-Other Expenses									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Supplies-Other Expenses :		\$ -							

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123**

GRANT REIMBURSEMENT DOCUMENTATION DETAIL (continued)

5. Equipment									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Property Form Attached? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Expenses:		\$ -							
6. Contractual Services									
Name of Vendor Performing Contractual Services	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Contractual Services and Dates Received	Listed on Progress Report? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Contractual:		\$ -							
7. Indirect Costs, if allowable			Total Grant Reimbursement Summary						
Direct Costs Sub-Total to calculate Indirect Costs on this Invoice	Approved Indirect Cost Rate (%)	Amount documented (\$)	<i>Note: Information provided on the Grant Reimbursement Documentation Detail must correspond with the approved Attachment A, Grant Work Plan, Attachment B - Project Expenditures Summary Section and supporting documentation.</i>						
Sub-Total of Indirect Costs:		\$ -	Total Grant Funds Requested :					\$	

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123**

1. Salaries									
Employee Name	Paycheck #	Gross Paycheck Amount (\$)	Hourly Rate (\$/hrs)	Hours Worked	Type of Work Performed and Date of Services	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Salaries:		\$ -							
2. Fringe Benefits									
Name of Employee	Amount of Gross Salary (\$)	Approved Rate (%) of Fringe Benefits per Work Plan or enter "N/A" & provide break out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Amount documented (\$)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$		\$	\$	\$	\$			
	\$								
Sub-Total of Fringe Benefits:									
3. Travel									
Name of Employee Traveling	Destination	Dates of Trip	Amount Paid (\$)	Copies of all receipts attached? (Y/N)	Purpose of Trip	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Travel:				\$					
4. Supplies-Other Expenses									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Date Received	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Supplies-Other Expenses :		\$ -							

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123**

MATCH DOCUMENTATION DETAIL (continued)

5. Equipment									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Date Received	Property Form Attached? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Expenses:		\$ -							
6. Contractual Services									
Name of Vendor Performing Contractual Services	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Contractual Services and Date Received	Listed on Progress Report? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Contractual:		\$ -							
7. Indirect Costs, if allowable			Total Match Documentation Summary						
Direct Costs Sub-Total to calculate Indirect Costs on this Invoice	Approved Indirect Cost Rate (%)	Amount documented (\$)	<i>Note: Information provided on the Match Documentation Detail must correspond with the approved Attachment A, Grant Work Plan, Attachment B - Project Expenditures Summary Section and supporting documentation.</i>						
			<div style="display: flex; justify-content: space-between; align-items: center;"> Total Match documented : \$ </div>						
Sub-Total of Indirect Costs:		\$ -							

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123
INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the Grantee's agency, as reflected on your Grant Agreement.

MAILING ADDRESS: Enter the reimbursement mailing address.

GRANT AGREEMENT NO.: This is the six-digit number on your Grant Agreement.

DATE OF REQUEST: This is the date the Grantee is submitting the request for reimbursement.

AMOUNT REQUESTED: This is the amount on the "*TOTAL AMOUNT TO BE REIMBURSED*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S REPRESENTATIVE: This is the person identified as Grantee's Representative in the Grant Agreement.

REIMBURSEMENT REQUEST NO.: This is the number of the reimbursement request, not the month number. The first reimbursement request submitted shall be number 1 and subsequent reimbursement requests shall be numbered in ascending numerical order.

REIMBURSEMENT PERIOD: This is the beginning date (dd/mm/yyyy) and ending date (dd/mm/yyyy) of the reimbursement period.

PERCENT MATCHING REQUIRED: Enter the Match requirement here, as reflected on the approved Attachment A, Grant Work Plan.

PROJECT EXPENDITURES SUMMARY SECTION

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount paid during the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. All costs included in the reimbursement request must agree with the approved Project Budget in the current Attachment A, Grant Work Plan of your Grant Agreement. Do not request reimbursement for costs that do not have an associated, approved, funded budget category or approved, funded budget line-item in the current Project Budget. Do not claim items that are not specifically identified in the current Budget Detail as reflected in Section I of the current Attachment A, Grant Work Plan.

- Enter the column total on the "*TOTAL AMOUNT EXPENDED*" line. The figures reflected for each approved budget category must correspond with the budget category amount reflected on the associated Grant Reimbursement Detail Form.
- For the "Less Retainage" line, calculate 10% of the "*TOTAL AMOUNT EXPENDED*" for this reimbursement request; this figure must be shown in brackets (e.g. <\$X,XXX.XX>) to reflect that the amount will be deducted from the "*TOTAL AMOUNT EXPENDED*".
- For the "*TOTAL AMOUNT TO BE REIMBURSED*" line, deduct the "Less Retainage" amount from the "*TOTAL AMOUNT EXPENDED*".
- For the "*AGREEMENT AMOUNT*", enter the total amount of the Grant Agreement. For the "Less TOTAL AMOUNT EXPENDED" line, enter the total amount expended as reflected on this reimbursement request **and** all previous reimbursement requests.
- For the "*TOTAL AVAILABLE BALANCE*" line, deduct the "*Less TOTAL AMOUNT EXPENDED*" amount from the "*AGREEMENT AMOUNT*".
- For only the Final Reimbursement Request, the Grantee may request reimbursement of all previously deducted Retainage on the condition that the Final Report for the project has been submitted and approved by the Commission's Grant Manager. To request reimbursement of Retainage, reflect the cumulative amount of Retainage as a positive figure (no brackets) in the "Less Retainage" line and add it to the "*TOTAL AMOUNT EXPENDED*" to reflect the final "*TOTAL AMOUNT TO BE REIMBURSED*" amount.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts previously submitted for reimbursement to date for each approved, funded budget category. Provide accurate costs and do not round figures to the nearest whole dollar value.

- On the "Less Retainage" line, enter the total cumulative amount of Retainage deducted from all reimbursement requests.
- On the "*TOTAL AMOUNT TO BE REIMBURSED*" line, deduct the cumulative "Less Retainage" amount from the cumulative "*TOTAL AMOUNT EXPENDED*".
- The Final Reimbursement Request must show the total of all reimbursements; first through the final reimbursement (this amount cannot exceed the approved, funded budget amount for each budget category). Enter the column total on the "*TOTALS*" line.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

“MATCHING FUNDS” COLUMN: Enter the amount documented as Match for the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. This needs to be shown under specific budget categories according to the currently approved Attachment A, Grant Work Plan.

- Enter the total for all budget categories on the “*TOTAL AMOUNT EXPENDED*” line for this column.
- Enter the total Match budget amount on the “*AGREEMENT AMOUNT*” line for this column. This amount must correspond with the minimum Match amount specified in Section 4.A of the Grant Agreement and as reflected on the currently approved Attachment A, Grant Work Plan.
- Enter the total cumulative amount of this and any previous Match documented on the “*LESS TOTAL AMOUNT EXPENDED*” line for this column.
- Deduct the “*LESS TOTAL AMOUNT EXPENDED*” from the “*AGREEMENT AMOUNT*” for the amount to enter on the “*TOTAL AVAILABLE BALANCE*” line.

“TOTAL CUMULATIVE MATCHING FUNDS” COLUMN: Enter the cumulative amount documented to date for Match by budget category. Enter the total of all budget categories on the line titled “*TOTAL AMOUNT EXPENDED*.” The Final Reimbursement Request must reflect the total of all documented Match, beginning with the first Match documentation through the final Match documentation, etc.

The proportion of cumulative Matching funds as of the final Match documentation must equate to the Cost Share Percentage as reflected on the current, approved Attachment A, Grant Work Plan of the Grant Agreement. If insufficient “*TOTAL CUMULATIVE MATCHING FUNDS*” are submitted, the Final Reimbursement Request of grant funds shall be reduced to ensure that the Cost Share Percentage

GRANTEE CERTIFICATION: The Payment Request Summary Form must be signed by both the Grantee’s Representative as identified in the Grant Agreement and the Grantee’s Fiscal Agent to be approved for reimbursement.

NOTE: If requesting reimbursement for travel, you must include copies of all travel receipts and a copy of the Commission’s properly completed travel reimbursement form (in the format approved by the Department of Financial Services, Chief Financial Officer) that has been signed by both the traveler and the traveler’s supervisor.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123
INSTRUCTIONS FOR COMPLETING
GRANT REIMBURSEMENT DETAIL and
MATCH DOCUMENTATION DETAIL

Provide a detailed, line-item description using the worksheet provided for each Budget Category of funds Grantee is requesting for reimbursement or documentation of Match. Costs listed on the Grant Reimbursement Detail must reflect information on supporting documentation, must correspond with the approved Project Budget, the Payment Request Summary Form – Project Expenditures Summary Section and accompanying supporting documentation. The description of each line-item must include the month and year that the item was received; this month and year must fall within the Reimbursement Period. Any line-item with a corresponding month and year prior to the Reimbursement Period must be accompanied by a statement that this cost was not included in a prior Reimbursement Request. For each budget line-item, identify if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved), and 3) whether the cost is Administrative in nature. Provide accurate costs and do not round the amounts to the nearest whole dollar value.

Supporting documentation for each amount for which reimbursement is being requested must: 1) list the item that has been paid for, 2) be submitted in the order in which items are shown on the Grant Reimbursement Detail and the Match Documentation Detail and 3) be either highlighted or circled. Check numbers may be provided in lieu of copies of the actual checks. If an item was purchased with a credit card, reflect “paid by credit card” on Grant Reimbursement Detail or the Match Documentation Detail, in lieu of a check number and provide vendor receipt reflecting that the item was paid by credit card (this can be hand written) along with a copy of related credit card statement (credit card number and other confidential information may be blacked out). Each piece of documentation must clearly reflect the dates of service. Only expenditures for budget categories and budget line-items in the approved Project Budget will be reimbursed or documented as Match. Listed below are the types of documentation and examples of minimum requirements.

- (1) **Salaries:** A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the Grant Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, including submission of the claim on the approved state travel form that has been signed and dated by the traveler and the traveler’s supervisor and copies of all travel receipts must also be attached. For additional information on documentation of travel costs, contact the assigned Commission Grant Manager.
- (4) **Supplies - Other Expenses:** Reimbursement will be made based on paid invoices/receipts.
- (5) **Equipment:** Reimbursement will be made based on paid invoices/receipts. Attachment J, Property Reporting Form, must be properly completed, signed and attached to the Attachment B, Payment Request Summary Form for each item of equipment requested for reimbursement or match documentation.
- (6) **Contractual Services:** Reimbursement will be made based on paid invoices/receipts. Subcontractors must be listed on Attachment C, Monthly Progress Report, for the corresponding reimbursement period.
- (7) **Indirect Costs:** If the Grant Agreement allows recovery of Indirect Costs, the calculation of these costs must be based upon direct costs reflected in the corresponding reimbursement period, utilizing the Indirect Cost rate in the approved Project Budget.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123
ATTACHMENT C
MONTHLY PROGRESS REPORT**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARD**

Grant Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Monthly Reporting Period:			
Project Number and Title:			
A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.			
C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123**

D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

F. Provide a project Grant Budget update, comparing the Grant Project Budget to actual costs to date.

Grant Budget Category	Total Grant Project Budget	Grant Expenditures Prior to this Reporting Period	Grant Expenditures this Reporting Period	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

G. Provide a project Match Budget update, comparing the Match Project Budget to actual costs to date.

Match Budget Category	Total Match Project Budget	Match Expenditures Prior to this Reporting Period	Match Expenditures this Reporting Period	Match Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all match Budget Categories				

H. REPORTING

Activities:

	Building Retrofits
Number of Buildings Retrofitted	
Sq. Ft. Retrofitted	

	Building Energy Audits
Number of Audits Performed	
Floor Space Audited	
Auditor's Projection of Energy Saved	

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

	Loans, Grants and Incentives
Number of Loans Given	
Monetary value of Loans Given	
Number of Grants Given	
Monetary value of Grants Given	

	Renewable Energy Market Development
Number of Solar Energy Systems Installed	
Total Capacity of Solar Energy Systems	
Number of Wind Energy Systems Installed	
Total Capacity of Wind Energy Systems	
Number of other Renewable Energy Systems Installed	
Total Capacity of other Renewable Energy Systems	

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

	Transportation
Number of Alternative Fuel Vehicles Purchased	
Number of Vehicle Conversions to Alternative Energy	
Number of New Alternative Fueling Stations	
Number of Carpools and Vanpools Formed	
Number of Energy Efficient Traffic Signals Installed	
Number of Street Lane Miles for which Synchronized Traffic Signals were Installed	

	Workshops, Training and Education
Number of Workshops, Training and Education Sessions Held	
Number of People Attending Workshops, Training and Education Sessions	

	Jobs Created
Number of Direct Jobs Created	
Number of Indirect Jobs Created	
Actual Worker Head Count	
Number of FTE Job Equivalents	

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

	Energy Savings		Renewable Energy Capacity and Generation
Reduction in Natural Gas Consumption (mmcf)		Amount of photovoltaic generating capacity installed (MW)	
Reduction in Electricity Consumption (MWh)		Amount of electricity generated from photovoltaic systems (MWh)	
Reduction in Electricity Demand (MW)		Amount of electric generating capacity from other renewable sources installed (MW)	
Reduction in Natural Gas Consumption (mmcf)		Amount of electricity generated from other renewable sources (MWh)	
Reduction in Fuel Oil Consumption (gallons)			
Reduction in Propane Consumption (gallons)			
Reduction in Gasoline and Diesel Consumption (gallons)			
Amount of wind-powered electric generating capacity installed			
Amount of electricity generated from wind systems (MWh)			

I. SUBCONTRACTOR LIST

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors, as required in Section 18.A of the Grant Agreement.

**If grantee does not have subcontractors, please state 'None' below*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

J. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. As required in Section 18.C of the Grant Agreement, the Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. ARXXX and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123**

**ATTACHMENT D
SPECIAL AUDIT REQUIREMENTS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

The administration of resources awarded by the Florida Energy and Climate Commission (hereinafter referred to as the "Commission") to the recipient (hereinafter referred to as the "grantee" or "recipient"), may be subject to audits and/or monitoring by the Commission, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. The recipient must include the record keeping requirements found herein in subcontractor agreements entered into for work required under terms of this Agreement. In the executed subcontract, the recipient shall provide each subcontractor of state financial assistance the information needed by the subcontractor to comply with the requirements of Section 215.97, Florida Statutes. Pursuant to Section 215.97, Florida Statutes, the recipient shall review and monitor subcontractor audit reports and perform other procedures as specified in the agreement with the subcontractor, which may include onsite visits. The recipient shall require subcontractors, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the Commission, the Chief Financial Officer, the Chief Inspector General and the Auditor General access to the subcontractor's records and independent auditor's working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes.
5. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: The Florid Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, the State of Florida's website at <http://www.myflorida.com/>, the Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: REPORT SUBMISSION

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

- A. The Florida Energy and Climate Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

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

- A. The Florida Energy and Climate Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

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

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

RECORD RETENTION

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

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123
EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT 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
DE-EE0000241	United States Department of Energy	81.041	State Energy Program (SEP)	\$242,000	140021-10

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	CFDA Title	Funding Amount	State Appropriation Category

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

					Total Award	\$249,000	
--	--	--	--	--	-------------	-----------	--

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

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

ATTACHMENT E
FEDERAL REGULATIONS

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

Formal regulations concerning administrative procedures for USDOE grants appear in Title 10 of the Code of Federal Regulations. Grant program administrative regulations appear in Part 600. Other USDOE regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
2 CFR 176	Award Terms for Assistance Agreements that include funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
2 CFR 901	Nonprocurement Debarment and Suspension
10 CFR 600	Financial Assistance Rules
10 CFR 601	New Restrictions on Lobbying
10 CFR 607	Government wide requirements for drug-free work place (financial assistance)
10 CFR 1039	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
10 CFR 1040	Nondiscrimination in Federally Assisted Programs or Activities
10 CFR 1041	Enforcement of Nondiscrimination on the basis of handicap in programs or activities conducted by USDOE
10 CFR 1042	Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance
Other Federal Regulations	
45 CFR Subtitle A – Appendix E to Part 74	Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals
48 CFR 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
Office of Management and Budget Circulars	
A-21	Cost Principles for Educational Institutions
A-87	Cost Principles for State, Local, and Indian Tribal Governments
A-102	Grants and Cooperative Agreements with State and Local Governments
A-110	Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
A-122	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123**

**ATTACHMENT F
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR
PROVISIONS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
24. **Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects**
 - a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
 1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

b. The term “construction contract” as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

- 25. Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
- 26. Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
- 27. False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123**

**ATTACHMENT G
CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Recipient

Typed Name/Title

Recipient's Firm Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Florida Energy and Climate Commission (Commission) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Commission or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Commission or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123**

**ATTACHMENT H
Intellectual Property Provisions (NRD-1003)
Nonresearch and Development**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. USDOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) USDOE has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d)(1) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the USDOE shall request, and the Recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the USDOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

ATTACHMENT I
DISCLOSURE OF LOBBYING ACTIVITIES

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s))		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): SF-LLLA, if necessary)
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
--

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123**

**ATTACHMENT J
PROPERTY REPORTING FORM
(For Property With Grantee/Recipient Assigned Property Control Numbers)**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

GRANTEE: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Agreement. Also list all upgrades* under this Agreement, costing \$1,000 or more, of property previously purchased under a Commission Grant Agreement (identify the property upgraded and the applicable Commission Agreement on a separate sheet). Complete the serial no./ cost, location/address and property control number columns of this form. The Grantee shall establish a unique identifier for tracking all personal property/equipment purchased under this Agreement and shall report the inventory of said property, on an annual basis, to the Commission's Grant Manager, by Grant Agreement number, no later than January 31st for each year this Agreement is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/RECIPIENT ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

Grantee/Recipient:	Grantee's/Recipient's Representative:	Date:
--------------------	---------------------------------------	-------

BELOW FOR COMMISSION USE ONLY	
GRANT MANAGER:	MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR AGREEMENT FILE. IF THE AGREEMENT IS A COST REIMBURSEMENT AGREEMENT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/RECIPIENT'S INVOICE FOR PAYMENT.
Grant Manager Signature: _____	Date: _____

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123**

**ATTACHMENT K
ANNUAL REPORT**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARD**

Grant Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Annual Reporting Period:			
Project Number and Title:			
A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.			
C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

F. Provide a project Grant Budget update, comparing the Grant Project Budget to actual costs to date.

Grant Budget Category	Total Grant Project Budget	Grant Expenditures Prior to this Reporting Period	Grant Expenditures this Reporting Period	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

G. Provide a project Match Budget update, comparing the Match Project Budget to actual costs to date.				
Match Budget Category	Total Match Project Budget	Match Expenditures Prior to this Reporting Period	Match Expenditures this Reporting Period	Match Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all match Budget Categories				

H. REPORTING

Activities:

	Building Retrofits
Number of Buildings Retrofitted	
Sq. Ft. Retrofitted	

	Building Energy Audits
Number of Audits Performed	
Floor Space Audited	
Auditor's Projection of Energy Saved	

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

	Loans, Grants and Incentives
Number of Loans Given	
Monetary value of Loans Given	
Number of Grants Given	
Monetary value of Grants Given	

	Renewable Energy Market Development
Number of Solar Energy Systems Installed	
Total Capacity of Solar Energy Systems	
Number of Wind Energy Systems Installed	
Total Capacity of Wind Energy Systems	
Number of other Renewable Energy Systems Installed	
Total Capacity of other Renewable Energy Systems	

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

	Transportation
Number of Alternative Fuel Vehicles Purchased	
Number of Vehicle Conversions to Alternative Energy	
Number of New Alternative Fueling Stations	
Number of Carpools and Vanpools Formed	
Number of Energy Efficient Traffic Signals Installed	
Number of Street Lane Miles for which Synchronized Traffic Signals were Installed	

	Workshops, Training and Education
Number of Workshops, Training and Education Sessions Held	
Number of People Attending Workshops, Training and Education Sessions	

	Jobs Created
Number of Direct Jobs Created	
Number of Indirect Jobs Created	
Actual Worker Head Count	
Number of FTE Job Equivalents	

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

Energy Savings		Renewable Energy Capacity and Generation	
Reduction in Natural Gas Consumption (mmcf)		Amount of photovoltaic generating capacity installed (MW)	
Reduction in Electricity Consumption (MWh)		Amount of electricity generated from photovoltaic systems (MWh)	
Reduction in Electricity Demand (MW)		Amount of electric generating capacity from other renewable sources installed (MW)	
Reduction in Natural Gas Consumption (mmcf)		Amount of electricity generated from other renewable sources (MWh)	
Reduction in Fuel Oil Consumption (gallons)			
Reduction in Propane Consumption (gallons)			
Reduction in Gasoline and Diesel Consumption (gallons)			
Amount of wind-powered electric generating capacity installed			
Amount of electricity generated from wind systems (MWh)			

Emission Reductions	
Tons Carbon Emission Reduction (CO2 Equivalent)	
Tons of Sulfur Dioxide Emission Reduction (CO2 Equivalent)	
Tons of Nitrogen Oxide Emission Reduction (CO2 Equivalent)	
Tons of Carbon Monoxide Emission Reduction (CO2 Equivalent)	

I. SUBCONTRACTOR LIST

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS123

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors, as required in Section 18.A of the Grant Agreement.

**If grantee does not have subcontractors, please state 'None' below*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

J. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. As required in Section 18.C of the Grant Agreement, the Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. ARXXX and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date

TAB 5

RESOLUTION 11-_____

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA
REQUESTING THE TOWN MANAGER TO POST A
MONTHLY REPORT OF THE TOWN'S CHECK
REGISTRY; REQUESTING THAT THIS INFORMATION
BE PROVIDED IN THE FUTURE ON A MONTHLY BASIS;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 3.11 of the Town Charter provides that the Town shall, subject to budgetary limitations, use technology to make the administration of the Town's government, including financial reporting, more accessible and transparent; and

WHEREAS, it is the desire of the Town Council to increase transparency with regard to the Town's expenditures and financial documents while at the same time not compromising the security and integrity of such documents; and

WHEREAS, the Town Council recognizes the need to embrace and fully utilize technological improvements to keep the Town on the cutting edge of government innovation; and

WHEREAS, the Town has already taken substantial steps to increase transparency by making financial documents and budgets available to the public through the Town's website; and

WHEREAS, the Town's existing website has the capability to allow the public to access and download information on the Town's check registry, quarterly reports, proposed and final budgets, at no cost to the taxpayer; and

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

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

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

Section 2. Approval and Authorization. The Town Council hereby approves the electronic posting of the contents of the Town's check registry on the Town's official website. The posting shall be limited to Town issued checks that are available for public disclosure. The Town Council further authorizes the Town Manager to begin posting this information as soon as it is feasible to do so.

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

PASSED and ADOPTED this _____ day of _____, 2011.

EDWARD P. MACDOUGALL, Mayor

Attest:

ESTHER LEWIN-COULSON
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 Edward P. MacDougall _____

Vice Mayor Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

Councilmember Mary Ann Mixon _____

Councilmember Sue Ellen Loyzelle _____

County check registry due on line in February takes back seat

By ASHLEY HOPKINS

A Miami-Dade County check registry that has been in the works since September was supposed to go online last month, but a difficult budget year has pushed the project to the county's backburner as finance officials work to secure funding.

A September county commission vote required finance officials to create a registry of all county checks, including employee salaries, by this February.

According to Carter Hammer, county finance director, since the county's finance information is located among various systems, it requires "a certain level of technology interfacing in order to be able to provide in a format that the average user can understand."

Due to the advanced interface and financing constraints that came with an already difficult budget year, the online registry, which was to cost \$70,000 to \$80,000, will be conducted as funding

is identified, Mr. Hammer said in an email received Tuesday.

The project's first phase, which the county plans to test this month, should allow visitors to view county disbursement information, department payroll costs and links to existing county reports, such as the annual budget and financial information.

According to Mr. Hammer, disbursement information could include anything from county checks to Automated Clear-

ing House transactions to wire transfers.

Throughout phase two and three, he said, finance officials will modify the check registry website to include invoice images associated with each disbursement.

According to Mr. Hammer, finance officials are still evaluating acquisition and implementation costs associated with the new technology. Once the evaluation is complete, he said, the county will work to identify "fiscally feasible" funding sources that could be used to complete the registry.

TAB 6

RESOLUTION 11

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA ESTABLISHING THE 2011 COMMUNITY-WIDE GARAGE SALE DATES PURSUANT TO ORDINANCE 10-02, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") desires to have community-wide garage sales within the Town; and

WHEREAS, Ordinance 10-02 enacted on January 20, 2010, provides that dates for the community-wide garage sales may be established by resolution; and

WHEREAS, the town council finds that this resolution is in the best interest of the health, safety and welfare of the residents of the town.

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

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

Section 2. Community-Wide Garage Sale Dates. The town council have established May 2011 as the date for the community-wide garage sales:

Section 3. Town Attorney. The town attorney is hereby authorized to prepare a disclaimer to place on the town's website relating to the community-wide garage sales.

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

PASSED and ADOPTED this _____ day of _____, 2011.

, Mayor

Attest:

ESTHER B. COULSON
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 Edward P. MacDougall _____

Vice Mayor Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

Councilmember Mary Ann Mixon _____

Councilmember Sue Ellen Loyzelle _____



Planning and Zoning Department
10720 Caribbean Boulevard, Suite 120
Phone: 305-234-4262 Fax: 305-234-4251

GARAGE SALE APPLICATION/PERMIT

Date of Garage Sale: _____

Address: _____ Telephone: _____

Location of sale (if different from above): _____

Folio Number: _____

Property Owner: _____

Signature of Owner/Resident: _____

Florida Driver's License #: _____

ORDINANCE NO.07-19 SUMMARY

- Each residential homeowner may be permitted up to four (4) garage sales per calendar year, with two (2) consecutive days of sales being defined as a garage sale.
- No personal property from off-premises may be sold at a garage sale.
- Items shall not be displayed within the public right-of-way or swale area.
- A garage sale shall be held only between the hours of 7:00 a.m. to 7:00 p.m.
- Only (1) sign may be posted on the property of the garage sale. Up to three (3) signs advertising a garage sale are permitted to be placed on private property, with the consent of the property owner, off-site from the location of the garage sale.
- Garage sale signs shall not be larger than 22" X 28".
- Garage sale signs shall not be permitted within the public right-of-way or swale and shall be subject to the provisions set forth in Section 2-103.15 of the Code and subject to fines.
- Removal of garage sale signs is the responsibility of the applicant and signs must be removed immediately after the completion of the garage sale.
- Failure to comply with the provisions of this Ordinance shall subject the violator to the provisions Chapter 8CC of the Code. In the event that a violation of the Ordinance is not provided for in Chapter 8CC of the Code, the failure to comply with the provisions in this Ordinance shall result in a fine of fifty dollars (\$50.00) for the first offense; and one hundred (\$100.00) for the second offense; and one hundred and fifty dollars (\$150.00) for the third offense.

Permit # _____ **First** _____ **Second** _____ **Third** _____ **Fourth** _____

Planning Division Signature: _____

***Note: A garage sale may be rescheduled in the case of rain, but only when the applicant changes the date in person and/or calls in the following Monday to notify that a garage sale did not take place due to rain.**

TAB 7

RESOLUTION 11-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING RESOLUTION 07-41 BY CHANGING THE NAME OF THE CHARTER SCHOOL COMMITTEE TO THE EDUCATION ADVISORY COMMITTEE; FURTHER AMENDING RESOLUTION 07-41 BY EXPANDING THE JURISDICTION OF THE COMMITTEE; AMENDING RESOLUTION 11-18 RELATING TO THE EDUCATION ADVISORY COMMITTEE'S ROLE WITH THE EDUCATIONAL COMPACT ADVISORY COMMITTEE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 15, 2007, the Town Council adopted Resolution 07-41 creating the Charter School Committee in order to study advise and make recommendations to the Town Council regarding the possible creation of a charter high school in the Town; and

WHEREAS, the Town Council desires to modify the name of this committee and to expand its jurisdiction to include all public schools within the Town; 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. Amendment to Resolution 07-41. The Town Council hereby amends Resolution 07-41 as follows:

Section 2. Charter School Education Committee Created. The Town Council hereby creates a citizen committee, to be known as the ~~Charter School~~ Education Advisory Committee to study, advise and make recommendations to the Town Council regarding improving education and public schools ~~the possible creation of a charter high school within the Town.~~ The Committee may interact and have ongoing dialogue with the principal(s) and any designee(s) of public schools within the Town. However, the Committee shall not have jurisdiction over or related to any matter concerning the duties, employment or performance of public school employees, nor over the policies and/or procedures of the public schools within the Town. ~~Councilman~~ Vice Mayor Ernest Sochin is hereby appointed Council liaison to the Committee and shall report to the Council as to the Committee's activities on a regular basis. The Council liaison shall not be considered a member of the Committee.

Section 3. **Resolution 11-18 Amended.** The Town Council hereby amends Resolution 11-18 as follows:

Section 2. **Educational Compact Advisory Committee Created.** The Town Council hereby creates a citizen committee, to be known as the Educational Compact Advisory Committee to study, advise, prepare and make recommendations to the Town Council regarding a proposed educational compact with the District. Prior to a draft compact being presented to the Town Council, the chair of the Educational Compact Advisory Committee shall present the draft to the Education Advisory Committee for their review and comment. Upon receiving the Education Advisory Committee's comments, ~~T~~the Committee shall prepare a final report in accordance with Ordinance 10-08, which shall include ~~a~~ the draft compact. Councilmember Peggy Bell is hereby appointed Council liaison to the Educational Compact Advisory Committee and shall report to the Council as to the Committee's activities on a regular basis. The Council liaison shall not be considered a member of the Committee.

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

PASSED and ADOPTED this _____ day of _____, 2011.

EDWARD P. MACDOUGALL, Mayor

Attest:

ESTHER B. COULSON
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 Edward P. MacDougall _____

Vice Mayor Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

Councilmember Mary Ann Mixon _____

Councilmember Sue Ellen Loyzelle _____

TAB 8

RESOLUTION 11-

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA,
IDENTIFYING PROPERTY LOCATED AT 22025
SOUTHWEST 87 AVENUE (A.K.A. BAYPOINT SCHOOL)
AS A POTENTIAL SITE FOR A MUNICIPAL CHARTER
SCHOOL; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Cutler Bay (the “Town”) has been exploring the possibility of operating a municipal charter school within the town; and

WHEREAS, the town council has examined several properties within the town where a municipal charter school could be located; and

WHEREAS, the town council desires to formally identify the property located at 22025 Southwest 87 Avenue (a.k.a. Baypoint School) as a potential site; 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. **Municipal Charter School Property.** The town council hereby identifies property located at 22025 Southwest 87 Avenue (a.k.a. Baypoint School) as a potential site for a municipal charter school.

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

PASSED and ADOPTED this _____ day of _____, 2011.

EDWARD P. MACDOUGALL, Mayor

Attest:

ESTHER B. COULSON
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 Edward P. MacDougall	_____
Vice Mayor Ernest N. Sochin	_____
Councilmember Peggy R. Bell	_____
Councilmember Mary Ann Mixon	_____
Councilmember Sue Ellen Loyzelle	_____

TAB 9

RESOLUTION 11

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA TO APPOINT AN ADVISORY COMMITTEE MEMBER TO THE PARKS AND RECREATION ADVISORY COMMITTEE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 19, 2006, the Town of Cutler Bay (the “Council”) Town Council adopted Resolution 06-97 creating the Parks and Recreation Advisory Committee (the “Committee”) with regard to the usage of the parks and recreational facilities within the town; and

WHEREAS, on September 23, 2009, the council adopted Resolution 09-74 expanding the duties of the committee to include town community events and cultural programs and appointed members to the committee; and

WHEREAS, on July 21, 2010, the council enacted Ordinance 10-08 establishing general regulations and procedures governing the operation and selection of all existing, established and future boards; and

WHEREAS, the terms of the advisory committee members expired due to the previous councilmember’s expired term; and

WHEREAS, Ernest Sochin was appointed as Vice Mayor on December 6, 2010 and has the right to appoint committee member Mr. Jordan Arutt to a vacant seat; 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. **Appointment of Advisory Committee Members.** The council shall appoint advisory committee member Jordan Arutt to the Parks and Recreation Advisory Committee.

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

PASSED and ADOPTED this 20th day of April, 2011.

Edward P. MacDougall, Mayor

Attest:

Esther B. Coulson
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 Edward P. MacDougall	_____
Vice Mayor Ernest N. Sochin	_____
Councilmember Peggy R. Bell	_____
Councilmember Mary Ann Mixon	_____
Councilmember Sue Ellen Loyzelle	_____

Jordan Arutt

8931 SW 192 Dr.
Cutler Bay, FL 33157

Family

I was born and raised in Miami, growing up in Coconut Grove and South Miami. I have lived in Cutler Bay (Saga Bay and Whispering Pines) since 1989. I am married and have two children attending Whispering Pines Elementary.

Education

University of Florida - Bachelor of Science in Business Administration, Concentration in Management
Miami-Dade Community College - Associate of Arts, Concentration in Computer Science
Coral Gables Senior High School - Diploma

Work

I have worked for Baptist Health South Florida for 18+ years. I am a manager in the Information Technology department based at their Corporate Office in Coral Gables.

Community Service

1984-1987

I was a Block Captain for Citizens Crime Watch in South Miami while attending high school and my first two years of college. I stopped when I transferred to the University of Florida in 1987.

1990-1999

I was on the Board of Directors at The Cove Community Association (condo in Saga Bay). During this time I served as Treasurer, Vice President and President. I was very active in the community and worked hard on our rebuild after Hurricane Andrew in 1992. I worked with Metro-Dade Police to have their "COPS" program provide regular patrols at The Cove and in Saga Bay.

I was a delegate to the South Dade Community Council for several years.

In the mid-1990's I was asked by Dade County to assist in the design of Lakes by the Bay Park. I accepted and attended multiple meetings and planning sessions with the County and other community leaders. We took a bus trip together all over Dade and Broward to look at features that other parks have. We then selected the best items for Lakes by the Bay Park, worked with designers and came up with a nice design. Dade County never moved forward with the park construction.

2000-2005

I was a member of the Whispering Pines Civic Association, including a year as president. We worked on various issues impacting the Whispering Pines area including improvements to the Whispering Pines Park such as replacement of playground equipment.

2006-2011

PTA member at Whispering Pines Elementary. Also volunteered for several projects at the school to help keep it looking nice.

Vice President of the ABC Booster Club at Whispering Pines Elementary.

Miscellaneous

The street that I live on is the one that circles Whispering Pines Lake. I have worked with the Town of Cutler Bay for several years to make sure the annual Halloween trick-or-treating is safe for the children by making sure police officers are present and barricades are in place to keep out automobile traffic.

I have participated in natural area clean-ups in several Dade County parks and protected natural areas such as Ned Glenn Nature Preserve in Whispering Pines, Deering Estate and Matheson Hammock.

TAB 10

RESOLUTION NO. 11

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA TO APPOINT COMMITTEE MEMBERS TO THE EDUCATIONAL COMPACT ADVISORY COMMITTEE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 16, 2011, the Town of Cutler Bay (the "Town") Town Council adopted Resolution 11-18 creating the Educational Compact Advisory Committee (the "Committee") to study, advise, prepare and make recommendations to the town council regarding a proposed educational compact bringing together collective resources with the Miami-Dade County Public Schools (the "District") for the benefit of the students and residents within the town; and

WHEREAS, on July 21, 2010, the council enacted Ordinance 10-08 establishing general regulations and procedures governing the operation and selection of all existing, established and future boards, and

WHEREAS, the town council wishes to appoint members to the committee as shown in Exhibit "A";

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. **Appointments of Committee Members.** The council shall appoint the advisory committee members as shown in Exhibit "A".

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

PASSED and ADOPTED this _____ day of _____, 2011.

EDWARD P. MacDOUGALL, Mayor

Attest:

ESTHER B. COULSON
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 Edward P. MacDougall	_____
Vice Mayor Ernest N. Sochin	_____
Councilmember Peggy R. Bell	_____
Councilmember Mary Ann Mixon	_____
Councilmember Sue Ellen Loyzelle	_____

EXHIBIT “A”

Educational Compact Advisory Committee

1. David Biegen appointed by Councilmember Peggy Bell
2. Cristine O’Hara appointed by Councilmember Sue Ellen Loyzelle
3. Stephanie Kleine appointed by Vice Mayor Sochin

TAB 11

RESOLUTION 11-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, DESIGNATING THE MONTH OF APRIL 2011 AS *WATER CONSERVATION MONTH*, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida's natural beauty, crystal blue waters and white sand beaches attract residents and visitors from around the world; and

WHEREAS, clean and sustainable water resources are vital to Florida's environment, economy and quality of life; and

WHEREAS, more than ninety percent (90%) of Florida's drinking water is supplied by underlying aquifers, and our quality of life and the economy depend upon a clean and healthy environment; and

WHEREAS, Floridians consume more than 7.9 billion gallons per day of fresh water and the future of Florida depends greatly upon the availability of water; and

WHEREAS, South Florida residents consume 179 gallons per person, per day – the highest water usage in the state; and

WHEREAS, the State of Florida, together with local partners, are investing billions of dollars to develop alternative water supplies, clean up stormwater pollution, restore rivers, lakes and springs, upgrade drinking water facilities and improve wastewater treatment; and

WHEREAS, water conservation can cost as little as six (6) cents to seventy-two (72) cents per (one-thousand) 1,000 gallons of water saved, while the cost of constructing alternative water supply facilities may exceed seven US dollars (\$7) per one-thousand (1,000) gallons of water created; and

WHEREAS, all water users including commercial, industrial, agricultural, institutional, hospitality, private citizens and others can make positive contributions to reduce water use and protect Florida's water resources;

WHEREAS, the South Florida Water Management District (the "District") is implementing a Comprehensive Water Conservation Program to instill a lasting culture of conservation in our communities; and

WHEREAS, the Governor and Cabinet of the State of Florida are designating April as Florida's Water Conservation Month to encourage Floridians to conserve the state's precious water resources;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, do hereby proclaim the month of April 2011 as *Water Conservation Month*.

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

Section 2. Transmittal. The town clerk is hereby authorized to transmit this resolution to the Governor and the South Florida Water Management District.

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

PASSED and ADOPTED this 20th day of April, 2011.

EDWARD P. MACDOUGALL, Mayor

Attest:

ESTHER B. COULSON
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 Edward P. MacDougall _____

Vice Mayor Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

Councilmember Mary Ann Mixon _____

Councilmember Sue Ellen Loyzelle _____



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

NEWS RELEASE

March 22, 2011

CONTACTS:

Randy Smith

South Florida Water Management District

Office: (561) 682-2800 or Cellular: (561) 389-3386

Gabe Margasak

South Florida Water Management District

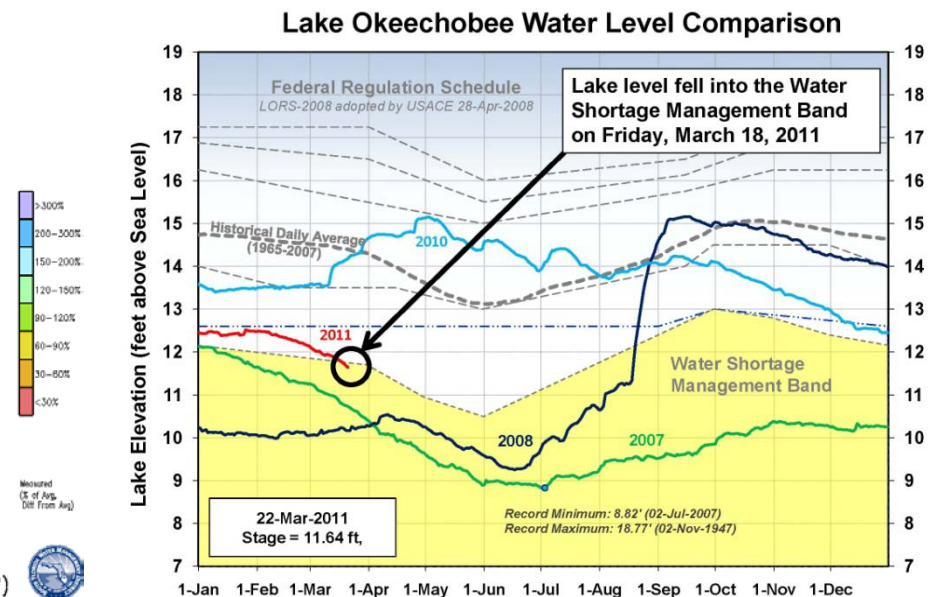
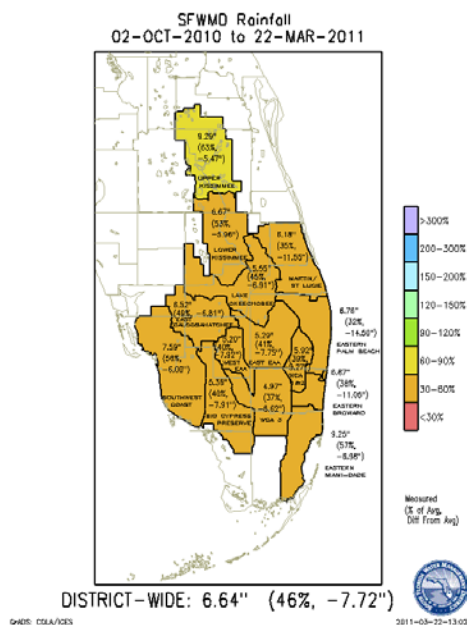
Office: (561) 682-2800 or Cellular: (561) 670-1245

www.sfwmd.gov/news

follow us on 

SFWMD Declares Water Shortage as Regional Levels Continue Falling

Residential landscape irrigation: Two days a week for all of South Florida



(Click on the images for larger versions.)

West Palm Beach, FL — With regional water levels falling and no significant rainfall forecast in the coming weeks, South Florida Water Management District (SFWMD) Executive Director Carol Ann Wehle signed orders declaring a water shortage in South Florida.

“During this record-breaking dry season, these actions are critical to protect our region’s water resources,” said SFWMD Executive Director Carol Ann Wehle. “This is a time for cooperation and shared adversity. The District will continue monitoring water levels to determine if additional actions are needed in the coming weeks for resource protection during the remainder of the dry season.”

Lake Okeechobee, which is the backup water supply for South Florida, hit 11.76 feet NGVD, its water shortage management zone, on Friday, March 18. Also this month, the region has received only 45 percent of its historic average rainfall through Tuesday, or 0.95 inches for a deficit of 1.18 inches. This follows the driest October-to-February period in 80 years and a dry season deficit that reached 7.72 inches as of Tuesday.

The water shortage orders, which are effective on Saturday, March 26, include:

- A two-day-a-week schedule for residential landscape irrigation throughout the District. Helping to relieve impacts on surface and groundwater sources, the order provides consistency for the District's 7.7 million residents. It is also consistent with Florida's neighboring water management districts and municipalities that are currently following a two-day watering schedule. Landscape irrigation accounts for half of all potable (drinking) water use in South Florida.
- A 15-percent cutback for all agricultural, nursery and diversion and impoundment surface water users within the Lake Okeechobee Service Area (LOSA).
- An Operational Order for District operation of certain bypass structures in the southern Indian Prairie Water Use Basin. This action is necessary to implement the LOSA cutbacks and ensure equitable distribution and delivery of water to the Seminole Tribe's Brighton Reservation pursuant to the Compact and to other users in the basin.
- A 15-percent cutback for golf course irrigation in Okeechobee, St. Lucie, Martin, Palm Beach, Broward, Miami-Dade, Monroe, Collier, Glades, Hendry and Lee counties.
- Phase I water restrictions for agricultural, nursery and diversion and impoundment permittees that use or divert surface and ground water in Broward and Palm Beach counties. Withdrawals from surface waters by specified users will be reduced 15 percent, and agricultural and nursery operations will limit the hours of irrigation.
- Phase I water restrictions for agricultural and nursery water users in the southern portion of Miami-Dade County. Users will limit the times and hours of irrigation operations.
- Cisterns and low-volume irrigation systems — such as drip, bubble and micro-jet systems that apply water directly to plant root zones — may be used at any time, although voluntary reductions are encouraged. Irrigation with reclaimed water is exempt.

The District has limited or suspended operation of five navigation locks on the north shore of Lake Okeechobee due to declining water levels in the lake and lock chambers. Lock tenders will not be on duty at locks that are closed.

Low Rainfall and Current Conditions

March continues a dry trend that began with a record rainfall deficit in October 2010, which signaled an early start to the 2010-2011 dry season along with moderate-strength La Niña conditions. La Niña is a weather phenomenon that often generates below-average rainfall during the dry season.

From October through February, the District's 16-county region received a total of 5.69 inches, less than half the average rainfall for that five-month period, or 6.54 inches below average. Eastern Palm Beach County faced the biggest deficit during that period with a shortfall of 12.53 inches, or only 32 percent of its average rainfall.

Lake Okeechobee is more than two feet below the historical average for this time of year. Lake levels are expected to dramatically decline as temperatures rise and evapotranspiration rates increase.

Links to information about irrigation limits by area, current conditions and water-savings tips are available at www.sfwmd.gov/waterwatch.

Water Shortage Orders:

- [Two-Day Landscape Irrigation and Golf Course Order](#)
- [Lake Okeechobee Service Area Order](#)
- [Broward and Palm Beach Order](#)
- [Bypass Structure Order](#)
- [South Dade Order](#)



More information is available at:

- [SFWMD Weather/Rainfall Data](#)
- [National Weather Service Dry Season Forecast](#)
- [Climate Prediction Center FAQ on La Niña](#)
- [Climate Prediction Center Precipitation Forecast](#)

#

About the South Florida Water Management District

The South Florida Water Management District is a regional, governmental agency that oversees the water resources in the southern half of the state – 16 counties from Orlando to the Keys. It is the oldest and largest of the state's five water management districts. The agency mission is to manage and protect water resources of the region by balancing and improving water quality, flood control, natural systems and water supply. A key initiative is cleanup and restoration of the Everglades.

TAB 12



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: April 20, 2011

Re: Award of Request for Qualification (RFQ) #11-01 Cutler Bay Town Center - General Contractor(s) Services

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO TOWN CENTER; APPROVING THE RESULTS OF A REQUEST FOR QUALIFICATIONS #11-01, AWARDING THE TOP FIVE (5) PRE-QUALIFIED GENERAL CONTRACTORS (EXHIBIT "A") TO PERFORM WORK AT THE TOWN CENTER BUILDING COMPLEX; AUTHORIZING THE TOWN MANAGER TO ESTABLISH THE GENERAL CONTRACTORS TOP FIVE (5) PRE-QUALIFIED LIST AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town Council adopted Resolution # 11-04 authorizing staff to issue a Request For Qualifications (RFQ #11-01), to identify the best available top five (5) General Contractors, to establish a pool of pre-qualified contractors. The purpose of the RFQ was to create a pool of companies that will compete for miscellaneous Work Orders, as issued by Town staff, as related to the Town Center complex. Once a Scope-of-Work has been developed by Town staff, each "Pre-Qualified" General Contractor will be provided with an opportunity to provide their bid price, as per Town's Purchasing Ordinance # 06-22. This process will allow Town staff to expedite any potential build-out project, within the Town Manager's purchasing limits. Each proposal will be evaluated by Town staff and a Purchase Order will be issued to lowest and responsive bidder, from the "Pre-Qualified" pool.

The RFQ was advertised on February 8, 2011 in the Daily Business Review. A "mandatory" pre-bid meeting was held on February 22, 2011 in which, twenty-five (25) potential bidders attended the meeting. The RFQ was due on March 9, 2011, at which time; the Town received thirteen (13) sealed proposals.





A review and bidder Selection Committee was established which included the Public Works Director, Building and Code Compliance Manager, and Administrative Services Director. The Committee performed primary screening and reviewed each proposal/submittal.

The evaluation criteria for the selection committee were established by RFQ # 11-01. Each Committee member awarded points, based on the following categories:

- Contractor's similar experience for the past eight (8) years **(30 points)**
- Contractor's track record of on time and within budget **(25 points)**
- Credentials & accomplishments of the Contractor's project manager **(15 points)**
- Credentials & accomplishments of the Contractor in general **(20 points)**
- Compliance with the response preparation & submission requirements **(10 points)**

Below is the Selection Committee's "final" Summary Ranking of the top five (5) rated bidders:

FIRM RANKING	FIRM NAME	AVERAGE SCORE
1	KVC Constructors, Inc.	89
2	Zurqui Construction Services, Inc.	88
3	Thornton Construction	86
4	H.A. Contracting	85
5	N.A.C. Construction, Inc.	85

The Selection Committee's Summary Ranking and Detailed Ranking sheets are attached to this memorandum, as Exhibit # 1 and # 2 for the Town Council's review.

RECOMMENDATION

We recommend that the attached resolution containing the Selection Committee's "final" ranking and authorize the Town Manager to establish a list of "Pre-Qualified" General Contractors for the Cutler Bay Town Center, comprised of the top five (5) ranked companies, as stated in Exhibit # 1 (attached).





RFQ #11-01
CUTLER BAY TOWN CENTER
GENERAL CONTRACTOR SERVICES

Summary Committee Ranking Score Sheet

FIRM RANKING	FIRM NAME	AVERAGE SCORE
1	KVC Constructors, Inc.	89
2	Zurqui Construction Services, Inc.	88
3	Thornton Construction	86
4	H.A. Contracting	85
5	N.A.C. Construction, Inc.	85
6	Coastland Construction, Inc.	79
7	SA Consultants, LLC	79
8	Florida Construction & Engineering, Inc.	79
9	Harbour Construction, Inc.	78
10	Namin Construction, Inc.	75
11	ABC Construction, Inc.	75
12	HG Construction Dev. & Investment, Inc.	70
13	Dominion Builders	63

Key: ☐ = Short Listed Firms (Top Five (5), as per RFQ #11-01: Section 2.2)

Note: Above Rankings are contingent on Town's reference checks.



RFQ #11-01
CUTLER BAY TOWN CENTER
GENERAL CONTRACTOR SERVICES

Detailed Committee Ranking Score Sheet

FIRM RANKING	FIRM NAME	YANI RAMOS	RAFAEL CASALS	SANDRA CUERVO	AVERAGE SCORE
1	KVC Constructors, Inc.	85	83	100	89
2	Zurqui Construction Services, Inc.	78	91	96	88
3	Thornton Construction	73	89	96	86
4	H.A. Contracting	74	82	100	85
5	N.A.C. Construction, Inc.	78	84	93	85
6	Coastland Construction, Inc.	78	74	86	79
7	SA Consultants, LLC	69	80	88	79
8	Florida Construction & Engineering, Inc.	78	78	81	79
9	Harbour Construction, Inc.	53	81	99	78
10	Namin Construction, Inc.	54	72	100	75
11	ABC Construction, Inc.	53	84	88	75
12	HG Construction Dev. & Investment, Inc.	56	85	69	70
13	Dominion Builders	55	86	49	63

Key: ☐ = Short Listed Firms (Top Five (5), as per RFQ #11-01: Section 2.2)

RESOLUTION NO. 11-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE CUTLER BAY TOWN CENTER BUILDING LOCATED AT 10720 CARIBBEAN BOULEVARD; APPROVING THE RESULTS OF A REQUEST FOR QUALIFICATIONS #11-01, AWARDING THE TOP FIVE (5) PRE-QUALIFIED GENERAL CONTRACTORS AS SHOWN ON EXHIBIT "A" TO PERFORM WORK AT THE CUTLER BAY TOWN CENTER BUILDING COMPLEX; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT RELATING TO THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay, (the "Town") desires to improve the Cutler Bay Town Center building located at 10720 Caribbean Boulevard; and

WHEREAS, the town council adopted Resolution #11-04 authorizing the issuance of a Request for Qualification (RFQ) number 11-01; and

WHEREAS, the RFQ was prepared to identify the best available five (5) pre-qualified General Contractor(s) to provide services and materials for the Cutler Bay Town Center; and

WHEREAS, on February 22, 2011, the town held a "mandatory" pre-bid meeting that twenty-five (25) potential bidders attended; and

WHEREAS, on March 9, 2011, the town received thirteen (13) sealed proposals from interested bidders; and

WHEREAS, the town's selection committee was formed and evaluated each of the proposals based on the scoring criteria identified in RFQ number 11-01; and

WHEREAS, the town desires to "pre-qualify" the top five (5) General Contractor(s) as identified in Exhibit "A" attached; 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, THAT:

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

Section 2. Selection of Pre-Qualified” General Contractors. The town council hereby selects the top five (5) “pre-qualified” general contractors as ranked in the attached Exhibit “A,” for the use in the Cutler Bay Town Center building complex located at 10720 Caribbean Boulevard.

Section 3. Town Manager Authorized. The town manager is hereby authorized to negotiate and execute an agreement, without further town council approval, with the top five (5) “pre-qualified” general contractors as ranked in the attached Exhibit “A,” for the use in the Cutler Bay Town Center Building Complex located at 10720 Caribbean Boulevard, subject to the approval of 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 _____ day of April, 2011.

Edward P. MacDougall, Mayor

Attest:

Esther B. Coulson
Town Clerk

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

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

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall _____

Vice Mayor Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

Councilmember Sue Loyzelle _____

Councilmember Mary Ann Mixon _____



RFQ #11-01
CUTLER BAY TOWN CENTER
GENERAL CONTRACTOR SERVICES

FINAL
Summary Committee Ranking Score Sheet

FIRM RANKING	FIRM NAME	AVERAGE SCORE
1	KVC Constructors, Inc.	89
2	Zurqui Construction Services, Inc.	88
3	Thornton Construction	86
4	H.A. Contracting	85
5	N.A.C. Construction, Inc.	85

TAB 13



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: April 20, 2011

Re: Award of Request for Qualification (RFQ) #11-03 Cutler Bay Town Center –
Elevator Maintenance Services

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT TO PROVIDE ELEVATOR MAINTENANCE SERVICES AT THE TOWN CENTER BUILDING; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A AGREEMENT WITH THE FIRST RANKED BIDDER ORACLE ELEVATOR COMPANY AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town Council adopted Resolution# 11-07 authorizing staff to issue a Request For Qualifications (RFQ #11-03), to identify the best qualified elevator maintenance services provider. The elevator maintenance services will be performed on the Town Center Building, as per the Scope-of-Work, identified in RFQ# 11-03.

The RFQ was advertised on February 17, 2011 in the Daily Business Review. A “mandatory” pre-bid and facility inspection meeting was held on March 1, 2011 in which, two (2) potential bidders attended the meeting. The RFQ was due on March 21, 2011, at which time; the Town received two (2) sealed proposals.

A review and bidder Selection Committee was established which included the Public Works Director, Stormwater Utility Manager, and Administrative Services Director. The Committee performed primary screening and reviewed each proposal/submittal.





The evaluation criteria for the selection committee were established by RFQ # 11-03.

Each Committee member awarded points, based on the following categories:

- Contractor's similar experience for the past eight (8) years **(25 points)**
- Contractor's "monthly" preventative maintenance costs **(50 points)**
- Credentials & accomplishments of the Contractor's service personnel **(10 points)**
- Contractor's Employee Training and Safety Programs **(10 points)**
- Compliance with the response preparation & submission requirements **(5 points)**

Below is the Selection Committee's "final" Summary Rankings:

FIRM RANKING	FIRM NAME	AVERAGE SCORE
1	Oracle Elevator	83
2	Mowrey Elevator	69

The Selection Committee's Summary Ranking and Detailed Ranking sheets are attached to this memorandum, as Exhibit # 1 for the Town Council's review.

RECOMMENDATION

We recommend that the attached resolution containing the Selection Committee's "final" ranking and authorize the Town Manager to enter into a contract with Oracle Elevator Company for elevator maintenance service – Town Center Building.



RFQ #11-04
CUTLER BAY TOWN CENTER
JANITORIAL MAINTENANCE SERVICES

FINAL
Summary Committee Ranking Score Sheet

FIRM RANKING	FIRM NAME	AVERAGE SCORE
1	American Facility Services, Inc.	91
2	Performance Cleaning Group	84
3	Kelly Janitorial Systems, Inc.	82
4	Best Janitorial & Supplies, Inc.	78
5	Triangle Services, Inc.	76
6	Boro Building & Property Maintenance, Inc.	76
7	Stockton Maintenance Group, Inc.	71
8	Cleaning Systems, Inc.	64
9	SFM Services, Inc.	62
10	Vista Building Maintenance Services, Inc.	62
11	Klean Kristal, Inc.	47



RFQ #11-04
CUTLER BAY TOWN CENTER
JANITORIAL MAINTENANCE SERVICES

Detailed Committee Ranking Score Sheet

FIRM RANKING	FIRM NAME	YANI RAMOS	RAFAEL CASALS	SANDRA CUERVO	AVERAGE SCORE
1	American Facility Services, Inc.	87	98	89	91
2	Performance Cleaning Group	86	89	78	84
3	Kelly Janitorial Systems, Inc.	89	79	79	82
4	Best Janitorial & Supplies, Inc.	73	81	80	78
5	Triangle Services, Inc.	78	71	79	76
6	Boro Building & Property Maint., Inc.	68	89	69	76
7	Stockton Maintenance Group, Inc.	70	76	68	71
8	Cleaning Systems, Inc.	58	65	69	64
9	SFM Services, Inc.	62	64	60	62
10	Vista Building Maintenance Services, Inc.	56	64	65	62
11	Klean Kristal, Inc.	42	54	46	47

RESOLUTION NO. 11-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SELECTING AMERICAN FACILITY SERVICES, INC. TO PROVIDE JANITORIAL MAINTENANCE SERVICES AT THE CUTLER BAY TOWN CENTER BUILDING LOCATED AT 10720 CARIBBEAN BOULEVARD; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH JANITORIAL MAINTENANCE SERVICES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay, (the “Town”) desires to improve the Cutler Bay Town Center Building Complex located at 10720 Caribbean Boulevard; and

WHEREAS, the town council adopted Resolution #11-06 authorizing the issuance of a Request for Qualification (RFQ) Number 11-04; and

WHEREAS, the RFQ was prepared to identify the best available contractor to provide janitorial maintenance services for the Cutler Bay Town Center; and

WHEREAS, on February 14, 2011, the town held a “mandatory” pre-bid meeting attended by twenty-four (24) potential bidders; and

WHEREAS, on March 11, 2011, the town received eleven (11) sealed proposals from interested bidders; and

WHEREAS, the town’s selection committee was formed and evaluated each of the proposals based on the scoring criteria identified in RFQ number 11-04; and

WHEREAS, after careful review of the bids submitted, the selection committee recommended that American Facility Services Inc. be selected; 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, THAT:

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

Section 2. **American Facility Services Inc. Selected.** The town council hereby selects American Facility Services Inc. to provide janitorial maintenance services for the Cutler Bay Town Center Complex located at 10720 Caribbean Boulevard.

Section 3. **Town Manager Authorized.** The town manager is hereby authorized to negotiate and execute an agreement, without further town council approval, with American Facility Services Inc. for janitorial maintenance services for the Cutler Bay Town Center Complex located at 10720 Caribbean Boulevard, subject to the approval of the town attorney as to form and legal sufficiency. In the event that the town manager is unable to successfully execute an agreement with American Facility Services Inc., the town manager may negotiate and execute an agreement with the second-ranked firm.

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

PASSED and ADOPTED this _____ day of April, 2011.

Edward P. MacDougall, Mayor

Attest:

Esther B. Coulson
Town Clerk

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

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

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall _____

Vice Mayor Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

Councilmember Sue Loyzelle _____

Councilmember Mary Ann Mixon _____



American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004
Office: 770.740.1613 Fax: 770.475.7720
www.americanfacilityservices.com

Sealed Bid for Janitorial Maintenance Services
Cutler Bay Town Center-RFQ#11-04
March 03, 2011
Copy

Proposal for



To provide
Janitorial Maintenance Services for the Bay Town Center



Table of Contents

Section 1		Page #'s
	Cover Letter	1
	Bid Pricing Page	2
	Company Profile	3-4
Section 2		
	Project Manager Resume	5
	Area Manager Resume	6
Section 3		
	Past Experience Statement	7-9
	Description of Florida Projects	10
	Commendations	11-14
Section 4		
	Appendices	15-20
	State of Florida Secretary of State Certificate	21
	2011 For Profit Corporation Annual Report	22
Section 5		
	Statement of Financial Stability	23
	Bank Reference Letter	24
	Surety Reference Letter	25
	Safety Plan and Training	26-27



March 01, 2011

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

RE: RFQ #11-04, Cutler Bay Town Center, JANITORIAL MAINTENANCE SERVICES

Dear Ladies and Gentlemen:

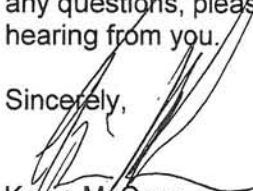
On behalf of American Facility Services, Inc., I am pleased to submit this proposal to provide janitorial services for the City of Cutler Bay. AFS should be selected for this award because of our extensive twenty years experience in the janitorial field. We know what it takes to provide our clients with the best customer service.

In addition to our extensive experience working with city governments, AFS also provides services to County, State and Federal Facilities in fourteen states. While our headquarters in Alpharetta Georgia provides administrative support, it is our Florida Account Executive, Mark Thompson and South Florida Area Manager, Bernardo Largaespada who will oversee the day to day services that AFS will provide. One of the key components to these day to day services is being proactive with the specifications of the contract as well as the inspection process. All periodic tasks are identified, noted, scheduled and inspected. Each employee will have a job description identifying these tasks and a schedule of when they are to be performed. AFS realizes the key to our industry is Supervision, and will exhaust all resources in identifying, hiring and training this individual. The employees will be uniformed, wear badges and will be paid a salary. There will also be two individuals who will be on our payroll and act as floaters, who can fill in for absenteeism, vacations, sickness, etc.

At American Facility Services, Inc., we view service contracts as partnerships with our customers. We have moved into a new expanded level of service with the company's name change, which was effective in 2008, and are very excited about the future. We have concentrated our efforts to provide Green Cleaning services, utilizing support from our primary supplier and manufacturers. AFS, Inc. has secured several large janitorial service contracts in the State of Florida, as we continue to expand our geographic territory.

Our company is totally committed to providing the City of Cutler Bay with the highest level of janitorial service and customer support, we will self-perform this contract if award and will hire experienced employees from the local employment pool. We would greatly appreciate the opportunity to add your facility to our list of locations served. If you have any questions, please contact me at our office on (770) 740-1613. We look forward to hearing from you.

Sincerely,


Kevin McCann
President

American Facility Services, Inc
1325 Union Hill Industrial Ct., Suite A, Alpharetta, GA 30004
Office 770-740-1613 Fax 770-475-7720
www.americanfacilityservices.com



Cutler Bay Town Center

RFQ-11-04 Janitorial Maintenance Services

Vendor Name:		American Facility Services, Inc 1325 Union Hill Industrial Ct., Suite A, Alpharetta, GA 30004		
Item	Description	Total square feet	Unit Price/Square Foot Per Month	Total Per Month
1	Cutler Bay Leased Space	63,789	0.057	\$ 3,635.97
2	Common Area	11,456	0.057	\$ 652.99
	TOTAL SQ. FEET =	75,245		\$4,288.97
A	Spray Buff of Resilient Floors (SF)		\$0.06	
B	Floor Stripping, Waxing and Sealing (SF)		\$0.22	
C	Carpet Shampooing and Rinsing(Deep Extraction Method) (SF)		\$0.10	
D	Upholstery Shampooing-per seat		\$5.00	
E	Pressure Cleaning (SF Costs)		\$0.06	



Company Profile

American Facility Services Company, Inc., 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004, is a SBA Certified Women Owned and operated small business. It was established in May 1991, in order to perform Janitorial Services for Private Organizations and Government Agencies, under the name of Atlanta Building Maintenance Company, Inc. In December of 2007, we changed our company name to better reflect our nationwide presence in the industry. We maintain the organization and our processes as they have always been.

American Facility Services currently conducts business in the Southern United States and employs hundreds of employees, with an annual sales base greater than \$25,000,000. Current clients include: Fort Hood Army Base, Coca-Cola Fountain Division, Georgia Departments of Transportation, Georgia Department of Labor, Kennesaw State University, United Parcel Service, Austin Energy, Texas Facility Commission, San Antonio Water and Sewer, to name a few. We have been headquartered in Alpharetta, Georgia for 12 years and own a 12,000 square foot building, 6000 square feet of those houses our warehouse. We are confident of our ability to provide cost effective, responsive janitorial services based on the specific needs of the project requirements.

American Facility Services has established a relationship with National Surety Services, Inc., which has approved the performance and payment bonding capabilities of American Facility Services to \$8 Million.

American Facility Services will provide immediate cost savings to our Clients, by providing supplies that are purchased at the manufacturer's level. The services provided by American Facility Services are crucial to a healthy and safe working environment for your employees.

American Facility Services has built an excellent relationship with many national manufacturers of superb cleaning products. Through these established relationships, we have quick access to the latest and most innovative brand name equipment, tools, and supplies.

American Facility Services sees itself as one large family. The majority of our staff are family members of one another or a friend of a friend. With our employee size of hundreds of people we expect some turnover. For the last two years our turn over rate has stayed around 15%. In that 15%, an average of 2% to 3% of our previous employees return to work for American Facility Services. We currently have employees that have been with our company since we started in 1991.

American Facility Services is committed to controlling quality at every level of functional and administrative activity, across the project lines. Our Quality Control Plan for the referenced solicitation has been designed to promote and maintain superior contract performance. It combines traditional, inspection-oriented processes with progressive, education- and training-oriented protocols to form a Total Quality Management package that will meet or exceed all contract requirements. One of the main objects of our Quality Control Plan is to minimize Job Performance Omissions and Job Performance Errors in Cleaning Procedures, before they become problems to the Building Occupants.

1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004

Office: 770.740.1613 Fax: 770.475.7720

www.americanfacilitieservices.com





For this project, our primary objectives will be to ensure that on a regular and routine basis, all services are performed:

- (1) On schedule and to the complete satisfaction of our client
- (2) In a manner that continually improves the quality and timeliness of services.

Further, all services are inspected by the Project Manager, on an unscheduled basis, and by the Supervisor, on a more intense level.

American Facility Services has made an effort to support all efforts in "Green" cleaning. We have full support of our primary vendors to obtain and utilize Green Certified products and equipment in conjunction with the newest methods to meet and exceed requirements for Leeds Certification. If obtaining Leeds Certification for your facility is a goal that your company has established, we are the best Janitorial company to assist your efforts to achieve this goal.

~~~~~

#### **Affirmative Action Plan**

American Facility Services has put in place and maintains an Affirmative Action Plan for:

- Females
- Minorities
- Disabled Veterans

~~~~~

Equal Employment Opportunity Policy Statement

This statement shall serve to confirm that American Facility Services provides equal opportunity for everyone regardless of age, sex, race, creed, national origin, religious persuasion, marital status, political beliefs, or disability that does not prohibit performance of essential job functions. In addition, laws regarding veterans' status are observed. This is reflected in all of American Facility Services' practices regarding hiring, training, promotions, transfers, and rates of pay, layoff, and other forms of compensation. All matters relating to employment are based upon ability to perform the job as well as dependability and reliability once hired.

Mark Thompson
4255 Wayfield Dr.
Norcross, GA 30092
Home 770-447-6573
Marknorc8@aol.com

SUMMARY

- Over 20 successful years of Operations Management and Marketing experience in Commercial Office Services and Janitorial Industry.
- Strong history of consistent and significant contributions to company goals for business retention, growth and profitability.
- Outstanding customer relations skills that have enabled my continued advancements and promotions within the Industry.
- 8 years of Military service, serving both as an enlisted NCO and Commissioned Officer.

EXPERIENCE

American Facility Services, Inc., Alpharetta, GA

Marketing Director, Account Executive, Project Manager, 2007 – Current

- Overall responsibility for sales, operations, customer services for assigned accounts.

General Building Maintenance, Atlanta, GA

General Manager, 2001 - 2007

- Overall responsibility for sales, operations, customer services, subcontracting, employee recruitment and development of a \$5 Million Dollar branch.
- Rewrote ISO quality control program and procedures for Atlanta Branch and managed 65 properties under ISO guidelines. Received 3 ISO recertification's during tenure.
- Sold over 4 million square feet of Janitorial service contracts, while continually maintaining relationships with my current customer base that resulted in a 95% retention rate.

OneSource

Senior District Manager, 2000 – 2001, Atlanta GA

District Manager 1999-2000, Tampa FL

- Successfully integrated and merged Coastal States, Tower Cleaning Franchising with Tampa's OneSource Branch.
- Developed into OneSource's most profitable Southeast region branch.
- Restructured entire Atlanta Operation to bring profitability goals and loss of business percentages to targeted goals.

Coastal States Industries, 1987-1999

Area Supervisor, Division Manager, Operations Manager

- Managed 350 full and part-time Managers, Supervisors, floor and carpet technicians, cleaning 5 million square feet of Commercial office space in Greater Tampa area.
- Developed, organized, and managed a Master Tower Franchise Company, integrating its operations with branch.
- Helped start-up a satellite branch in Orlando, growing its operation into \$3 Million dollar operation.

U.S. Army, Ft. Huachuca, AZ

Captain, 1982 - 1987

- Graduated from U.S. Army's Intelligence Center and School, Instructed Field Grade Officers on Soviet Tactics, Intelligence Officer for Tank Battalion.

EDUCATION

Winona State University, Winona, MN

B.S. Hospital Administration

- Cadet Commander, ROTC
- Co-Captain, Football

Bernardo Largaespada
201 NE 28th Road
Boca Raton, FL 33431
561)289-1402 cell. 24/7
561)395-3915 home
Email: bermatt@hotmail.com

Area Manager

Results-driven project and program management professional with first-rate skills in directing full cycles for complex, multi-site programs and initiatives. Proven ability to deliver substantial revenue, productivity, and quality improvements through well-managed, on-time projects. Particularly strong in staff development, including training coaching, and evaluation.

Core competencies include:

Cost Reduction & Avoidance ◇ Operations Management ◇ Staff Training & Development ◇ Multi-Site Programs ◇ Client Relations & Negotiations ◇ Quality Assurance ◇ Budget & Financial Management Performance Management ◇ HR Functions/Issues

PROFESSIONAL EXPERIENCE

American Facility Services, Inc., Florida South Florida Area Manager, 2009 – Current

Responsible for generating sales and business development in the Florida region. In charge of daily operations, customer service for assigned accounts and direct development and implementation of projects, working with cross-functional team at headquarters, our suppliers and employees. Present detailed project summaries to senior-level management and conducted post-implementation analyses to determine areas for project improvement. Responsible for day to day operations, weekly quality inspections and Monthly quality assurance reviews.

Coverall, Boca Raton

Franchise Owner, 2005-2008

Responsible for more than 22 accounts that range from small to large. I supervised and delegated 15 employees; some of them have been with me since day one. As owner of the business my duties ranged from purchasing to customer service and anything that goes along with the business. Full service company that provided all the aspect a janitorial service. My expertise is carpet cleaning, floor stripping and refinishing, floor burnishing, window cleaning, emergency cleaning and furniture and upholstery cleaning.

ACCOMPLISHMENTS

Helped group to achieve 30+ successful project launches, starting up several projects into production start up.

Modified timeline for project planning period from 1 to 2 weeks in order to include Project Initiation Phase, freeing up time to meet with marketing team and gain better understanding of project's importance to business development.

Helped developed comprehensive training program for all projects that led to overall improved team capabilities. Worked closely with training group and teamed with supplier in developing lesson plans for Green Clean training programs.



PAST EXPERIENCE STATEMENT

American Facility Services, Inc has over 200 current contracts to provide janitorial cleaning services. Some of these we have been providing services since our incorporation in 1991. Please find below information on ten of our current contracts that are similar in scope to Cutler Bay. All of our projects come in on track as far as budget and our management skills ensure timely completions.



Project Name Sarasota Bradenton International Airport
 Scope of Work: Provide Janitorial and Custodial services for over 350,000 square feet of the Sarasota International Airport including secure areas
 Year 2007 to Present
 Contact: ▪ Cheryl Alexander ▪ Telephone: 941-359-2770 x 4246
 ▪ cheri.alexander@srq-airport.com



Project Name Pinellas County, Florida
 Scope of Work: Full custodial services for Pinellas County, Clearwater and St. Petersburg for various county buildings and educational centers.
 Year 2009 to Present
 ▪ Contact Name: Joe Manninen ▪ Telephone: 727-464-6151 ▪ jmannine@co.pinellas.fl.us



Project Name City of Tamarac, Florida
 Scope of Work: Full custodial services for City of Tamarac at ten locations; total of 174,996 square feet.
 Year 2009 to Present
 ▪ Contact Name: Troy Gies ▪ Telephone: 954-597-3718 ▪ Email: troyg@tamarac.org



PAST EXPERIENCE STATEMENT

Project Name Orange County Public Schools

Scope of Work: Provide janitorial services for 208,000 SF Administration Building
Year 2010 to Present

▪Contact Name: Edward Henry ▪ Telephone 407-317-3200 ▪ henrye2@ocps.net



Project Name Glynn County, GA

Scope of Work: Custodial Services for various county buildings, over 90,000 square feet.
Year 2008 to Present

▪Contact Name: Paul Christian ▪ Telephone 912-554-7402 ▪ Pchristian@glynncounty-ga.gov



Project Name City of Marietta, GA

Scope of Work: Provide Janitorial Services for 14 buildings
Year 2007 to Present

▪Contact Name: Tom Teslicka ▪ Telephone 770-794-5272 ▪ tteslicka@mariettaga.gov

Project Name Atlanta Public Schools

Scope of Work: Provide Janitorial Services, day porter and night service for over 30 schools in the City of Atlanta

Year 1998 to Present

▪Contact Name: Bobby Moncrief ▪ Telephone 404-802-3738 ▪ bmoncrief@atlanta.k12.ga.us

Project Name Highwoods Properties (Point Royale I & II)

Scope of Work: Provide Janitorial Services and Custodial Services for office buildings. Point Royale I is 33,306 SF and Point Royale II is 91,976 SF

Year 2002 to Present

▪Contact Name: Lynne Kruke ▪ Telephone 404-303-7499 ▪ lynne.kruke@highwoods.com



PAST EXPERIENCE STATEMENT

Project Name J.M. Family Enterprises

Scope of Work: Provide both standard evening and day porter services. 66,000SF

Year 2007 to Present

▪Contact Name: Marty Hausler ▪ Telephone 770-753-7717 ▪ marty.hausler@jmfamily.com

Project Name Knox County, TN

Scope of Work: Provide janitorial services for four buildings. 140,000 SF

Year 2008 to Present

▪Contact Name: Russ Lonas ▪ Telephone 865-215-5755 ▪ russ.lonas@knoxcounty.org

Description of Projects in Florida

Multiple Locations

City of Tamarac
Pinellas County
Seminole County School System

AFS provides services to multiple facilities within each of the above contracts. City of Tamarac consists of thirteen facilities, over 170,000 sq ft and provides services 7 days a week. Pinellas County, over 1 million square feet and includes two separate contracts. Seminole School consists of five schools over 500,000 sq ft. AFS utilizes both in-house staff and subcontractors to provide services, all of these individuals are current Florida residents.

Single Locations

Orange County Public Schools Office Building
Sarasota Airport

AFS provides in house staff to clean Orange County Public Schools Office building totaling over 200,000 square feet and the Sarasota Airport which requires services 24/7.

Bernardo Largaespada's primary responsibility is to proactively oversee and monitor the daily activities associated with the above contracts, as well as all periodic project work associated with the contracts. Once all project staffing have been recruited, hired and trained, it is Bernardo's roll to work with each Supervisor and Manager associated with the contracts to ensure customer compliance and satisfaction is maintained. Bernardo is required to provide weekly inspections of each facility and provide the report to AFS management as well as to the Facilities Management of each contract.

Mark Thompson's responsibility includes managing AFS's growth in Florida. Mark's twenty-five years of experience, of which; fifteen of those have been working in the Florida market, enables AFS to hire Managers and Supervisors that have the experience level to provide the level of supervision needed to ensure quality work at all times. This attention to quality is basically our key to our company and our growth. Hire the right key Supervisors and Managers, provide the proper training, equipment and supplies and monitor their work and manage the process. Mark specifically inspects each property monthly and ensures Customer Satisfaction is at the top of his list.

From: Msn 4
To: Virginia Staffanell
Subject: Fwd: doing classroom floors next week
Date: Tuesday, March 01, 2011 11:39:19 PM

Sent from my iPhone

Begin forwarded message:

From: Harold Angel <haroldangelabm@msn.com>
Date: March 1, 2011 11:31:38 PM EST
To: Harold Angel <HaroldAngelABM@msn.com>
Subject: Fwd: doing classroom floors next week

Begin forwarded message:

From: Walt Morgan <walt_morgan@scps.k12.fl.us>
Date: February 7, 2011 7:42:33 AM EST
To: Michael Kotkin <michael_kotkin@scps.k12.fl.us>
Cc: Maxine Lazar <maxine_lazar@scps.k12.fl.us>, haroldangelabm@msn.com, Shawn Crisp <shawn_crisp@scps.k12.fl.us>
Subject: Re: doing classroom floors next week

I called Adrianna this morning and asked to see me when she comes in today. I told her it is about rescheduling doing Maxine's classroom and computer lab floors in Rooms 140 and 142A to possibly Feb 24-25. Adrianna said that should be OK. We'll look at the schedule tonight. They'll still go ahead and do Mr. Crisp's room 142. **American Facility Services is a good team and does a good job. I spoke to the supervisor, Arthur Jeter, on Friday and indicated such. We're just working on getting the white boards done in a couple of math area rooms. This AFS team is very conscientious and considerate. WM**

----- Original Message -----

From: "Michael Kotkin" <michael_kotkin@scps.k12.fl.us>
To: "Walt Morgan" <walt_morgan@scps.k12.fl.us>
Sent: Monday, February 7, 2011 7:09:38 AM
Subject: RE: doing classroom floors next week

Walt

See if they can work within our schedule. In other words have them skip

To whom it may concern:

RE: American Facility Services, Inc

I confirm that I have dealt with American Facility Services, Inc since 2005, during which time they have provided Hartsfield Jackson International Airport with excellent janitorial services. AFS provides janitorial services for approximately 400,000 square feet for our many facility areas. AFS provides day custodians and Janitorial service on year round schedule.

Their work is inspected by Haneef Hasan and his phone number is 404.569.5750.

I can confidently recommend American Facility Services, Inc as a solid and reliable supplier, and experts in their field.

Sincerely,

Haneef Hasan

Maintenance Shift Manager

404.569.5750





SARASOTA
BRADENTON
INTERNATIONAL

SARASOTA MANATEE AIRPORT AUTHORITY

March 4, 2008

Atlanta Building Maintenance
1325 Union Hills Ind Ct Ste A
Alpharetta, GA , 30004

RE: Janitorial Contract

To Whom It May Concern:

Sarasota Bradenton International Airport has hired Atlanta Building Maintenance, Inc. (ABM) for their expertise in janitorial cleaning of airport facilities. Contract began on June 1, 2007 with a contract length of 60 months. They are responsible for 312,000 sq. ft. of floor space.

Improvements have been made in the cleanliness and presentation of facilities since ABM has been under contract. They have improved cleaning and been very prompt in conflict resolution. ABM has understood the airport desires and placed emphasis on areas brought to their attention.

After a slow start due to health problems of the ABM Project Manager, we believe ABM was a good choice for the job. They have improved the appearance and cleanliness of the airport.

Should you have any questions, contact at Sarasota Bradenton International Airport is Michael K. Utley, phone: (941) 359-2770 EXT 4802 or email: michael.utley@srq-airport.com

Sincerely,

Michael K. Utley
Facilities Manager

MU/mjj

COMMISSIONERS

Kathleen D. Baylis
John R. Redgrave
Eric W. Robinson
Jack Rynerson
Paul A. Sharff
Leslie Wells

PRESIDENT, CEO

Fredrick J. Piccolo

6000 Airport Circle
Sarasota, Florida
34243-2105

TELEPHONE

(941) 359-5200

FACSIMILE

(941) 359-5054

Email letter of commendation

-----Original Message-----

From: Smith, Jan
GA. DOT
Assitant District Administrative Officer
District Office
500 Joe Frank Harris Pkwy
Cartersville, GA 30120
Ph: 770-387-3648
Fax: 770-387-3653
Email; jansmith@dot.ga.gov

To: abmmanage@bellsouth.net
Jim Guthrie
Atlanta Building Maintenance, Inc.
Account Manager

Sent: Mar 26, 2008 11:41 AM
Subject: FW: Floors

Jim,
I wanted to share this email with you.
Thanks, Jan

-----Original Message-----

From: Upton, Joan
Sent: Monday, March 10, 2008 9:12 AM
To: Smith, Jan
Cc: Carr, Damon
Subject: Floors

I would like to tell someone that the people who waxed our floors did great as far as my area goes. They even scraped some stuff off the floor where stuff was previously. They do very well every day.

Thanks.

Joan Upton
Ga. Department of Transportation
Cartersville, GA.



APPENDIX A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Contractor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Contractor warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.

C. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Contractor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): Kevin McCann

Title: President

Contractor: American Facility Services, Inc

Date: March 01, 2011



APPENDIX B

NON-COLLUSIVE AFFIDAVIT

State of Georgia

SS:

County of Forsyth

Kevin McCann being first duly sworn, deposes and says
that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

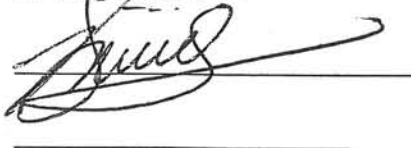
American Facility Services, Inc the Contractor that has submitted the attached
Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached
Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor or
person to submit a collusive or sham response in connection with the work for which the
attached Proposal has been submitted, or to refrain from responding in connection with such
work, or have in any manner, directly or indirectly, sought by agreement or collusion,
communication, or conference with any Contractor or person to fix this Proposal or to secure
through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against
the Town of Cutler Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of



By:



Kevin McCann

(Printed Name)

President

(Title)

(Appendix - B Page 1 of 2)



APPENDIX B - CONTINUED

ACKNOWLEDGMENT

State of ~~Florida~~ Georgia

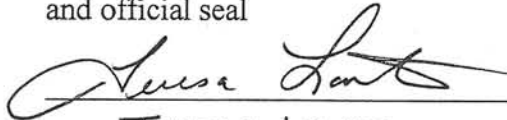
County of Forsyth

On this 1st day of March, 2011, before me, the undersigned

Georgia
Notary Public of the State of ~~Florida~~ personally appeared
Kevin McCann

And whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal


TERESA LANTZ

GEORGIA
NOTARY PUBLIC, STATE OF ~~FLORIDA~~

NOTARY PUBLIC
SEAL

OF

OFFICE:

Cherokee County
My Commission Expires 7/8/14

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

☒ Personally known to me, or

☐ Produced identification:

KEVIN MCCANN

(Type of Identification Produced)

☒ Did take an oath. or

☐ Did not take an oath.

(Appendix - B Page 2 of 2)



APPENDIX C

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

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

1. This sworn statement is submitted to the TOWN OF CUTLER BAY, FLORIDA

By Kevin McCann

For American Facility Services, Inc

Whose business address is: 1325 Union Hill Industrial Ct., Suite A, Alpharetta, GA 30004

And (if applicable) its Federal Employer Identification Number (FEIN) is: 58-1950842

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

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

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

(Appendix - C Page 1 of 3)



APPENDIX C - CONTINUED

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

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or 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 Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered

In the presence:

By:

Kevin McCann
(Printed Name)

President
(Title)

(Appendix - C Page 2 of 3)



APPENDIX C - CONTINUED

ACKNOWLEDGMENT

State of ~~Florida~~ Georgia

County of Forsyth

On this 01 March day of, 2011, before me, the undersigned Notary Public of the State of Florida personally appeared Kevin McCann and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ GEORGIA

*my Commission Expires
7/8/14*

NOTARY PUBLIC
SEAL OF OFFICE:

TERESA LANTZ

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

☒ Personally known to me, or

☐ Produced identification:

Kevin McCann

(Type of Identification Produced)

☒ Did take an oath. or

☐ Did not take an oath.

(Appendix - C Page 3 of 3)

State of Florida

Department of State

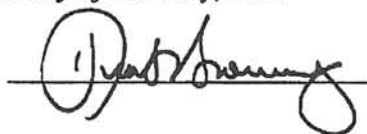
I certify from the records of this office that AMERICAN FACILITY SERVICES, INC., doing business in Florida as ATLANTA BUILDING MAINTENANCE, INC., is a corporation organized under the laws of Georgia, authorized to transact business in the State of Florida, qualified on October 3, 2005.

The document number of this corporation is F05000005776.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 5, 2011, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twelfth day of January, 2011*



Secretary of State



Authentication ID: 700189809157-011211-F05000005776

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

2011 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F05000005776

FILED
Jan 05, 2011
Secretary of State

Entity Name: ATLANTA BUILDING MAINTENANCE, INC.

Current Principal Place of Business:

1325 UNION HILL INDUSTRIAL COURT, SUITE A
ALPHARETTA, GA 30004

New Principal Place of Business:

1325 UNION HILL INDUSTRIAL COURT
SUITE A
ALPHARETTA, GA 30004

Current Mailing Address:

1325 UNION HILL INDUSTRIAL COURT, SUITE A
ALPHARETTA, GA 30004

New Mailing Address:

1325 UNION HILL INDUSTRIAL COURT
SUITE A
ALPHARETTA, GA 30004

FEI Number: 58-1950842

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: CP
Name: MCCANN, KEVIN
Address: 5945 WHITESTONE LANE
City-St-Zip: SUWANNE, GA 30024

Title: VCST
Name: MCCANN, RHONDA
Address: 5945 WHITESTONE LANE
City-St-Zip: SUWANNE, GA 30024

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KEVIN MCCANN

CP

01/05/2011

Electronic Signature of Signing Officer or Director

Date





Statement of Financial Stability:

American Facility Services, Inc. (AFS) has built a financially strong company. We are registered with Dunn & Bradstreet, under DUNS Number 78-451-9977. Our company has a D&B Rating of 1R3 indicating more than 10 employees and a composite credit appraisal of "fair". Our D&B Supplier Risk Rating is "2", which is a very low risk of late payments.

We are providing in this section of our proposal the following letters of financial reference:

- 1) Bank of North Georgia, primary banking institution since 1991;
- 2) Bonding Agent memo indicating our available bonding capacity;

AFS is headquartered at 1325 Union Hill Industrial Court, in Alpharetta, Georgia. We own our office building and warehouse and have been at this location for over twelve years. We are able to maintain an inventory of cleaning products, supplies and equipment in the warehouse. AFS is able to distribute these items to metro Atlanta customer locations via our delivery truck on a regular and in emergency situations. The warehouse and deliveries are managed by our fulltime Warehouse Manager. We also have XPEDX deliver products, as needed, to contract service locations in Texas and Florida.

AFS has the financial resources to ensure your organization that we are able to provide the necessary equipment, chemicals and cleaning supplies to maintain this contract for custodial services. Also, AFS has the financial means to ensure our people and any sub contractors are paid on time each pay period.

In addition, AFS has an existing Insurance policy, which reflects coverage higher than most companies can provide. (ACORD Certificate of Insurance provided in this proposal). We also have a longstanding account with Pre Employment Solutions company to provide job applicants' background checks. Once hired, AFS maintains a Fidelity Bond on all employees.

Overall, AFS is a financially sound company that can meet all requirements for providing full custodial services to support your organization. Please be advised that there is nothing currently happening or foreseen to happen, that would cause our company to loose our solid financial status.



Bank of North Georgia

10446 Alpharetta Street
Roswell, GA 30075
Phone 770-594-6462
www.bankofnorthgeorgia.com

September 8, 2010

RE: American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004

To Whom It May Concern:

Please be advised the Bank of North Georgia is currently engaged in a commercial banking relationship with the above referenced client. This relationship includes a commercial line of credit which can be drawn up to a low 7 figure range as well as deposit accounts.

Their relationship with our bank has been handled in an excellent manner, and American Facility Services, Inc. has exhibited the highest level of character and integrity in their affairs with our company.

If you require further information, please contact me at 770.751.4746 or matthewjohnsen@bankofnorthgeorgia.com.

Sincerely,

Matthew W. Johnsen
Assistant Vice President



a division of SYNOVUS BANK



NATIONAL SURETY SERVICES, INC.

"Professional Providers Of All Your Contract & Commercial Surety Needs"

January 19, 2011

Re: American Facility Services, Inc.

To Whom It May Concern:

Please be advised that American Facility Services is able to post a performance and/or payment bonds on annual contracts at their request.

The current issuing surety for your company is American Safety Casualty Insurance Company who offers an A.M. Best rating of "A"; they are US Treasury listed and licensed to issue bonds in the state of Florida.

Currently we show that American Facility Services has in excess of \$4,000,000.00 of their surety line available.

Please do not hesitate to contact me should you have any questions.

Sincerely,

A.M. DiGeronimo
Agent



Safety Plan & Training

American Facility Services, Inc. shall take all necessary safety precautions and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

American Facility Services, Inc. intends to use the employee safety program plan and material developed by J.J. Keller & Associates, Inc. as its fundamental employee safety and training resource. AFS will maintain all training records and related sign-in sheets. This information will be made available upon request.

The following publications will be the resource material for the safety programs:

OSHA Compliance Manual - Application of Key OSHA Topics, 1997 (OCM)

RIGHT TO KNOW COMPLIANCE MANUAL - Hazard Communication (OSHA) - Hazard Evaluation
- Employee Training, 1997 (RTK)

Each employee will also be provided a copy of:

Keller's Official OSHA Safety Handbook, Third Edition, 1997 (Handbook)

The following are cross-references to the above plans in the Keller manuals:

Blood borne Pathogens:	OCM - Hazards in the Workplace
Handbook -	First Aid and Blood borne Pathogens
Respiratory Protection:	OCM - Air Contaminants
OCM -	Personal Protective Equipment
Handbook -	Personal Protective Equipment
Hearing Conservation:	Handbook - Personal Protective Equipment
Hazardous Materials:	OCM - Materials Handling and Storage Requirements
RTK -	Entire manual
Handbook -	Hazard Communication
Control of Hazardous	OCM - Hazards in the workplace
Energy Plan:	OCM - Labels, Signs and Marking
Handbook -	Lockout/Tag out
Confined Space Entry	
Plan:	OCM - Hazards in the workplace
	Handbook - Confined Space Entry

(These Manuals and Handbooks are voluminous and are not included with this proposal. Curriculum may be changed to tailor suite needs to customer contract requirements.)



Hazardous Waste Training

Employees are trained and capable of handling minor chemical spills. Chemical storage and use areas are equipped with spill kits and absorbents for cleanup of minor spills, as well as personal protective equipment.

Hazardous spill plan of action:

- Immediately identify spill contaminant and gauge response.
- Call 911 for major spills and chemical reactions which pose an immediate health and safety risk that require the immediate notification of the Fire Department for assistance.

Follow minor spill action plan as follows:

- Confine spill to prevent further contamination of area. Turn off sources of ignition if spill is flammable.
- Alert people in immediate area if necessary to limit exposure and notify supervisor.
- Consult MSDS sheets for proper cleanup procedures.
- Wear personal protective equipment and avoid breathing of vapors.
- Absorb or neutralize the spill with the appropriate spill kit or absorbents according to MSDS instructions.
- Collect residue, absorbents (vermiculite, cat litter, towels, booms or spill pillows) and protective equipment in container labeled Hazardous Waste and dispose of as required.
- Clean area with water and wash exposed skin and hands.

American Facility Services, Inc. requires training of all maintenance personnel and will take all necessary safety precautions for the well being of our customer as well as the health and well being of our staff. We provide hand sanitizers to our crews and train all our personnel on their use and importance of hand hygiene as the first defense against the spread of illnesses.

American Facility Services, Inc. provides all necessary training to our staff on a frequent and continuous basis because of our commitment to use new technologies to better our carbon foot print on this planet and to minimize harmful procedures and processes.

TAB 14



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: April 20, 2011

Re: Award of Request for Qualification (RFQ) #11-03 Cutler Bay Town Center –
Elevator Maintenance Services

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT TO PROVIDE ELEVATOR MAINTENANCE SERVICES AT THE TOWN CENTER BUILDING; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A AGREEMENT WITH THE FIRST RANKED BIDDER ORACLE ELEVATOR COMPANY AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town Council adopted Resolution# 11-07 authorizing staff to issue a Request For Qualifications (RFQ #11-03), to identify the best qualified elevator maintenance services provider. The elevator maintenance services will be performed on the Town Center Building, as per the Scope-of-Work, identified in RFQ# 11-03.

The RFQ was advertised on February 17, 2011 in the Daily Business Review. A “mandatory” pre-bid and facility inspection meeting was held on March 1, 2011 in which, two (2) potential bidders attended the meeting. The RFQ was due on March 21, 2011, at which time; the Town received two (2) sealed proposals.

A review and bidder Selection Committee was established which included the Public Works Director, Stormwater Utility Manager, and Administrative Services Director. The Committee performed primary screening and reviewed each proposal/submittal.





The evaluation criteria for the selection committee were established by RFQ # 11-03.

Each Committee member awarded points, based on the following categories:

- Contractor's similar experience for the past eight (8) years **(25 points)**
- Contractor's "monthly" preventative maintenance costs **(50 points)**
- Credentials & accomplishments of the Contractor's service personnel **(10 points)**
- Contractor's Employee Training and Safety Programs **(10 points)**
- Compliance with the response preparation & submission requirements **(5 points)**

Below is the Selection Committee's "final" Summary Rankings:

FIRM RANKING	FIRM NAME	AVERAGE SCORE
1	Oracle Elevator	83
2	Mowrey Elevator	69

The Selection Committee's Summary Ranking and Detailed Ranking sheets are attached to this memorandum, as Exhibit # 1 for the Town Council's review.

RECOMMENDATION

We recommend that the attached resolution containing the Selection Committee's "final" ranking and authorize the Town Manager to enter into a contract with Oracle Elevator Company for elevator maintenance service – Town Center Building.



RFQ #11-03

CUTLER BAY TOWN CENTER ELEVATOR MAINTENANCE SERVICES

FINAL **Summary Committee Ranking Score Sheet**

FIRM RANKING	FIRM NAME	AVERAGE SCORE
1	Oracle Elevator	83
2	Mowrey Elevator	69

Detail Committee Ranking Score Sheet

FIRM RANKING	FIRM NAME	YANI RAMOS	RAFAEL CASALS	ERICK CARRILLO	AVERAGE SCORE
1	Oracle Elevator	81	84	84	83
2	Mowrey Elevator	66	65	75	69

RESOLUTION NO. 11-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SELECTING ORACLE ELEVATOR COMPANY TO PROVIDE ELEVATOR MAINTENANCE SERVICES AT THE CUTLER BAY TOWN CENTER BUILDING LOCATED AT 10720 CARIBBEAN BOULEVARD; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ORACLE ELEVATOR COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay, (the “Town”) desires to improve the Cutler Bay Town Center building located at 10720 Caribbean Boulevard; and

WHEREAS, the Town Council adopted Resolution #11-07 authorizing the issuance of a Request for Qualification (RFQ) Number 11-03; and

WHEREAS, the RFQ was prepared to identify the best available contractor to provide elevator maintenance services for the Cutler Bay Town Center; and

WHEREAS, on March 1, 2011, the town held a “Mandatory” Pre-Bid Meeting that two (2) potential bidders attended; and

WHEREAS, on March 21, 2011, the town received two (2) sealed proposals from interested bidders; and

WHEREAS, the Town’s Selection Committee was formed and evaluated each of the proposals based on the scoring criteria identified in RFQ number 11-03; and

WHEREAS, after careful review of the bids submitted, the Selection Committee recommended that Oracle Elevator Company be selected; 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, THAT:

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

Section 2. **Oracle Elevator Company Selected.** The town council hereby selects Oracle Elevator Company to provide elevator maintenance services for the Cutler Bay Town Center building located at 10720 Caribbean Boulevard.

Section 3. **Town Manager Authorized.** The town manager is hereby authorized to negotiate and execute an agreement, without further town council approval, with Oracle Elevator Company for elevator maintenance services for the Cutler Bay Town Center Complex located at 10720 Caribbean Boulevard, subject to the approval of the town attorney as to form and legal sufficiency. In the event that the town manager is unable to successfully execute an agreement with Oracle Elevator Company, the town manager may negotiate and execute an agreement with the second ranked firm.

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

PASSED and ADOPTED this _____ day of April, 2011.

Edward P. MacDougall, Mayor

Attest:

Esther B. Coulson
Town Clerk

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

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

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall _____

Vice Mayor Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

Councilmember Sue Loyzelle _____

Councilmember Mary Ann Mixon _____

Oracle Elevator

March 21st, 2011

Town of Cutler Bay
Town Clerk's Office
10720 Caribbean Blvd. Suite 105
Cutler Bay, FL 33189

To Whom it May Concern,

I am writing on behalf of Oracle Elevator Company to express our interest in providing the elevator maintenance services detailed in RFQ# 11-03. We feel that Oracle Elevator is the most capable company to provide the services the town is seeking at an affordable price. Oracle Elevator has the technical resources and capabilities required to properly maintain and repair the town's elevator equipment. By focusing on the service side of the business, and providing a supportive environment for our technicians, Oracle Elevator provides a quality service product at a much lower cost than our competitors.

If I can be of any further help, or additional information is needed, please do not hesitate to contact me at (954) 965-1506.

Sincerely,



Nicholas Bridge
Service Sales Representative

Table of Contents

Section	Subject	Page Number(s)
1	Cover Letter	1
2	Table of Contents	2
3	Costs	3
4	Company History	4
5	Resumes	5 & 6
6	Clients	7
7	Project Narrative	8
8	Project Descriptions	9
9	Press/Commendations	10
10	Appendices	11, 12, 13, 14, 15, 16
11	License	17
12	Exception	18

Section 3

Costs

The cost for the monthly elevator maintenance services, as stated in Section # 2 of the RFQ documents, shall be Six Hundred Ninety Dollars (\$690.00) per month.

Section 4

Company History

Oracle Elevator Company started with a vision of creating a value-oriented and customer-driven elevator service company, similar in philosophy to Southwest Airlines in the airline industry. Our senior management team of 12 people has over 150 years of combined elevator experience. Bill Miller, our CEO, was formerly president of Otis Elevator NA for seven years, and Mark Boelhouwer, our executive VP, was formerly president of NAES, a group of independent elevator service companies owned by Otis.

Oracle has purchased numerous merit-shop elevator companies in Florida, Georgia, Kentucky, Ohio, West Virginia, Indiana, Illinois, South Carolina, North Carolina, Tennessee, and Texas. Our service portfolio has now grown to over 8,500 elevators under contract including almost all major brands (Otis, ThyssenKrupp, Schindler, Kone, EMAC, Elevator Controls, MCE, and Virginia Controls). Our 200+ technicians collectively have extensive experience on all of these makes and models.

Attn: Slerry

Kevin Cabrera

9036 NW 114th Terrace
Hialeah Gardens, FL 33018
305-821-8157 (home); 786-208-5927 (cellular)
Email: cabrer_b@bellsouth.net

OBJECTIVE

To obtain a challenging technical position, related to the field of Electronics and Computers to contribute as an asset with knowledge while gaining wide-range experience and professional development.

EDUCATION

06/04-06/06	ITT Technical Institute	Miami, FL
	<i>Associate of Science Degree (anticipated graduation June 2006)</i>	
	Computer and Electronics Engineering Technology	

ELECTRONICS AND COMPUTER SKILLS

- 1 In-depth knowledge and outstanding experience in various aspects of Electronics.
- 2 Extensive hands-on experience in troubleshooting and constructing in DC, AC, Digital and complex circuitry to the component level.
- 3 Ability to utilize various electronics test equipment and set up, DMM, Oscilloscope, Power supplies, Logic probes, and Generators.
- 4 Computer applications such as: Microsoft Programs (MS Word, MS Excel, Power Point), Word Perfect etc.
- 5 Proven ability to install alarms and work with circuitry
- 6 Ability to learn new concepts and grasp new systems quickly.
- 7 Positive attitude and the ability to work well under pressure.
- 8 Ability to plan and manage multiple tasks.

WORK EXPERIENCE

03/2006 – Present	Mowrey Elevator Service Company	Davie, FL
	Elevator Service Technician	
	1 Servicing 100-135 elevators; adjusting and ensuring proper operation of all electrical and mechanical components	
	2 Electromechanical troubleshooting, maintenance and repair	
	3 Perform Preventative maintenance on an on-going basis	
09/2003 – Present	Southeast Automotive	Miami, FL
	Warehouse Clerk	
	4 Shipping and receiving	
	5 Driving electrical and gas forklift	
	6 Managing the inventory and keep a clean working environment	

JUAN CHAVEZ

460 NW 33 Ave , Miami, FL. 33125 (305)910-9460

OBJECTIVE

Seeking a position in a progressive environment where my skills can be utilized in the most efficient and productive manner.

EXPERIENCE

April 1996 – Current
Elevator Mechanic

Mowrey Elevator

Davie, FL.

July 1991 - March 2006

Empresa Cometal

Havana, Cuba

January 2000 - March 2006

Principal Elevator Specialist in the Main Service Division

October 1998 - January 2000

Head of the Division of Assembly of Elevators

July 1993 - October 1998

Specialist in Maintenance and Repairs for the Social Works Division

March 1992 - Julio 1993

Maintenance and Repair Technician

Julio 1991 - March 1992

Assembly Technician

EDUCATION

Ing. Electrical ISJAE José Antonio Hechevarria Havana Cuba

REFERENCES:

Available upon request.

Section 6

Clients

Client	Length of Contract	Scope of Services	Type of Contract	Accomplishments	Contacts
City of Miami	2008 - Present	Preventative maintenance, emergency service calls, and repairs. 29 elevators.	Monthly Fee	In addition to providing maintenance service for the city, Oracle Elevator recently modernized seven traction elevators in the Riverside Center Building.	Danny Gonzalez 786-443-2226
City of Hialeah	June 2009 - Present	Preventative maintenance, emergency service calls, and repairs. 22 elevators.	Monthly Fee		Mike Flores 305-883-5928 mflores@hialeah-fl.gov
Monroe County	2008 - Present	Preventative maintenance, emergency service calls, and repairs. 38 elevators.	Monthly Fee		Jo Walters 305-292-4431 walters-jo@monroecounty-fl.gov
Tri-Rail	2006 - Present	Preventative maintenance, emergency service calls, and repairs. 29 elevators.	Monthly Fee	Oracle was awarded a new five year contract in 2010.	Jeff Huttig 561-261-3747 jhuttig@mmcor.com
City of Miami Beach	2008 - Present	Preventative maintenance, emergency service calls, and repairs. 21 Elevators.	Monthly Fee		Haydee Ramirez 305-673-7000 x 2994

Section 7

Project Narrative

One of Oracle Elevator Company's recent projects is our modernization at the City of Miami's Riverside Center Building. Oracle recently completed a modernization of seven traction elevators in this building. This modernization consisted of replacement of the controllers, fixtures, door equipment, and wiring. The project began in April of 2009 and was completed on time in February of 2011. The project was awarded to Oracle Elevator for a price of \$1,056,000.00 and was completed within budget.

Section 8

Projection Descriptions

Oracle Elevator Company provides maintenance service for numerous municipalities from our local office, as well as our other locations throughout the country. Section 6 of our submission lists five of our local municipality clients. Oracle fully understands what is needed to successfully provide service for these accounts. For each of these accounts, Oracle Elevator performs preventative maintenance visits on a monthly basis as well as emergency service calls and repairs whenever needed or requested. Oracle Elevator has a twenty-four hour emergency dispatch line for customers to place service calls.



March 07, 2011

To Whom
It May Concern:

*We Think Everyone is Entitled to
Simple, Solid, Supportable
Elevator Control Equipment*

Re: Oracle Elevator Company Capabilities

Elevator Controls is pleased to count Oracle Elevator Company among our top customers. Our experience dates from 1997 with sales to independent companies that would later become part of the Oracle Elevator group.

As a leading installer and maintainer of Non-Proprietary elevator equipment and systems, Oracle has invested in advancing the expertise of their capable team of field mechanics with Elevator Controls Factory Technical Training sessions. Numerous individuals have attended classes at EC's factory in Sacramento over many years. Sessions have also been presented 'on location' for Oracle branches.

Training classes include installation, adjustment, troubleshooting, print reading, sequence of operation, and system designers' tips and tricks. Hands on sessions give students the opportunity to apply what they've just heard in lectures, to complete critical adjustments, and to resolve advanced troubleshooting problems simulating worst-case conditions.

Our partnership with Oracle Elevator assures availability of Elevator Controls' full factory resources. Both Manufacturer and Contractor are aligned with the Building Owner's objectives: promptly resolve any problem that prevents the control system from providing its intended function to maximize time in service. Our ongoing commitments include:

- **Telephone Support:** Telephone technical support for installation, adjustment and troubleshooting is provided by knowledgeable, factory trained technicians at no charge to customers.
- **Support Escalation:** Product R&D engineers are ready for particularly challenging questions.
- **Field Support:** Field engineering support is available at the customer's location by prior arrangement.
- **Training:** Regularly scheduled technical training classes are available to anyone without restriction.
- **Documentation:** All installation, adjustment, maintenance and troubleshooting manuals and documents required for proper equipment operation are provided with equipment at time of delivery. As-built prints are included. Replacement copies of these documents are readily available at reasonable cost.

Oracle Elevator Company is among our top 10 customers in dollar volume. In addition, Oracle's payment history is impeccable, with a remittance record that is among the best in our book of business.

For over a decade, we have appreciated the opportunity to work in partnership with the professional, committed and knowledgeable people of Oracle Elevator Company, and look forward to continuing this valued relationship.

Sincerely,

ELEVATOR CONTROLS CORPORATION

A handwritten signature in dark ink, appearing to read 'Fernando Ortiz', is written over the printed name.

Fernando Ortiz
President & CEO



APPENDIX A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Contractor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Contractor warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.

C. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Contractor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: Nicholas Bridge

Name (typed): NICHOLAS BRIDGE

Title: SERVICE SALES REP.

Contractor: ORACLE ELEVATOR COMPANY

Date: 3/10/11



APPENDIX B

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA

SS:

County of BROWARD

NICHOLAS BRIDGE being first duly sworn, deposes and says
that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

ORACLE ELEVATOR COMPANY the Contractor that has submitted the attached
Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached
Proposal and of all pertinent circumstances respecting such Proposal;

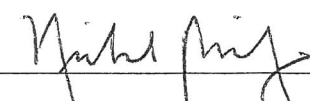
(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor or
person to submit a collusive or sham response in connection with the work for which the
attached Proposal has been submitted, or to refrain from responding in connection with such
work, or have in any manner, directly or indirectly, sought by agreement or collusion,
communication, or conference with any Contractor or person to fix this Proposal or to secure
through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against
the Town of Cutler Bay, or any person interested in the proposed Work;

Signed, sealed and delivered

In the presence of




By: 
NICHOLAS BRIDGE
(Printed Name)
SERVICE SALES REP.
(Title)

(Appendix - B Page 1 of 2)



ACKNOWLEDGMENT

State of Florida

County of Broward

On this 16th day of March, 2011, before me, the undersigned

Notary Public of the State of Florida personally appeared

Nicholas Bridge

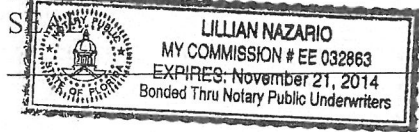
And whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

Lillian Nazario

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC



OF

OFFICE:

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

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ Did take an oath. or
☐ Did not take an oath.

(Appendix - B Page 2 of 2)



APPENDIX C

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

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

1. This sworn statement is submitted to the TOWN OF CUTLER BAY, FLORIDA

By NICHOLAS BRIDGE

For ORACLE ELEVATOR COMPANY

Whose business address is: 2315 STIRLING RD. FT. LAUDERDALE, FL 33312

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2239761

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

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

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

(Appendix - C Page 1 of 3)



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

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or 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 Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered

In the presence:

By:

NICHOLAS BRIDGE

(Printed Name)

SERVICE SALES REPRESENTATIVE

(Title)

(Appendix - C Page 2 of 3)



ACKNOWLEDGMENT

State of Florida

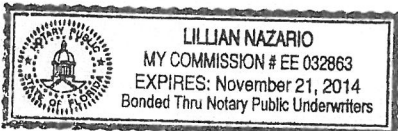
County of Broward

On this 16th March day of, 2011, before me, the undersigned Notary Public of the State of Florida personally appeared Nicholas Bridge and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

Lillian Nazario
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



(Name of Notary Public: Print, Stamp or
Type as commissioned.)
☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)
☐ Did take an oath. or
☐ Did not take an oath.

(Appendix-C Page 3 of 3)



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUREAU OF ELEVATOR SAFETY
1940 NORTH MONROE STREET
NORTHWOOD CENTRE
TALLAHASSEE

FL 32399-1013

850-487-1395

ORACLE ELEVATOR COMPANY
2315 STIRLING RD
FORT LAUDERDALE FL 33312

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA		AC# 5380009
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION		
ELC446	12/16/10 000000000	
ELEVATOR COMPANY ORACLE ELEVATOR COMPANY		
ELEVATOR COMPANY REQUIRED TO CARRY OR BE COVERED BY GENERAL LIABILITY INSURANCE IS REGISTERED under the provisions of Ch.399 F Expiration date DEC 31, 2011 L10121600004		

DETACH HERE

AC# 5380009

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUREAU OF ELEVATOR SAFETY

SEQ# L10121600004

DATE	BATCH NUMBER	LICENSE NBR
12/16/2010	000000000	ELC446

The ELEVATOR COMPANY
Named below IS REGISTERED
Under the provisions of Chapter 399 FS.
Expiration date: DEC 31, 2011
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE
ORACLE ELEVATOR COMPANY
2315 STIRLING RD
FORT LAUDERDALE FL 33312

NON-

TRANSFERABLE

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLIE LIEM
SECRETARY

Exception:

Oracle Elevator Company does not carry Professional Liability Insurance as stated on page 13 of RFQ # 11-03

TAB 15

RESOLUTION 11-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RE- EMPHASIZING THE TOWN'S COMMITMENT TO MAINTAIN CIVILITY IN THE CONDUCT OF THE PUBLIC'S BUSINESS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay Town Council ("Council") are the elected leaders closest to the people; and

WHEREAS, the elected town officials are in a unique position to have a positive impact on behavior, both individually and collectively, and to lead by example; and

WHEREAS, public and political discourse often results in a confrontational atmosphere that often prevents the development of solid solutions to the problems facing our communities; and

WHEREAS, we further find only civil and honest public discourse can help us face up to the challenges facing our communities; and

WHEREAS, we therefore hereby recommit ourselves to building an atmosphere in which each person's opinion is respected and public and political discourse are aimed at confronting the problems facing our community and not at those with whom we disagree.

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

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

Section 2. Commitment. We hereby recommit ourselves to maintaining civility in our public and political discourse and we hereby pledge our commitment to the following principles:

- We will respect the right of all citizens in our community to hold different opinions;
- We will avoid rhetoric intended to humiliate, ~~legitimize~~ or question the wisdom of those whose opinions are different from ours;
- We will strive to understand differing perspectives;
- We will choose our words carefully;
- We will speak truthfully without accusation and we will avoid distortion; and
- We will speak out against violence, prejudice and incivility in all of their forms, whenever and wherever they occur.

Section 3. Pledge. We hereby further pledge to exhibit and encourage the kinds of

personal qualities that are emblematic of and predominate our communities and society in general: gratitude, humility, openness, passion for service to others, propriety, kindness, honesty, caring, faith, sense of duty, and a commitment to doing what is right.

Section 4. Transmittal. The town clerk is directed to post this resolution on the town's website and that it be placed on each agenda of the town council and each of its boards and committees and be provided to the public at council's meetings and read Section 1 as cited above immediately after the roll call.

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

PASSED and ADOPTED this 20th day of April, 2011.

EDWARD P. MACDOUGALL, Mayor

Attest:

ESTHER B. COULSON
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 Edward P. MacDougall _____

Vice Mayor Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

Councilmember Mary Ann Mixon _____

Councilmember Sue Ellen Loyzelle _____

TAB 16

ORDINANCE NO. 11- _____

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING
ORDINANCE 07-19 RELATING TO GARAGE SALES;
PROVIDING FOR REGULATIONS RELATING TO
NONPROFIT ORGANIZATION GARAGE SALES;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CONFLICTS, AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, it is the intent of the Town Council of the Town of Cutler Bay (the “Town”) to regulate garage sales held by nonprofit organizations on nonresidential property within the Town; and

WHEREAS, regulating such garage sales will permit nonprofit organizations to continue to have such sales, while minimizing the secondary impacts of such sales on the surrounding neighborhood; and

WHEREAS, the Town Council, sitting as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

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

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

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

Section 2. **Ordinance 07-19.** The Town Council hereby amends Ordinance 07-19 as follows:

Section 2. **Residential Garage Sales.**

I. **Residential Garage Sale**

(A) Definition.

A “garage sale” shall mean the sale of personal property at the residential property on which the sale is occurring. The term includes lawn sale, yard sale, front yard sale, backyard sale, home sale, attic sale, rummage sale, patio sale, driveway sale, estate sale, or any similar designation.

(B) Number of sales.

Each residential homeowner or tenant may be permitted for up to four (4) garage sales per calendar year, with two (2) consecutive days of sales being defined as a garage sale.

(C) Permit required.

Prior to holding a garage sale, the homeowner or tenant shall obtain a permit from the planning department. There shall be no fee for the permit. The garage sale permit shall be prominently displayed on the premises while the sale is in progress. Applicants for garage sale permits shall provide the following information to the Town at the time of application:

- (1) Name of the person conducting the sale or owner of the property at which the sale will be located;
- (2) Location where the garage sale is to be conducted;
- (3) Dates the sale is to be held;
- (4) Dates of any past garage sales at the subject location within the past 12 months;
- (5) Nature of the personal property to be sold; and
- (6) Proof of residence.

Applications for garage sales to be located at multifamily residential buildings shall be accompanied by the written permission of the property owner or manager.

(D) Time.

It shall be unlawful for any person to conduct a garage sale other than between the hours of 7:00 a.m. and 7:00 p.m. It shall likewise be unlawful for any person to attend a garage sale, without regard to whether any goods are purchased by that person, other than between the hours of 7:00 a.m. and 7:00 p.m. A garage sale shall consist of a maximum of two (2) consecutive days and shall only take place on a Friday, Saturday, Sunday, or a national holiday.

(E) Merchandise display

Merchandise to be sold at a garage sale shall be displayed in a garage, carport, private driveway, or yard. Merchandise shall not be displayed within the public right-of-way or swale area. All items shall be removed by the end of the last day of the sale. In the event that a garage sale consists of two (2) days, all items kept overnight between the first and second day shall be covered in a water proof material.

(F) Signs.

Signs advertising garage sales shall be displayed only during the times of the sale and shall be permitted as follows:

- (1) Only (1) sign may be located on the residential property on which the sale is occurring;
- (2) Up to three (3) signs advertising a garage sale are permitted to be placed on private property, with the consent of the property owner, off-site from the location of the garage sale; and
- (3) Signs shall not be larger than 22 inches by 28 inches.

Garage sale signs shall not be permitted within the public right-of-way or swale and shall be subject to the provisions set forth in Section 2-103.15 of the Code. Signs advertising such sales must be removed within twelve (12) hours after the completion of the sale.

(G) Penalties.

Failure to comply with the provisions of this Ordinance shall subject the violator to the provisions of Chapter 8CC of the Code. In the event that a violation of the Ordinance is not provided for in Chapter 8CC of the Code, the failure to comply with the provisions in this Ordinance shall result in a fine of fifty dollars (\$50.00) for the first offense; one hundred dollars (\$100.00) for the second offense; and one hundred and fifty dollars (\$150.00) for the third offense.

II. Nonprofit Organization Garage Sales

A nonprofit organization that qualifies for tax exempt status under Section 501(c)(3) of the Internal Revenue Code may hold a garage sale on nonresidential property regardless if the organization owns or leases the property if: (1) all of the requirements for a residential garage sale provided above are complied with; and (2) all of proceeds from the garage sale go to the nonprofit organization holding the sale.

Section 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

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

PASSED on first reading this _____ day of _____, 2011.

PASSED AND ADOPTED on second reading this ____ day of _____, 2011.

EDWARD P. MACDOUGALL, Mayor

Attest:

ESTHER B. COULSON
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 Edward P. MacDougall _____

Vice Mayor Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

Councilmember Mary Ann Mixon _____

Councilmember Sue Ellen Loyzelle _____

TAB 17

ORDINANCE NO. 11- _____

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING
ORDINANCE 10-08 RELATING TO TOWN ADVISORY
BOARDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 3.9 of the Town Charter provides that the Town Council of the Town of Cutler Bay ("Town") may establish town advisory boards or committees ("boards") as well as procedures and regulations governing such boards; and

WHEREAS, the town council enacted ordinance 10-08 providing for such rules and procedures; and

WHEREAS, the town council desires to amend Ordinance 10-08 to facilitate the implementation of boards or committees within the town; and

WHEREAS, the town council finds that this ordinance is in the best interest and welfare of the residents of the town.

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

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

Section 2. Ordinance 10-08 Amended. The Town Council of the Town of Cutler Bay hereby amends Ordinance 10-08 as follows¹:

(a) **Establishment of Boards.** Pursuant to Section 3.9 of the Town Charter, the town council shall establish such advisory boards, committees, task forces, and bodies (the "boards") as it may deem advisable. All boards so established shall report their findings to the town council. Unless otherwise provided by law, all boards shall serve at the pleasure of the town council. Appointees may be removed from his or her appointive position upon: (i) the written notice of the town council member that sponsored the appointee; or (ii) by subsequent motion of any member of the town council and upon vote of removal by a supermajority of the members of the town council. A newly established board shall commence within 100 days of having been established. A board that does not commence within this timeframe shall be automatically dissolved.

(b) **Appointment to Boards.** The town council shall determine how many board members shall serve on a board. If a board has at least five board members, each town council member shall have the right to appoint an individual to the board. A town council member shall make his

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

or her appointment within 90 days after establishment of a board, a vacancy of that board, or upon being sworn into office. If a town council member fails to make his or her appointment within the 90 days, any member of the town council may bring forth a nominee for town council consideration. If a board has more or less than five members, the town council shall determine the method in which the board members will be selected. No council member shall hold any appointive office on any board. However, town council members may serve as an ex officio, non-voting member or council liaison to the board if approved by the town council. ~~Except for a citizen who was appointed to more than one board prior to the effective date of this ordinance, no citizen may serve on more than one board at a time.~~ The town council shall determine the term of the board members serving on a board. ~~However, in no case may it~~ The term of a town council member's board appointee extend may be extended up to 90 days beyond the town council member's term of office, without action of the town council. However, the former councilmember appointee shall vacate his or her seat immediately upon the newly elected, reelected, or appointed town council member making his or her appointments. Upon the newly elected, ~~or reelected, or appointed~~ town council member(s) taking office, he or she shall have the right to appoint board members to all seats vacated by the expiration of the previous town council member's term. The town shall post notice of a vacant board position to give residents an opportunity to serve on the board and such notice shall be posted two weeks prior to the appointment being made.

(c) **Board Terms.** When establishing a board, the town council shall establish a definitive term and goal for the board. The board shall be automatically dissolved upon the expiration of the term or upon delivery of the board's final report to the town council, whichever occurs first. In its sole discretion the town council may extend the term of the board.

(d) **Board Qualifications.** The town ~~clerk~~ Manager shall provide relevant background information related to prospective board appointees. This information shall be provided prior to the meeting in which appointment of the prospective board appointees are being considered. The background information may include, but are not limited to, a resume, a list of qualifications, a statement by the prospective appointee and/or any other relevant information. Furthermore, all prospective appointees shall make themselves available to the town council for the meeting in which their appointments are being considered.

(e) **Board Reports.** Unless otherwise provided by the town council, board reports which are presented to the council shall include the following components:

(1) *Name.* The name of the board making the report, a listing of officers, an attendance table including members and any other person(s) who attended the meetings, all agendas, minutes, staff reports, and any other documents that were reviewed by the board. This information may be compiled in a separate document.

(2) *Methodology.* The report shall include a description of the way in which the board undertook its charge.

(3) *Facts found.* The report shall include the facts uncovered or information obtained.

(4) *Recommendations.* The report shall include the recommendations of the board, preferably in a form suitable for framing of a motion for the town council to consider.

(5) *Signatures.* All members of the board who concur with the report must sign the report. The chair may sign the report only if a majority of the members of the board approve the report and authorize the chair~~man~~ to sign. Those members who do not concur with the report shall be listed as dissenting members. The dissenting members may submit their own report(s) in the same format as presented above.

(f) **Notice of Meetings and Agendas.** At least 48 hours notice shall be given to the public and board members of board meetings. The public shall be notified of board meetings by a posting at town hall by the town clerk. The town council, town attorney, and the town manager shall be provided notice of the meeting by email from the town clerk. The public notice shall advise of the potential for attendance of one or more town council members at the meeting of the board. The town clerk shall notify board members of board meetings by telephone or mail or fax or email or hand delivery. A written agenda shall be prepared and distributed by the town clerk for each board meeting. Special board meetings may be called by the chair~~man~~ or by a majority of the board members. All board proceedings shall comply with F.S. § 286.011(the "Sunshine Law"). Written minutes shall be promptly prepared and kept of all board meetings and shall be submitted to the town clerk who shall be responsible for the preservation of such minutes.

(g) **Board Absences.** Unless otherwise provided by the town council, members of boards who are absent from three regularly scheduled meetings of the board in any one calendar year shall be automatically removed from the board. Each board shall determine which meetings are considered as the "regularly scheduled meetings." Board members who are removed through this process may be reappointed by the town council member that appointed the board member. Board members appointed at large may be reappointed by the town council.

(h) **Board Discipline.** A board has no power to discipline its members for improper conduct related to its proceedings. Any such incident of misconduct shall be reported, in writing, to the town clerk, who shall disseminate the reported information to each member of the town council ~~manager~~. This shall not diminish the authority of the board chair~~man~~ to maintain order at meetings.

(i) **Quorum.** Unless otherwise provided by the town council, a majority of the board members shall constitute a quorum. No business shall be conducted unless a quorum is present, other than by a workshop committee of the whole process which may be invoked when a quorum fails to attend a regular meeting. Any vote action by the ~~committee of the whole~~ workshop shall be preliminary and non-binding and shall be subject to subsequent ratification by a quorum of the board at a duly held meeting.

(j) **Board Rules of Procedure.** A board may adopt rules of procedure governing its conduct which do not conflict with either the fundamental parliamentary procedures of Roberts Rules of Order or with this section. Each board shall appoint a chair~~person~~, vice chair~~person~~ and secretary who may engage in discussions, make motions and vote on items before the board in the same manner as other board members. A newly established board shall select a provisional

chairperson, vice chairperson, and Secretary at its first meeting for a term of 90 days after which the board shall elect permanent officers to serve for a full term of one year or until removed by action of the board or until the officer leaves the board. This section shall prevail over any conflicting provision of Roberts Rules of Order.

(k) **Liaison.** A liaison to a board ~~shall~~ may be appointed by the town council, although such an appointment is not mandatory. A board may continue to conduct meetings on a regular basis, regardless of whether or not the liaison is available to attend. The chair of a board that is without a liaison shall provide updates or reports to the town council at regularly scheduled intervals as determined by the council. Town council liaisons may serve for a period of up to one year. After one year, and every year thereafter, the town council shall vote to either extend the service of the existing liaison or may vote to allow a new liaison to be appointed. The role of a liaison to a board shall be to act as a conduit between the town council and the board. The liaison shall report to the town council on the activities of the board and advise the board as to the priorities, goals and desires of the town council and the constituency. A liaison may take an active role in the discussions and debates of the board as well as introduce relevant topics for board discussion.

(l) **Applicability.** The provisions of this ordinance shall apply to all existing boards as well as all boards established subsequent to the adoption of this ordinance.

Section 3. Severability. If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 4. Conflict. All Sections or parts of sections of the code of ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Inclusion in the Code. It is the intention of the town council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the Town of Cutler Bay; that the sections of this ordinance may be re-numbered or re-lettered to accomplish such intentions; and that the word "ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this _____ day of _____, 2011.

PASSED AND ADOPTED on second reading this ____ day of _____, 2011.

EDWARD P. MACDOUGALL, Mayor

Attest:

ESTHER LEWIN-COULSON
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 Edward P. MacDougall	_____
Vice Mayor Ernest N. Sochin	_____
Councilmember Peggy R. Bell	_____
Councilmember Mary Ann Mixon	_____
Councilmember Sue Ellen Loyzelle	_____

TAB 18

ORDINANCE NO. 11-

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING OUTDOOR MARKET REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, outdoor markets within the Town of Cutler Bay (the “Town”) allow residents to obtain locally grown, healthy, and affordable foods or other goods; and

WHEREAS, such markets help support local business as well as the local economy; and

WHEREAS, the town council finds it necessary to encourage outdoor markets, but also provide reasonable regulations in order to protect the residents of the town; and

WHEREAS, the town council, sitting as the Local Planning Agency, has reviewed this ordinance and recommends approval; and

WHEREAS, the town council finds that this ordinance is in the best interest and welfare of the residents of the town.

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

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

Section 2. Outdoor Market Regulations. The town council hereby adopts outdoor market regulations as follows:

1. Outdoor market. An “outdoor market” shall mean an open air market where food and handmade products from natural materials are sold, and animal rides are offered.
2. Minimum lot size. The minimum lot size for an outdoor market shall be two and one-half (2½) acres.
3. Application and Approval. An application, on a form provided by the town, shall be filed by the property owner or authorized agent prior to an outdoor market occurring within the town. Upon the filing of a complete application, including the applicable permit fee, town staff shall review the application for consistency with the requirements of this ordinance. After review, the town manager or designee may approve, approve with conditions, or deny the application.

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

4. Market Manager. Each outdoor market shall have a designated market manager who is in charge of running the market and enforcing all applicable health and safety regulations. The market manager shall provide his or her address, telephone number(s), and email address to the town prior to the event occurring.
5. Hours of Operation, Days, and Set Up Time.
 - a. Hours of Operation. An outdoor market may be operated within the town between the hours of 9:00 a.m. and 3:00 p.m.
 - b. Days. An outdoor market on a property shall occur only on a Saturday or Sunday but not on both days.
 - c. Set Up Time. An outdoor market shall be set up a maximum of two (2) hours prior to the event occurring.
6. Site Plan. A site plan shall be submitted, which depicts, at a minimum, the location of vendors, ingress and egress, parking, and setbacks.
7. Tables and Tents. All uncooked food, goods, or products shall be located on tables and under prefabricated tents. Tents shall be a maximum of ten (10) feet x ten (10) feet, unless otherwise approved by the town.
8. Setbacks. An outdoor market, including, but not limited to, vendors, tents, tables, and chairs shall have a minimum setback from the property line as follows: (a) Front: twenty (20) feet; (b) Side: ten (10) feet if side street, twenty (20) feet if adjacent to residential; and (c) Rear: twenty (20) feet.
9. Off-Street Parking. The minimum off-street parking requirements for an Outdoor Market shall be as follows: (a) 1 parking space per stall for customer parking; (b) 1 oversized space for truck/trailer parking per stall; and (c) 1 parking space for every 250 square feet of eating or seating or other areas used for additional activities. On-street parking shall be prohibited.
10. Music. Music may be permitted if the music is not capable of being heard beyond the outdoor market's property line.
11. Cooked food. An outdoor market may include cooked food upon the applicant demonstrating approval by all applicable county and state agencies, which may include, but are not limited to, the county health and fire department as well as the Florida Department of Business and Profession Regulation.
12. Pony rides. Pony rides may be permitted if located in a designated area, with a fence to contain the rides so that they are not going into or around the areas where food is served or consumed. The fenced areas should not be near the parking or driving areas.

Prohibitions. The following shall be prohibited at outdoor markets:

- a. alcoholic beverages (consumed or sold);
 - b. bandstand or stage;
 - c. animals or livestock, except for ponies used for pony rides; and
 - d. games, mechanical rides, or other amusement devices.
13. Clean Up. The market manager shall be responsible for the clean up of the outdoor market. The outdoor market shall be completely cleaned up within two (2) hours after the closing of the market, which includes, but is not limited to, the removal of all trash, tents, tables, and vendors.
14. Indemnification and Hold Harmless. If the outdoor market is to be held on town-owned or leased property, the person or entity organizing the outdoor market shall agree to enter into an indemnification and hold harmless agreement with the town in a form acceptable to the town attorney.
15. Enforcement. A violation of the provisions of this ordinance or any condition of approval shall result in the revocation of the permit and a code enforcement violation enforced pursuant to the town's code enforcement procedures.

Section 3. Sunset. The provisions of this ordinance shall sunset on December 31, 2011.

Section 4. Severability. If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. Conflict. All sections or parts of sections of the code of ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. This ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this _____ day of _____, 2011.

PASSED AND ADOPTED on second reading this ____ day of _____, 2011.

EDWARD P. MACDOUGALL, Mayor

Attest:

ESTHER B. COULSON
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 Edward P. MacDougall	_____
Vice Mayor Ernest N. Sochin	_____
Councilmember Peggy R. Bell	_____
Councilmember Mary Ann Mixon	_____
Councilmember Sue Ellen Loyzelle	_____