



TOWN COUNCIL MEETING AGENDA

Wednesday, September 19, 2011, 7:00 p.m.

Town Council Chambers
10720 Caribbean Boulevard
Cutler Bay, Florida 33189

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.

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

2. PROCLAMATIONS, AWARDS, AND PRESENTATIONS

A. SMDCAC Proclamations

- District 9 Miami-Dade County Commissioner Dennis C. Moss (Bell)
- District 8 Miami-Dade County Commissioner Lynda Bell (Bell)
- The Cultural Council Inc. – Yolly Buchmann (MacDougall)

B. Alzheimer's City Challenge Proclamation

C. Barbara/Tom Condon Proclamation (MacDougall)

D. Girl Power Proclamation (Bell)

E. Smart Growth Presentation

3. APPROVAL OF MINUTES

A. July 26, 2011 Council Meeting

TAB 1

B. August 18, 2011 Town Hall Meeting

4. 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.

5. REPORTS

A. TOWN MANAGER'S REPORT

- B. TOWN ATTORNEY'S REPORT
- C. BOARD AND COMMITTEE REPORTS

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, MODIFYING RESOLUTION 10-75 TO PROVIDE FOR A REVISED TOWN COUNCIL AGENDA FORMAT, AND PROVIDING FOR AN EFFECTIVE DATE. (MacDougall)

TAB 2

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

TAB 3

- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR DISTRIBUTION, USE AND REPORTING OF CHARTER COUNTY TRANSIT SYSTEM SURTAX PROCEEDS LEVIED BY MIAMI-DADE COUNTY ("AGREEMENT"); AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 4

- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A FISCAL YEAR 2011 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) GRANT AWARD (GRANT AWARD NO. 2011-DJ-BX-3326) IN THE AMOUNT OF SIXTEEN THOUSAND THREE HUNDRED AND NINETY DOLLARS (\$16,390) APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT AGREEMENT NO. 2011-DJ-BX-3326 BETWEEN THE TOWN, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 5

- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, URGING INSURANCE COMPANIES TO PROVIDE LOWER PREMIUMS TO RESIDENTS OF JURISDICTIONS PROVIDING FOR AUTOMATED RED LIGHT SAFETY TECHNOLOGY; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE. (MacDougall)

TAB 6

- F. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR

TAB 7

PROPOSALS (RFP) FOR WEBSITE REDESIGN AND REDEVELOPMENT;
AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO
AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE
BIDDER, AND PROVIDING FOR AN EFFECTIVE DATE.

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.

None.

8. ORDINANCES FOR FIRST READING (NO PUBLIC HEARING REQUIRED)

AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING A
BUILDING PERMIT AMNESTY PERIOD BY CREATING A LIMITED EXCEPTION
FROM CODE ENFORCEMENT CIVIL PENALTIES AND LIENS FOR BUILDING
CODE VIOLATIONS UPON A HOMEOWNER'S COMPLIANCE WITH THE
BUILDING CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (MacDougall)

TAB 8

9. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)

None.

10. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF
CUTLER BAY, FLORIDA, PROVIDING FOR MOBILE FOOD SERVICES
OPERATIONS SPECIAL EVENTS; PROVIDING FOR SEVERABILITY, AND
PROVIDING FOR AN EFFECTIVE DATE..

TAB 9

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

12. OTHER BUSINESS

13. 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 MEETING
MINUTES**

Tuesday, July 26, 2011, 7:00 p.m.

Town Council Chambers
10720 Caribbean Boulevard
Cutler Bay, Florida 33189

Members Present:

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

Also Present:

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

(Councilmember Peggy Bell participated in the meeting by telephonic conference.)

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

On behalf of the council, the mayor welcomed everyone present to the new council chambers and recognized the presence of District 8 Miami-Dade County Commissioner Lynda Bell and former District 8 Miami-Dade County Commissioner Katy Sorenson.

The mayor requested, on behalf of the council, a moment of silence for:

- Town Manager Steve Alexander's daughter, Bridget Allison Pier, who passed away on July 3, 2011, and
- Councilmember Sue Ellen Loyzelle's mother, Alice Webb, who passed away on July 14, 2011.

The mayor called the meeting to order at 7:03 pm; requested that Ms. Coulson call the roll, and a quorum was declared present.

On motion of Councilmember Mixon, seconded by Councilmember Loyzelle and unanimously carried, the council granted the permission for Councilmember Peggy Bell to participate the meeting by telephonic conference.

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

After much discussion, the council thanked the town manager for his efforts towards the implementation and design of the town chambers and acknowledged staff's efforts in this regard.

ADDITIONS, DELETIONS AND DEFERRALS

Ms. Coulson announced the following:

- Item 3.B. Gideon Kieme, runner-up recipient for the presentation - *Why my City is Special – Cutler Bay* would not be present.
- Item 3.C. No proclamations.
- Item 4. Tab 1 Revisions to the July 6, 2011 VM and Councilmember Bell draft minutes.
- Item 6.B. Correction in the title.
- Item 6.D. Tab 5 Changing at-large to permanent (based on consensus reached at the June 13, 2011 council workshop).
- Item 9.A-D Tabs 8-11 Quasi-Judicial Procedures (advertised as Local Planning Agency in error).

2. PUBLIC COMMENTS

Mr. David Feinberg, Town of Cutler Bay resident, expressed appreciation for being appointed as the town's radio amateur civil emergency service coordinator. He referred to the number of individuals who attended the Miami-Dade County's Emergency Operations Center; encouraged more participation by contacting him, and gave a report on the status of the amateur radio communications emergency operations.

3. PROCLAMATIONS, AWARDS, AND PRESENTATIONS

A. Special Recognition – Oath of Office

Vice Mayor Ernest Sochin and Councilmember Sue Loyzelle were administered the Oath of Office by Commissioner Bell.

The council extended congratulations to the elected officials.

B. Presentation - *Why my City is Special – Cutler Bay*

Nicholas Kuntz – Winner – Proclamation/Award

Town Attorney Chad Friedman, Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L., recognized the law firm's 20th year anniversary and its sponsor of an essay contest "Why my City is Special – Cutler Bay" for high school senior students.

On behalf of Weiss, Serota et. al, Mr. Friedman extended congratulations to Mr. Kuntz and presented him with an award of \$1,000 as the winner of the essay contest and thanked Ms. Dolara Brook for her help.

Mr. Kuntz read into the record the essay he submitted and expressed appreciation to the council for the recognition.

On behalf of the council, the mayor read into the record a proclamation recognizing Mr. Kuntz as the winner and recipient of the \$1,000 award. The council acknowledged his academic achievement and congratulated him on his entrance into the Frederick M. Supper Honors Program.

Gideon Keime

As Mr. Gideon Keime, runner-up, was not present at this evening's meeting, a letter of recognition from the council was arranged to be sent to him.

- C. **Proclamation** – No proclamation was presented to the Cutler Ridge United Methodist Preschool and Kindergarten, 40th Anniversary and United Methodist Church 53 Years (MacDougall)
- D. **Special Recognition - Pat Fulton** (MacDougall, Bell)
As Dr. Patricia Fulton was not present at this evening's meeting, arrangements were made to send her a letter of appreciation from the council for her services on the Education and Parks and Recreation Advisory Committees.
- E. **Auditor's Report**
Mr. Nestor Caballero, Alberni Caballero & Company, LLP, reviewed the Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2010; a copy of which is filed with the supplemental papers to the minutes of this meeting.

The council extended well wishes on Mr. Caballero's birthday.

4. **APPROVAL OF MINUTES**

After discussion, and **on motion of Vice Mayor Sochin, seconded by Councilmember Loyzelle, and unanimously carried, the council approved the following minutes as shown below:**

**February 11, 2011 Workshop Tour – as submitted;
June 13, 2011 Workshop Meeting – as corrected;
June 15, 2011 Regular Meeting - as corrected;
June 17, 2011 Workshop - as corrected;
July 6, 2011 Meeting with Vice Mayor Sochin – as submitted;
July 6, 2011 Meeting with Councilmember Bell – as submitted;
July 6, 2011 Meeting with Councilmember Loyzelle – as submitted, and
July 14, 2011 Special Meeting – as corrected.**

5. **REPORTS**

A. **TOWN MANAGER'S REPORT**
Mobile Food Service Vehicles

Mr. Alexander referred to the drafting of provisions relating to the mobile food service vehicles scheduled for first reading on the August 17, 2011 on the regular council agenda.

Police Department

Ms. Julie Miller, Cutler Bay Police Major, described the various types of criminal activities that have been taking place at Southland Mall and the increased calls

received as a result of the Tuesday night promotional events by Regal Cinema "Summer Movie Express". She gave a report on the county, Florida Highway Patrol and the town's law enforcement off-duty services assigned previously inside and outside the theatre prior to the start of the movies. Major Miller indicated that the cinema withdrew its services from MDC and the town law enforcement services since October 2010; expressed problems with the vast number of patrons waiting in line, and pointed out meetings held with and concerns relayed from Mr. David Siegel, Southland Mall's General Manager, in this regard.

Major Miller conveyed the suggestion for Mr. Siegel to retain additional security services to monitor activities inside the cinema; voiced concerns of liability and safety to the citizens and law enforcement officers, and gave statistics on the expense of responding to emergency situations handled by the town's police department. She explained that staff will provide a report to the council.

School Flashing Lights

Mr. Alexander reported that the school flashing lights will be installed by MDC on Gulfstream Road and Southwest 87 Avenue for Cutler Ridge Middle School by the end of September 2011.

Later in the meeting and in response to the mayor's inquiry, Mr. Ralph Casals, Public Works Department Director, reported that flashing lights have been programmed for Whispering Pines Elementary School.

Old Cutler Road Improvements

Mr. Alexander reported on the final process to proceed with the proposal for the Old Cutler Road improvement project to be placed on the next regular council agenda.

Bicycle Pedestrian Master Plan

Mr. Alexander referred to the June 20, 2011 Bicycle Pedestrian Master Plan Public Involvement Meeting and anticipated presenting the final plan at the August 17, 2011 regular meeting.

Town Center Building

Mr. Alexander reported on the process of preparing a grant application for the town center building of up to \$1.8 million for hazard mitigation and described the modifications involved.

Workshops

Mr. Alexander announced the following:

- Rain Barrel and Composting Workshop
August 20, 2011 from 10:00 a.m. until noon at Cutler Ridge Park's Community Center.
- Caribbean Boulevard Bridge Safety and Roadway Improvement MDC Project Workshop
August 23, 2011 from 6:30 p.m. to 8:30 p.m. at the town hall's council chambers.
- Flood Mitigation Assistance Program - Federal Emergency Management Agency's Grant Workshop
August 15, 2011 from 6:00 p.m. to 8:00 p.m. at the town hall's council chambers.

People's Transportation Plan Stimulus Funding

Mr. Alexander reported that the county has issued a notice to proceed with the bus manufacturer and that a circulator bus schedule is expected to be completed by March 12, 2012. He indicated that the town does not have the funding until the People's Transportation Plan issue is determined and believed, since ongoing communications with the county have been by the mayor and staff, that the matter will be resolved in order for the funds to commence this year.

MDC Water Sewer Department – Water Shut-Off

Mr. Alexander announced that the MDC Water Sewer Department staff has visited residents door-to-door in the Cutler Creek West Community and 10353, 10355 and 10375 Caribbean Boulevard forewarning them that their water will be shut off shortly in order to install a new water valve.

Caribbean Boulevard Traffic Signal

Mr. Alexander reported that drivers along Caribbean Boulevard will be experiencing delays in the imminent future due to the ongoing problems with the traffic signals loop.

B. TOWN ATTORNEY'S REPORT

Mr. Friedman indicated that he has nothing to report.

C. BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS

Councilmember Bell referred to the Parks and Recreation's Advisory Committee's recommendation to include in the FY 2011-12 budget to retain an outside firm to develop a master plan for the future development of the Cutler Bay Wetlands. She recognized a Parks and Recreation's Advisory Committee member and an applicant

to be considered on said committee at this evening's meeting as members of the Audubon Society and requested that the council postpone consideration of the recommendation in question and refer it back to the committee.

6. CONSENT AGENDA

After discussion, and **by unanimous consent, the council pulled the following consent agenda items for discussion:**

- A. Special Elections Official Results at Councilmember Loyzelle's request;**
 - B. First and Second Budget Public Hearing - Proposed Millage Rate at Councilmember Loyzelle's request;**
 - C. Parks and Recreation Advisory Committee Member Appointment at Mayor MacDougall's request, and**
 - D. Education Advisory Committee Member Appointment at Vice Mayor Sochin's request.**
- E. Resolution 11-49 – Third Party Administrator for the South Dade Green Corridor District PACE Program**
On motion of Vice Mayor Sochin, seconded by Councilmember Mixon and unanimously carried, the council adopted Resolution 11-49 of the Mayor and Town Council of the Town of Cutler Bay, Florida, approving an agreement with Ygrene Florida Energy Fund, LLC to be the third party administrator for the South Dade Green Corridor District Property Assessment Clean Energy Program; authorizing the town manager to execute this agreement, and providing for an effective date.
- A. Resolution 11-45 – June 28, 2011 Special Election Official Results**
After discussion, the mayor requested that Ms. Coulson read the title of the proposed resolution of the Mayor and Town Council of the Town of Cutler Bay, Florida, certifying and declaring the official results of the Special Election of the Town of Cutler Bay held on June 28, 2011, and providing for an effective date.
- Following further deliberations, and **on motion of Vice Mayor Sochin, seconded by Councilmember Loyzelle and unanimously carried, the council adopted Resolution 11-45 as previously cited.**
- B. Resolution 11-46 – First and Second Budget Public Hearing - Proposed Millage Rate**
The mayor requested that Ms. Coulson read the title of the proposed resolution of the Mayor and Town Council of the Town of Cutler Bay, Florida determining the proposed millage rate and the date, time and place for the first and second public budget hearings as required by law, directing the town clerk and town manager to file this resolution with the Property Appraiser of Miami-Dade county pursuant to the requirements of the Florida Statutes and the rules and

regulations of the Department of Revenue of the State of Florida, and providing for an effective date.

Following further deliberations, **a motion was made by Councilmember Mixon and seconded by Vice Mayor Sochin that the council adopt Resolution 11-46 as previously cited.**

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

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

The mayor declared the motion carried on a four to one vote.

C. Resolution 11-48 – Parks and Recreation Advisory Committee Member Appointment

The mayor requested that Ms. Coulson read the title of the proposed resolution of the Mayor and the 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. (MacDougall)

At the mayor's request, Ms. Laura Reynolds, prospective board appointee, appeared before the council and described her experience, educational background and affiliation. She recalled the former mayor's remarks, at the 2010 State of the Town Address about the birds at the wetlands. As an executive director of the Audubon Society, she concurred with the educational component which is as important in parks as well as Mr. Kuntz' winning essay cited earlier at this evening's meeting and requested to be apprised of environmental issues.

The council expressed appreciation to Ms. Reynolds; recognized her credentials as impressive, and thanked her for volunteering to serve.

On motion of Councilmember Bell, seconded by Councilmember Mixon and unanimously carried, the council adopted Resolution 11-48 as previously cited.

D. Resolution 11-47 – Education Advisory Committee Member Appointment

The mayor requested that Ms. Coulson read the title of the proposed resolution of the Mayor and the Town Council of the Town of Cutler Bay, Florida to reappoint an advisory committee member to the Education Advisory Committee and providing for an effective date. (Sochin)

The mayor concurred with Councilmember Bell's suggestion to appoint at-large member Mr. John Sykes, who the mayor confirmed accepted the request to fill an existing vacancy and consider the at-large position at a future meeting. The mayor recognized that Ms. Sandra Dellabella (prospective board appointee for the vice mayor) is qualified for the position and in her absence thanked her for her interest to serve.

In concurring with the mayor's statements, Councilmember Bell referred to the consensus reached at the July 25, 2011 workshop meeting regarding the at-large position and anticipated that Ms. Dellabella would be considered for an appointment at a future meeting.

After much discussion, the mayor suggested that the vice mayor provide recommendations to the council as to the composition of the advisory committee and its needs.

On motion of Vice Mayor Sochin, seconded by Councilmember Mixon and unanimously carried, the council adopted Resolution 11-47 as previously cited to appoint John Sykes.

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

Ordinance – Burglar Alarm Registration

The mayor requested that Ms. Coulson read the title of the proposed ordinance, the substance of which is as follows, and called for interested parties to be heard:

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 10-13 RELATING TO BURGLAR ALARM REGISTRATION; PROVIDING FOR A WARNING PERIOD, AND PROVIDING FOR AN EFFECTIVE DATE. (Loyzelle)

Councilmember Loyzelle recalled the subject matter addressed at a previous workshop meeting that new residents would have 30 days to register their burglar alarm system and if within that time they have a false alarm, they would not be fined; however, after that period (if they fail to register), fines would be assessed.

A motion was made by Councilmember Bell and seconded by Councilmember Mixon that the council approve the enactment of an ordinance as previously cited.

Councilmember Bell suggested disseminating information to the public requiring that citizens who do not have a false alarm, would not have to pay the \$25 registration fee the following year.

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

PUBLIC COMMENTS

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

QUASI-JUDICIAL PUBLIC HEARING

By unanimous consent, the mayor opened the public hearing.

The mayor accepted Mr. Friedman's request to:

- take the Quasi-Judicial Items out of order on this evening's agenda and consider Items 9.C., 9.B., and 9. A. to be heard at once, if agreeable by the applicant;
- Vote separately on Items 9.C., 9.B., and 9.A.,
- Consider Item 9.D. and vote on same as a separate item, and
- Allow Mr. Friedman to cite the procedures to conduct the quasi-judicial hearing for this evening's meeting.

The mayor disclosed ex-parte communication relating to Items 9. A. through D. (correspondence from and a meeting with Mr. Luis Rubalcabal, owner of the subject property).

Ex-parte communication relating to Item 9.B. was provided by Councilmember Bell (correspondence from and a meeting with Mr. Mark Rickards, Bohler Engineering Agent for Wine Guard Realty and Morgan Chase Bank and Ms. Teresa Torres, Chase Bank.)

Mr. Perez reviewed staff's analysis on the subject items and relayed staff's recommendations of approval with conditions. (Copies of staff's reports are filed with the supplemental papers to the minutes of this meeting.)

Individuals appearing before the council intending to testify on Quasi-Judicial Items 9. A. through D. were sworn in by Ms. Coulson.

9. C. Resolution 11-51 – Chase Bank Non-Use Waiver of Non Residential Design Standards Application – Agent: Bohler Engineering

The mayor requested that Ms. Coulson read 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, APPROVING A NON-USE VARIANCE APPLICATION FOR WAIVER OF NONRESIDENTIAL DESIGN STANDARDS FOR CHASE BANK, LOCATED AT 18415 SOUTH DIXIE HIGHWAY, TO PERMIT THE EXISTING PARKING AND DRIVE-THRU

AISLES BETWEEN THE BUILDING AND PUBLIC RIGHT-OF-WAY, AND
PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Loyzelle declared a conflict of interest with J.P. Morgan Chase Foundation through her employment and abstained from voting on Items 9. A. through 9.C. (Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers was filed with the supplemental papers to the minutes of this meeting.)

(Councilmember Loyzelle left the meeting room at this time.)

Mr. Rickards, who was previously sworn, depicted the proposed site for Chase Bank at the South Dade Shopping Center on the map and addressed the following irregularities on the site:

- a design constraint on the requested non-residential design guidelines north of the site precluded the applicant from relocating the bank to Southwest 184 Avenue and in order to mitigate the issue with the design, the applicant proposes the two sided design;
- the entrance that faces the north side and south of the lot and the applicant's effort to create a dual entrance, and
- the sign variances separated from Dixie Highway for visibility and the location of the three standard letter signs and the four non letter signs (logos).

Mr. Rickards reported that the sign facing east was removed and that the building would be registered as Leadership in Energy and Environmental Design certified as stipulated in the conditions and referenced at the Zoning Workshop meeting held on February 2, 2011. He requested the council's support of Items 9.A through C.

The mayor called for the public to be heard.

Mr. "Art" Arthur Nanni, Town of Cutler Bay resident, was sworn in by Ms. Coulson; addressed the traffic situation at the shopping center, and noted the lack of parking spaces and size of the parking spots. He voiced concerns to improve at the subject site the traffic flow ingress and egress eastbound on US 1.

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

After discussion, **a motion was made by Councilmember Mixon and seconded by Vice Mayor Sochin that the council adopt Resolution 11-51 as previously cited.**

The mayor called for a roll call motion with the councilmembers voting as follows:

Councilmember Bell	Yes
Councilmember Mixon	Yes
Vice Mayor Sochin	Yes
Mayor MacDougall	Yes

The mayor declared the motion carried unanimously.

9. B. **Resolution 11-50 – Chase Bank Non-Use Signage Variance Application**

Earlier in the meeting, the mayor requested that Ms. Coulson read 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, APPROVING A NON-USE VARIANCE APPLICATION FOR SIGNAGE FOR CHASE BANK, LOCATED AT 18415 SOUTH DIXIE HIGHWAY, TO PERMIT SEVEN (7) WALL SIGNS WHERE TWO (2) ARE PERMITTED, AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor Sochin and seconded by Councilmember Mixon that the council adopt Resolution 11-50 as previously cited.

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

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

Vice Mayor Sochin	Yes
Councilmember Mixon	Yes
Councilmember Bell	Yes
Mayor MacDougall	Yes

The mayor declared the motion carried unanimously.

9. A. **Resolution 11-52 – Chase Bank Site Plan**

The mayor requested that Ms. Coulson read the title of the proposed resolution, the substance of which is as follows and called for interested participants to be heard:

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A SITE PLAN FOR CHASE BANK, LOCATED AT 18415 SOUTH DIXIE HIGHWAY, TO PERMIT A

7,673 SQUARE FOOT FACILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor Sochin and seconded by Councilmember Mixon that the council adopt Resolution 11-50 as previously cited.

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

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

Councilmember Bell	Yes
Councilmember Mixon	Yes
Vice Mayor Sochin	Yes
Mayor MacDougall	Yes

The mayor declared the motion carried unanimously.

(Councilmember Loyzelle returned to the meeting room at this time.)

D. Resolution 11-53 – Wine and Liquor Store Special Exception Application – Applicant: Cutler Bay Wine and Liquor LLC

The mayor requested that Ms. Coulson read 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, APPROVING A SPECIAL EXCEPTION APPLICATION FOR A WINE AND LIQUOR STORE TO BE LOCATED WITHIN 550 FEET OF A CHURCH OR SCHOOL AT 20256 OLD CUTLER ROAD IN A BU-2 ZONE WITHIN THE OLD CUTLER ROAD OVERLAY ZONING DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Angelica Young, Town of Cutler Bay resident, who was previously sworn, described the nature of her business and requested the council's support of the proposed application.

Mr. Nanni, who was previously sworn, indicated that he concurs with the concept of the subject application and believed that the proposed store is too close to the day care center.

By unanimous consent, the mayor closed the public hearing.

After discussion, the council discussed the proximity of the proposed store to the places of worship and daycare center and its concurrence to the concept.

Mr. Perez cited the conditions outlined in the July 26, 2011 memorandum recommended by the town attorney as agreed to by staff. (A copy of the memorandum is filed with the supplemental papers to the minutes of this meeting.)

After further discussion and in response to Mr. Friedman's suggestion, the town council **by unanimous consent laid the Wine and Liquor store Special Exception Application on the table in order to allow Ms. Angelica Young, the applicant, the opportunity to review the conditions as previously cited by staff.**

A motion was made by Councilmember Bell and seconded by Vice Mayor Sochin that the council approve the special exception application as revised with conditions outlined by staff and adopt Resolution 11-53 as previously cited.

ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

10. A. Ordinance 11-08 – Town Advisory Boards

The mayor requested that Ms. Coulson read the title of the proposed ordinance, the substance of which is as follows, and called for interested parties to be heard:

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)

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 Loyzelle and unanimously carried, the council enacted Ordinance 11-08 as previously cited to become effective immediately.

B. Ordinance 11-09 – Water Conservation and Emergency Water Restriction Enforcement Regulations

The mayor requested that Ms. Coulson read the title of the proposed ordinance, the substance of which is as follows, and called for interested parties to be heard:

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING THE WATER CONSERVATION AND EMERGENCY WATER RESTRICTION ENFORCEMENT REGULATIONS; ADOPTION OF PERMANENT LANDSCAPING IRRIGATION RESTRICTIONS OF MIAMI-DADE COUNTY CODE, AS AMENDED FROM TIME TO TIME; PROVIDING

FOR PENALTIES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

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

After discussion, **a motion was made by Councilmember Bell and seconded by Councilmember Loyzelle that the council enact Ordinance 11-09 as previously cited to become effective immediately.**

By unanimous consent, the council laid the item on the table to later in the meeting for further information.

9. D. **Resolution 11-53 – Wine and Liquor Store Special Exception Application - Applicant: Cutler Bay Wine and Liquor LLC**
By unanimous consent, the council removed the item on the Wine and Liquor store Special Exception Application from the table.

Ms. Young concurred in the affirmative to accept staff's previously cited conditions.

After discussion, **a motion was made by Councilmember Bell and seconded by Vice Mayor Sochin that the council adopt the aforementioned Resolution 11-53 and approve the special exception application, as revised and with conditions outlined by staff which was agreed to by the applicant.**

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

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

10. B. **Ordinance 11-09 – Water Conservation and Emergency Water Restriction Enforcement Regulations**
By unanimous consent, the council removed the item on the Water Conservation and Emergency Water Restriction Enforcement Regulations Ordinance from the table.

The mayor called for a roll call vote on the motion to enact the aforementioned Ordinance 11-09, with addendum, to become effective immediately with the councilmembers voting as follows:

Vice Mayor Sochin	Yes
Councilmember Mixon	Yes
Councilmember Loyzelle	Yes
Councilmember Bell	Yes
Mayor MacDougall	Yes

END OF PUBLIC HEARING

11. PUBLIC COMMENTS

Mr. Nanni commended Mr. Alexander and the council on the new chambers.

12. MAYOR AND COUNCIL COMMENTS

SDCAC Senior Trip

As result of Cultural Arts Center Senior Transportation Resolution 11-41 previously adopted by the council, Councilmember Loyzelle reported that on July 1, 2011 the first senior trip was held transporting seniors to the South Dade Cultural Arts Center to see the Greater Miami Youth Symphony Concert. She thanked staff for their professionalism.

13. OTHER BUSINESS

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

14. ADJOURNMENT

On motion made by Councilmember Bell, seconded Councilmember Loyzelle and unanimously carried, the meeting adjourned at 10:31 p.m.

The minutes were approved at the September 21, 2011 Regular Council Meeting.

Signed _____
Esther B. Coulson, Town Clerk

Signed _____
Edward P. MacDougall, Mayor

**TOWN OF CUTLER BAY TOWN COUNCIL WORKSHOP
MINUTES**

Thursday, August 18, 2011, 7:00 p.m.
Town Hall
10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189

Members Present:

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

Also Present:

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

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

The mayor called the meeting to order at 7:00 p.m.; requested that Ms. Coulson call the roll and with a quorum present, the mayor led in the Pledge of Allegiance to the Flag.

2. INTRODUCTIONS AND OVERVIEW

A. Introductions

The mayor introduced the town council, staff and later the advisory committee members and former member Dr. "Pat" Patricia Fulton, at this evening's meeting. He recognized location as an important factor and encouraged the public intending to speak to complete the cards with their names, addresses, email addresses with questions or comments or turn them in to the council.

B. Council Statements

The mayor gave an overview of the citizens' involvement towards incorporation of the town; the experience he, his children and grandchildren had, and the decision made to relocate to a high school in an adjoining municipality. He recognized the decision that the public would need to make regarding the future of high schools.

The council thanked everyone for attending this evening's meeting; acknowledged the advisory committee members who worked hard on the issue relating to schools, and addressed the need for more residents to be informed and become involved in the process.

3. PRESENTATION

Vice Mayor Sochin, Education Advisory Committee Liaison, gave a power-point presentation on the potential opening of a Cutler Bay Charter (Middle and High) School to study the environment and the statistics on its ranking in Florida, the funding, operation and the school of choice, and the criteria for qualification for residents.

4. PUBLIC COMMENTS

The following Town of Cutler Bay residents appeared citing support of a charter high school:

Mses. Barbara Condon; Alfie Sergio; Carol Paul (advocating on behalf of her neighbor's family); Messrs. Tom Condon, who suggested placing on the town's website the power-point presentation and feasibility study; Andy Havens; "Art" Arthur Nanni, Charlene; and Dr. Fulton who reside in Miami-Dade County Unincorporated Area and a former teacher.

Ms. Nancy Adolphe who questioned the enrollment of students on a lottery process and the students' participation.

Mr. Steve Desjadon who suggested that property owners have first preference over renters.

Mses. Denise Escara and Melissa Bergasa, long time town residents, who object to first preference being given to homeowners.

Mr. Joseph Zawodny, former educator, placed emphasis on the lack of a strong Parent-Teacher-Student Association (PTSA) as a strong component of the schools.

Mr. Jaime Reyes requested the option to review the proposed charter school before an increased tax is proposed by the town recognizing what the residents would pay to the school board in property taxes; expressed preference for educators to serve on the board overseeing the charter schools, and referred to how other municipal charter schools were funded or planned.

Ms. Christine Schmidt expressed concerns on the governing board's ability to retain staffing for the proposed charter high school.

Ms. Xiomara Disla, Miami Southridge Senior High School 10th grade qualified English Teacher, addressed concerns on the negativity of the school created by the media; questioned the composition of the board of directors, and emphasized the importance of volunteering.

Ms. Petra Burns, Centennial Middle School teacher and Educational Compact Advisory Committee member, confirmed that the school becoming 6th through 12 grade has been discussed which has not been promised. Ms. Burns explained that the school is a new Maritime and Science Technology magnet program for sixth graders which will eventually change to seventh and eighth; stressed the need for community involvement, and noted the lack of municipal charter schools in the presentation. She described the number of programs provided by the public schools ensuring that all students are served and asked that the council proceed with caution.

Ms. Eunice Tillotson gave an overview of her children's experiences at neighboring high schools and voiced support on the need for better options in education.

Mr. Alex Felisoso who shared his and his four siblings' experiences with high school education; his parents' involvement, one of whom was a former educator, and his support for better education.

Ms. Sandra Well compared her children's experiences with safety issues while attending middle and high schools; her involvement as a parent and volunteer, and requested a safe school environment with the same programs offered.

Ms. Sharon Heath addressed the opportunities available with the academic programs offered at Miami Southridge Senior High School whereby her children are succeeding; the programs to be offered with the charter school, and the retention of qualified teachers.

Ms. Michelle Williams, expressed concerns about property resale values; recognized the need for parental involvement, and the feasibility for a public school with options.

Ms. Lynn Norman-Teck, Florida Consortium of Public Charter Schools, explained that she was invited to attend this evening's meeting to answer any questions and referred to the website with Frequently Asked Questions About Charter Schools <http://www.floridacharterschools.org/global/faq.asp>. Later in the meeting, Ms. Norman-Teck addressed the educational options available.

Ms. Diana Orme -- who shared her son's experience and the choice made in selecting his school -- requested that the council consider the resources available and addressed the problems of bullying and self-esteem with grades sixth graders to 12.

Ms. Stephanie Tazni addressed the need for a home high school.

Ms. Peggy Schuler questioned the management and governing of the proposed charter school.

Mr. Tawfig Tazisidqui referred to the privately-owned and managed charter schools that receives public funding; noted the municipalities that allows the schools to purchase land and directly manage the school, and questioned the difference between the municipally-run and privately-run charter schools.

Mr. Carl Jagielski indicated that he was opposed to incorporation and questioned the Old Cutler Road and Caribbean Boulevard roadway improvements; the position taken on issues relating to odors from wastewater treatment plants, and uncertainties surrounding the charter high school with its funding and timeline.

Mr. Curtis Bycofski questioned the effect to the residents' property taxes and expenses the residents would expect to endure as a result of the proposed charter high school.

Mr. Richard Rebuth, who requested that the council pursue the Bay Point School Site to be used for a charter school, review the feasibility study, and provide the public with the results.

Ms. Sonia Ambrose a public school educator, referred to the recently held Future of Florida's Public Education Forum with District 9 Miami-Dade County School Board Vice Chair Dr. Lawrence "Larry" Feldman in attendance. She indicated that it would have been to the residents' advantage to have attended and find about education and encouraged visiting Dr. Feldman's website or his office to find out more about school choices in the South-Dade community. Ms. Ambrose recognized MDC Public School is still an option.

5. MAYOR AND COUNCIL COMMENTS

In response to the questions previously cited, Vice Mayor Sochin explained that although preference is given to students residing in the town, the lottery would be available for students living outside the town's boundaries.

Councilmember Loyzelle indicated that enrollment would be based upon the number of available open seats which does not automatically qualify a student to be accepted and recognized that an answer is required as to how large a school the town wants.

Later in the meeting, Councilmember Mixon thanked the public for attending and noted their concerns.

Councilmember Bell recognized the recently formed Compact Advisory Committee and addressed the importance to work with existing schools. She addressed the importance of parental involvement; recognized the middle schools that are under enrollment; thus, the renovations and improved programs at the middle schools, and mentioned the potential choices available for a high school. Councilmember Bell indicated that everyone would be qualified for a charter high school.

Councilmember Loyzelle explained that as the council proceeds, public input is required to make the right choice for the town and encouraged the public to attend the next town hall meeting.

Vice Mayor Sochin addressed the plan to review the issue on homeowners versus renters; stressed the need for parental involvement, and recognized the feedback in response to the emails he disseminated.

The mayor noted that the questions posed earlier at this evening's meeting on the cost per year to the residents would be considered by the council. He believed that the secondary oversight board ought to be comprised of members of the town council, teachers and parents.

6. OTHER BUSINESS

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

7. ADJOURNMENT

The meeting adjourned at 9:20 p.m.

The minutes were approved at the September 21, 2011 Regular Council Meeting.

Signed _____
Esther B. Coulson, Town Clerk

Signed _____
Edward P. MacDougall, Mayor

DRAFT

TAB 2

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, MODIFYING RESOLUTION 10-75 TO PROVIDE FOR A REVISED TOWN COUNCIL AGENDA FORMAT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, by resolution, has adopted a Town Council agenda format; and

WHEREAS, the Town Council desires to adopt a revised Town Council agenda format; and

WHEREAS, the Town Council finds such changes to be in the best interest 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. **Amendment to Resolution 10-75.** The Town Council hereby amends Section 2 of Resolution 10-75 as follows:

TOWN COUNCIL MEETING AGENDA

- 1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE**
- 2. PROCLAMATIONS, AWARDS, PRESENTATIONS**
- 3. APPROVAL OF MINUTES**
- 4. 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.
- 5. REPORTS**
 - A. TOWN MANAGER'S REPORT**
 - B. TOWN ATTORNEY'S REPORT**
 - C. TOWN CLERK'S REPORT**
 - D. BOARD AND COMMITTEE REPORTS**

6. CONSENT AGENDA

ANY ITEMS SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION OR SEPARATE VOTE IF REQUESTED OR "PULLED" BY A COUNCIL MEMBER OR THE TOWN MANAGER. VOICE VOTE AS TO ENTIRE CONSENT AGENDA

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 (NO PUBLIC HEARING REQUIRED)

9. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)

10. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

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

132. OTHER BUSINESS

143. ADJOURNMENT

Section 3. Agenda Items Requested by the Town Council. Items placed on the Town Council agenda at the request of a member of the Town Council shall indicate which member made the request.

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

PASSED and ADOPTED this ____ of September, 2011.

EDWARD P. MacDOUGALL, Mayor

Attest:

ESTHER COULSON, CMC
Town Clerk

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

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

TAB 3

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 AND ADDRESSES 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 desires a process for having a garage sale suitable to the residents by providing an option to list their residential addresses on the town's website, 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 has established October 22 and 23, 2011 as the dates for the community-wide garage sales.

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 4

RESOLUTION NO. 11-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR DISTRIBUTION, USE AND REPORTING OF CHARTER COUNTY TRANSIT SYSTEM SURTAX PROCEEDS LEVIED BY MIAMI-DADE COUNTY (“AGREEMENT”); AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County (the “County”) adopted Ordinance No. 02-116 (the “Ordinance”), levying and imposing a one half of one percent (0.5%) Charter County Transit System Surtax (the “Tax) pursuant to the authority provided in Section 212.055(1), Florida Statutes; and

WHEREAS, the Ordinance provides that a portion of the Tax proceeds be distributed annually to municipalities within the County; and

WHEREAS, the County and Town desire to enter into the Agreement, attached as Exhibit “A,” to reflect certain issues and concerns that have surfaced from both the County and municipalities regarding the implementation of the Ordinance; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to enter into the Agreement with the County.

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

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

Section 2. Approval of Agreement. The Town Council hereby approves the Agreement, in substantially the form attached hereto as Exhibit “A,” subject to the approval of the Town Attorney as to form and legal sufficiency.

Section 3. Authorization of Town Officials. The Town Manager is authorized to execute the Agreement, in substantially the form attached hereto as Exhibit “A,” on the behalf of the Town, and the Town Manager and Town Attorney are further authorized to take all steps necessary to implement the terms and conditions of the Agreement.

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

PASSED and ADOPTED this ____ day of September, 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 Sue Loyzelle _____

Councilmember Mary Ann Mixon _____

**INTERLOCAL AGREEMENT FOR DISTRIBUTION, USE
AND REPORTING OF CHARTER COUNTY TRANSIT
SYSTEM SURTAX PROCEEDS LEVIED
BY MIAMI-DADE COUNTY**

This Interlocal Agreement ("Agreement") entered into this ____ day of _____ 2011, by and between Miami-Dade County, a political subdivision of the State of Florida ("County"), and the Town of Cutler Bay, a municipal corporation located within the geographic boundaries of Miami-Dade County, Florida ("Town").

WHEREAS, County adopted Ordinance No. 02-116 levying and imposing a one half of one percent Charter County Transit System Surtax ("Surtax") pursuant to the authority of Sec. 212.055(1) Fla.Stats. (2002); and

WHEREAS, twenty (20) percent of surtax proceeds shall be distributed annually to those Cities existing as of November 5, 2002, and the County and the Town desire to include those Cities that were incorporated between November 5, 2002 and the date of this agreement in the distribution of Surtax proceeds that meet certain conditions (hereinafter referred to collectively as "Eligible Cities") including:

Any surtax proceeds received shall be applied to supplement, not replace a Town's general fund support for transportation; and

WHEREAS, County and Town agree that Town shall receive in exchange for an executed release, its pro-rata share from the County's 80% share of Surtax revenue, and

WHEREAS, Miami-Dade County Ordinance 02-116 requires that the Town, on an annual basis, apply at least twenty (20) percent of any Surtax proceeds received to transit uses in the nature of circulator buses, bus shelters, bus pullout bays or other transit-related infrastructure. Any City that cannot apply the twenty (20) percent portion of Surtax proceeds it receives as provided in the preceding sentence, may contract with the County for the County to apply such proceeds on a County project that enhances traffic mobility within that City and immediately adjacent areas.

WHEREAS, if the Town cannot expend such proceeds in accordance with either of the preceding sentences, then such proceeds shall either carry over and be added to the overall portion of surtax proceeds to be distributed to the Cities in the ensuing year and shall be utilized solely for the transit uses;

and

NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the Town agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended.
- 1.2 "Administrative costs" shall be defined as overhead expenses which are not readily attributable to any one particular project funded in whole or in part by the transit surtax funds.
- 1.3 "BCC" shall mean the Miami-Dade County Board of County Commissioners.
- 1.4 "CITT" shall mean the Citizens' Independent Transportation Trust.
- 1.5 "City" or "Town" shall mean a municipal corporation located within the geographic boundaries of Miami-Dade County, Florida. As used herein "Town" shall mean the Town of Cutler Bay, Florida.
- 1.6 "Contractor" shall mean any entity, public or private, providing public transit services as described in this Agreement under contract to the City.
- 1.7 "County" shall mean Miami-Dade County, Florida.
- 1.8 "FDOR" shall mean the Florida Department of Revenue.
- 1.9 "Eligible Cities" shall mean cities in existence as of May 2011.
- 1.10 "Fares" shall mean individual transportation fees paid by public transit passengers in accordance with a schedule of fares adopted by County Ordinance.
- 1.11 "Mayor" shall mean Miami-Dade County Executive Mayor
- 1.12 "MDT" shall mean Miami-Dade Transit and authorized representatives thereof.
- 1.13 "OCITT" shall mean the Office of The Citizens' Independent Transportation Trust and authorized representatives thereof.
- 1.14 "Project" shall be defined as transportation and transit projects including operation and maintenance thereof, funded in whole or in part by surtax proceeds.
- 1.15 "Program" shall be defined as transportation and transit projects including operation and maintenance thereof, funded in whole or in part by surtax proceeds.
- 1.16 "Surtax Proceeds" shall mean the funds collected and received by the FDOR from the imposition of the Charter County Transit System Sales Surtax, less the FDOR's cost of administration.
- 1.17 "The Trust" shall include the Citizens' Independent Transportation Trust, and authorized representatives thereof.

ARTICLE 2 TERMS

2.1 TERMS OF AGREEMENT

This agreement shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by the Board of County Commissioners.; and (2) approval by the Commission or Council of Town. This agreement shall remain in force for one (1) year thereafter or until all other municipalities in Miami Dade County and the County have each approved a new or revised agreement including the same terms and conditions as are contained herein.

2.2 TERMINATION

This Agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within the notice period, in which case the terminating party may cancel the termination notice using the same means by which the notice of termination was delivered.

2.3 The County may suspend or terminate the dispersing of surtax proceeds to the Town if there is a breach of this Interlocal Agreement until such breach is cured.

2.4 The County reserves the right to cancel unilaterally this Agreement for refusal by the Town, after notice to cure by the County, to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

ARTICLE 3 ACCOMPLISHMENT OF PROJECTS

Submission of Proceedings, Contracts and Other Documents: The Town shall submit to the CITT and/or OCITT such data, reports, records, contracts and other documents relating to the program as the CITT or OCITT may request. On a quarterly basis, the Town shall provide to the OCITT a report regarding the implementation of the projects funded in whole or in part by surtax proceeds. This information is due to the OCITT no more than ten (10) working days after the quarter end.

ARTICLE 4 ACCOUNTING RECORDS

- 4.1 Establishment and Maintenance of Accounting Records: The Town shall maintain for projects or programs, in conformity with requirements of "Principles for State and Local Governments," separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "program account". Documentation of the program account shall be made available to the CITT upon request any time during the period of the Agreement.
- 4.2 By October 1 of each year, Town shall, in order to be eligible to receive a portion of the Municipal Share for the ensuing year, certify to County that: i) for the current fiscal year it is providing at least the same level of general fund support for transportation that the Town provided in the Towns Fiscal Year 2006-2007, and ii) it is using the current year's portion of the Municipal Share received in accordance with this Agreement. Such certification shall include a certified copy of Town's budget for the current fiscal year, together with a list of the projects (including ongoing or completed projects that the Town is paying debt service on borrowed funds) on which the current year's portion of the Municipal Share received is being expended. If Town fails to meet the certification requirements, after being given a reasonable opportunity to correct any deficiencies, the amount equal to the pro rata portion of the Municipal Share Town is to receive in the ensuing year shall not be distributed to Town and shall be returned to or retained by County.
- 4.3 Funds Received or Made Available for Projects: The Town shall appropriately record in the program account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the County pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the program, which County payments and other funds are herein collectively referred to as "program funds". The Town shall require depositories of program funds to secure continuously and fully all program funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of program funds by the County, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the County.
- 4.4 Documentation of Program Costs: All costs incurred by the program, including any approved services contributed by the Town or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

ARTICLE 5

AUDIT AND INSPECTION

- 5.1 Audit Reports: By November 1 a certified report with a disclosure of surtax proceeds expended in accordance with State law, Ordinance No. 02-116, and this Agreement followed by an independent audit report six (6) months after the fiscal year end. The Town agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the CITT, including but not limited to site visits and limited scope audits. The Town further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CITT or the Audit and Management Services Department of Miami-Dade County, the Office of the Commission Auditor, the Miami-Dade County Office of the Inspector General or an agent of the County. The Town shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three (3) years from the date the audit report is issued, and shall allow the CITT access to such records and working papers upon request.
- 5.2 Other Requirements: If an audit discloses any significant audit findings relating to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Town, the Town shall submit as part of the audit package to the CITT a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Town shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.
- 5.3 The Town shall permit and require its contractors to permit the County and the CITT's authorized representative to inspect all work, materials, payrolls, records, and to audit the books, records and accounts pertaining to the financing and development of the program.

ARTICLE 6

RESTRICTIONS, PROHIBITIONS, CONTROLS, AND LABOR PROVISIONS

- 6.1 Equal Employment Opportunity: In connection with the carrying out of any project, the Town shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex, sexual orientation or national origin. The Town will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of CITT assisted contracts.

The Town shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project/program, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Town shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the County setting forth the provisions of the nondiscrimination clause.

- 6.2 Title VI - Civil Rights Act of 1964: Execution of this Interlocal Agreement constitutes a certification that the Town will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Town pursuant thereto.
- 6.3 The Americans with Disabilities Act of 1990 (ADA): Execution of this Interlocal Agreement constitutes a certification that the Town will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the Federal government issued thereunder, and the assurance by the Town pursuant thereto.
- 6.4 Prohibited Interests: Neither the Town nor any of its contractors or its subcontractors shall enter into any contract, subcontract, or arrangement in connection with projects or any property included or planned to be included in the projects, in which any member, officer, or employee of the Town during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Town, the Town with prior approval of the BCC and the CITT, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Town relating to such contract, subcontract, or arrangement. The Town shall insert in all contracts entered into in connection with projects or any property included or planned to be included in any project, and shall require its contractors to insert in each of its subcontracts, the following provision: "No member, officer, or employee of the Town during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof." The provisions of this subsection shall not be applicable to any agreement between the Town and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental Town.

- 6.5 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 Environmental Pollution: Execution of this Interlocal Agreement constitutes a certification by the Town that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Town will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the CITT for any loss incurred in connection therewith.
- 7.2 Not Obligated to Third Parties: The County, the BCC Members, the CITT Members and all of the County's officers, agents, and employees shall not be obligated or liable hereunder to any party other than the Town. The Town, its council and its officers, agents and employees shall not be obligated or liable to any party other than the County or the CITT under this agreement and this agreement shall not create any right of any kind on the part of any person or entity that is not a party to this agreement.
- 7.3 When Rights and Remedies Not Waived: In no event shall the making by the County of any payment to the Town constitute or be construed as a waiver by the County of any breach of covenant or any default which may then exist, on the part of the Town, and the making of such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County with respect to such breach or default.
- 7.4 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- 7.5 State or Territorial Law: Nothing in the Agreement shall require the Town to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Town will at once notify the OCITT in writing in order that appropriate changes and modifications may be made by the County and the Town to the end that the Town may proceed as soon as possible with projects.

- 7.6 Use and Maintenance of Project Facilities and Equipment: The Town agrees that project facilities and equipment will be used by the Town to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles. The Town further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.
- 7.7 Signage: For any project funded in whole or in part by surtax proceeds, The Town shall post in a conspicuous location at the job site, structure or vehicle, a sign indicating that surtax proceeds are being used for this project.
- 7.8 Residency Requirement: For any project funded in whole or in part by surtax proceeds, the Town may not provide any preferential access accommodations or pricing based on residency.
- 7.9 Administrative Expenses: Consistent with Miami-Dade County Ordinance 06-138 the Town shall not expend more than five (5) percent of its municipal share of surtax proceeds on administrative expenses, exclusive of project management and oversight for projects funded by the surtax.
- 7.10 Contractual Indemnity: To the extent provided by law, the Town shall indemnify, defend, and hold harmless the County, the BCC Members, the CITT Members and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Town, its agents, or employees, during the performance of the Agreement, except that neither the Town, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the County or any of its officers, agents, or employees during the performance of the Agreement.
- 7.11 When the County receives a notice of claim for damages that may have been caused by the Town in the performance of services required under this Agreement, the County will immediately forward the claim to the Town. The County's failure to promptly notify the Town of a claim shall not act as a waiver of any County right herein to require the participation in or defense of the claim by the Town.
- 7.12 The County Manager or his designee shall have the authority to distribute and/or withhold surtax funds.

ARTICLE 8 AGREEMENT FORMAT

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

ARTICLE 9 EXECUTION OF AGREEMENT

This Agreement may be simultaneously executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

ARTICLE 10 RESTRICTIONS ON LOBBYING

- 10.1 Federal: The Town agrees that no surtax proceeds have been paid or will be paid by or on behalf of the Town, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federal appropriated funds have been paid by the Town to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Interlocal Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Town shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 10.2 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a State agency.
- 10.3 County: No funds received pursuant to this contract may be expended for lobbying the County.

ARTICLE 11 MODIFICATIONS AND MISCELLANEOUS PROVISIONS

All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

ARTICLE 12
FAVORED NATION STATUS

The County agrees that if, after the Effective Date of this Agreement, it enters into an agreement with any of the Eligible Cities, which is more favorable than the terms provided for in this Agreement, the Town shall be entitled to the same favorable terms as the other Eligible Cities without the need for an amendment to this Agreement.

FOR MIAMI-DADE COUNTY:
OFFICE OF THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST
c/o Executive Director, OCITT
111 NW 1 Street, Suite 1010
Miami, FL 33128
Fax: (305) 375-4605

FOR _____ OF _____:
_____ of
Office of the _____ Manager

With Copies to:

- 11.1 COMPLETE AND BINDING AGREEMENT This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 11.2 GOVERNING LAW This Agreement shall be construed in accordance with the laws of the State of Florida

IN WITNESS WHEREOFF, the parties hereto have made and executed this

Agreement on the respective dates under each signature:

ATTEST:

Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

FOR THE COUNTY:

Miami-Dade County,
a political subdivision of the State of
Florida

By its Board of County Commissioners

By: _____
County Manager

Date Executed: _____

ATTEST:

By: _____
Town Clerk

Approved as to Form and Legal Sufficiency

By: _____
Town Attorney

FOR THE TOWN OF CUTLER BAY
a political subdivision of the State of
Florida

By: _____
Town Manager

Date Executed: _____

TAB 5

RESOLUTION NO. 11-__

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A FY 2011 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) GRANT AWARD (GRANT AWARD NO. 2011-DJ-BX-3326) IN THE AMOUNT OF SIXTEEN THOUSAND THREE HUNDRED AND NINETY DOLLARS (\$16,390) APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT AGREEMENT NO. 2011-DJ-BX-3326 BETWEEN THE TOWN,; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town applied for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program from the Department of Justice through the Bureau of Justice Assistance (BJA); and

WHEREAS, BJA has awarded the Town a grant (the "Grant") in the amount of Sixteen thousand three hundred and ninety dollars (\$16,390.00); and

WHEREAS, the BJA Grant funds will be utilized to purchase automated ticket writers to assist police officers in the field with the preparation and processing of traffic citations; and

WHEREAS, the Town Council desires to accept the BJA Grant award in the amount of Sixteen thousand three hundred and ninety dollars (\$16,390.00).

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 the Grant award of Sixteen thousand three hundred and ninety dollars (\$16,390.00) from the BJA for the purpose of automating its ticket issuing and processing system.

Section 3. **Approval and Authorization.** That the Town Council hereby approves the Grant agreement in substantially the form attached hereto as the Bureau of Justice Assistance Award No. 2011-DJ-BX-3326 (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 on this _____ day of _____, 2011.

EDWARD P. MACDOUGALL, Mayor

Attest:

ESTHER COULSON
Town Clerk

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

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 _____



Community Development Department

Sandra Cuervo
Building and Code Compliance Division Manager

MEMORANDUM

To: Steven J. Alexander

From: Sandra Cuervo

Date: September 9, 2011

Re: FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG)

On July 27th, 2011, the Town submitted an application for the Edward Byrne Memorial Justice Assistance Grant (JAG). The Town was eligible for a direct award in the amount of \$16,390.00

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

The Town submitted the grant application for the purpose of automating its ticket issuing and processing system. By purchasing and deploying three E-ticket devices to its traffic enforcement officers, the Town expects to significantly increase productivity, decrease time and costs of issuing citations and improve the safety of its officers. With the automated ticket writer officers will be able to simply scan the offender's driver's license and choose the vehicle information and applicable violation from drop-down menus and, in just six to ten clicks, the citation is complete. These handheld computers link print tickets at the scene that are legible, durable, weather-proof, and most importantly, accurate.





More than half of all states permit e-ticket technology. Overwhelmingly, evidence shows that this technology increases the productivity and efficiency of officers. By deploying three devices, with the intent of expanding when funds become available, the Town hopes to increase road safety within its limits and improve the information that its officers relay to the courts.

We received notification of the award on August 22, 2011.





Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 19, 2011

Mr. Steven Alexander
Town of Cutler Bay
10720 Caribbean Blvd.
Suite 105
Cutler Bay, FL 33089-1257

Dear Mr. Alexander:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of \$16,390 for Town of Cutler Bay.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Stefanie Harris, Program Manager at (202) 305-8069; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, reading "Denise O'Donnell".

Denise O'Donnell
Director

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

August 19, 2011

Mr. Steven Alexander
Town of Cutler Bay
10720 Caribbean Blvd.
Suite 105
Cutler Bay, FL 33089-1257

Dear Mr. Alexander:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.



If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 <div>Department of Justice Office of Justice Programs Bureau of Justice Assistance</div>	Grant	PAGE 1 OF 6																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Town of Cutler Bay 10720 Caribbean Blvd. Suite 105 Cutler Bay, FL 33089-1257	4. AWARD NUMBER: 2011-DJ-BX-3326																	
	5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2014 BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2014																	
	6. AWARD DATE 08/19/2011	7. ACTION Initial																
1A. GRANTEE IRS/VENDOR NO. 020768791	8. SUPPLEMENT NUMBER 00																	
3. PROJECT TITLE Cutler Bay Interoperable communications for a disaster prone area	9. PREVIOUS AWARD AMOUNT \$ 0																	
	10. AMOUNT OF THIS AWARD \$ 16,390																	
	11. TOTAL AWARD \$ 16,390																	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																		
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.																		
15. METHOD OF PAYMENT GPRS																		
<div>AGENCY APPROVAL</div> <div>GRANTEE ACCEPTANCE</div>																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Steven Alexander Town Manager																	
17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE																
<div>AGENCY USE ONLY</div>																		
20. ACCOUNTING CLASSIFICATION CODES <table><tr><td>FISCAL YEAR</td><td>FUND CODE</td><td>BUD. ACT.</td><td>DIV. REG.</td><td>OFC.</td><td>SUB.</td><td>POMS</td><td>AMOUNT</td></tr><tr><td>X</td><td>B</td><td>DJ</td><td>80</td><td>00</td><td>00</td><td></td><td>16390</td></tr></table>	FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		16390	21. KDJUGT0731	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT											
X	B	DJ	80	00	00		16390											



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 6

PROJECT NUMBER 2011-DJ-BX-3326

AWARD DATE 08/19/2011

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 6

PROJECT NUMBER 2011-DJ-BX-3326

AWARD DATE 08/19/2011

SPECIAL CONDITIONS

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
10. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
11. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
12. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 6

PROJECT NUMBER 2011-DJ-BX-3326

AWARD DATE 08/19/2011

SPECIAL CONDITIONS

13. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- New construction;
- Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

14. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
15. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 6

PROJECT NUMBER 2011-DJ-BX-3326

AWARD DATE 08/19/2011

SPECIAL CONDITIONS

16. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
17. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
18. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
19. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
20. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
21. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
22. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
23. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



Department of Justice
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**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 6

PROJECT NUMBER 2011-DJ-BX-3326

AWARD DATE 08/19/2011

SPECIAL CONDITIONS

24. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
25. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
26. The recipient agrees expeditiously to obtain active registration with the Central Contractor Registration (CCR) database, and to notify the program office in writing of its registration. Following satisfaction of this requirement, a Grant Adjustment Notice will be issued to remove this special condition.
27. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
28. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Abstract portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Town of Cutler Bay

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

 <div>Department of Justice Office of Justice Programs Bureau of Justice Assistance</div>	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
	Grant	
	PROJECT NUMBER 2011-DJ-BX-3326	PAGE 1 OF 1
This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.		
1. STAFF CONTACT (Name & telephone number) Stefanie Harris (202) 305-8069	2. PROJECT DIRECTOR (Name, address & telephone number) Sandra Cuervo Building and Code Compliance Division Manager 10720 Caribbean Blvd. Suite 105 Cutler Bay, FL 33089-1257 (305) 234-4262	
3a. TITLE OF THE PROGRAM FY 2011 Justice Assistance Grant Program		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT Cutler Bay Interoperable communications for a disaster prone area		
5. NAME & ADDRESS OF GRANTEE Town of Cutler Bay 10720 Caribbean Blvd. Suite 105 Cutler Bay, FL 33089-1257	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2010 TO: 09/30/2014	8. BUDGET PERIOD FROM: 10/01/2010 TO: 09/30/2014	
9. AMOUNT OF AWARD \$ 16,390	10. DATE OF AWARD 08/19/2011	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation). The Town of Cutler Bay will utilize the JAG funds to enhance their communication with neighboring municipalities and other government entities. Funds will be used to purchase rugged laptops to facilitate interconnection of radio signals; radios to ensure communication during emergency; and		

VOIP Interoperability equipment to facilitate connection of various radio signals. NCA/NCF

TAB 6

RESOLUTION 11-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, URGING INSURANCE COMPANIES TO PROVIDE LOWER PREMIUMS TO RESIDENTS OF JURISDICTIONS PROVIDING FOR AUTOMATED RED LIGHT SAFETY TECHNOLOGY; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, like many other municipalities and counties throughout the State of Florida, the Town of Cutler Bay believes automated red light safety technology is an effective tool for creating safer roads and reducing the number of vehicular collisions, fatalities and injuries, thereby lowering the number of insurance claims; and

WHEREAS, a 2011 study conducted by the Insurance Institute for Highway Safety concluded that automated red light safety technology saved 159 lives from 2004 to 2008 in 14 of the largest metropolitan areas in the nation; and

WHEREAS, based on the study conducted by the Insurance Institute for Highway Safety and other statistical data, the Town Council urges insurance providers within the State of Florida to offer a reduced rate to consumers residing in jurisdictions that utilize automated red light safety technology; 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. Insurance Providers Urged. The Town Council hereby urges insurance providers within the State of Florida to offer a reduced rate to consumers residing in jurisdictions that utilize automated red light safety technology.

Section 3. Transmittal. The Town Clerk is hereby authorized to transmit this Resolution to the Governor, the Florida Office of Insurance Regulation, the Florida League of Cities, Miami-Dade County League of Cities, insurance providers throughout the State of Florida, and municipalities and counties implementing or contemplating the implementation of automated red light safety technology.

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 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 7

RESOLUTION 11

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR WEBSITE REDESIGN AND REDEVELOPMENT; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current website for Town of Cutler Bay (the “Town”) was launched in 2006 and redesigned the site to its current version in 2007; and

WHEREAS, the town desires to seek proposals from vendors to redesign the town’s current website so that audiences served by the town’s website can easily navigate and access information and the town provide more interactive services to be more engaging to the community; and

WHEREAS, a Request for Proposals for website redesign and redevelopment attached as Exhibit “A” was developed in order to obtain sealed competitive bids from potential vendors; and

WHEREAS, Ordinance 06-22 requires the town manager to obtain authorization from the town council to advertise solicitations for bids and proposals prior to advertising the solicitation.

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

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

Section 2. Authorization. The town manager is authorized to advertise and issue a Request for Proposals for the redesign of the town’s website and to negotiate and enter into an agreement with the top-ranked bidder.

Section 3. Effective Date. This resolution shall be effective 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 Sue Loyzelle	_____
Councilmember Mary Ann Mixon	_____



TO: Honorable Mayor and Councilmembers

FROM: Esther B. Coulson, Town Clerk

COPY: Mitch Bierman and Chad Friedman, Town Attorneys
Steve Alexander, Town Manager

DATE: September 12, 2011

SUBJECT: **WEBSITE REDESIGN AND REDEVELOPMENT REQUEST FOR PROPOSALS**

At the June 13, 2011 town council's workshop, the council directed the town clerk to expedite the initiation of improving the town's website and issue a request for proposals for website services.

Town staff recently met to provide input and address the departments' needs for easier access and improved interaction with the community.

Recognizing the council's previously adopted strategic goals to enhance the town's website and to obtain response on its accessibility and usefulness, the town clerk recommends that the council adopt the proposed resolution.



**REQUEST FOR QUALIFICATIONS
TOWN OF CUTLER BAY
WEBSITE REDESIGN AND MAINTENANCE
RFQ# 11-09**

**SECTION # 1
INTRODUCTION**

The Town of Cutler Bay is seeking proposals of an experienced website design respondent to redesign and maintain the town's website and provide hosting options and/or hardware and software requirements for self-hosting. Respondents should create a website based on a visual design that is already developed, using content that is already complete and organized. The final design must permit the town's non-technical staff to modify content as needed. The town aims to improve navigation, efficiency and usefulness, and allow for easy access by the residents, staff and other users and is looking for original and creative elements to be used throughout the website that will reflect the town's main adopted goals and recommendations.

The town intends to execute an agreement with selected contractor(s) to provide such services. The town guarantees that all of the services identified in this RFQ will be assigned to the vendor during the term of the agreement.

1.1 SCHEDULE OF EVENTS

No	Event	Date*	Time* (EST)
1	Advertisement/distribution of RFQ and cone of silence begins.	9/26/11	9:00 A.M.
2	Mandatory Pre-Bid Meeting	10/11/11	10:00 A.M.
3	Deadline to submit questions	10/14/11	5:00 P.M.
4	Deadline to town responses to questions	10/21/11	5:00 P.M.
5	Deadline to submit RFQ response	10/28/11	11:00 A.M.
6	Announcement of Short List Firms	11/2/11	4:00 P.M.
7	Oral Presentations	11/4/11	10:00 A.M.- 3:00P.M.
6	Announcement of selected contractors/cone of silence ends	TBA	TBA

*The town reserves the right to change the scheduled dates and time.



1.2 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the contractor must meet all legal, technical and professional requirements for providing the requested services.

The respondents shall furnish such additional information as the town may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the system and/or services. The town reserves the right to make investigations of the respondents' qualifications or any of its agents, as it deems appropriate.

1.3 ADDENDA

If the town finds it necessary to add to or amend this document prior to the response submittal deadline, the town will issue written addenda/addendum. Each contractor must acknowledge receipt of each addendum by signing the acknowledgement (Appendix A) and providing it with its response.

1.4 CERTIFICATION

The signer of the response to this RFQ must declare by signing Appendices A and B that the person(s), firm(s) and parties identified in the response are interested in and available for providing the services; that the response is made without collusion with any other person(s), firm(s) and parties; that the response is fair in all respects and is made in good faith without fraud, and that the signer of the cover letter of the response has full authority to bind the person(s), firm(s) and parties identified in the response.

1.5 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the town in connection with responses shall become property of the town and shall be deemed to be public records subject to public inspection.

1.6 RETENTION OF RESPONSES

The town reserves the right to retain all responses submitted and to use any ideas contained in any response, regardless of whether that contractor is selected.

1.7 QUESTIONS AND CLARIFICATIONS:

All requests for information and/or clarification should be submitted in writing by DATE AND TIME to:

Town of Cutler Bay
Town Clerk's Office
Attention: RFQ # 11-09



Town of Cutler Bay Website Redesign and Maintenance
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
Phone: (305) 234-4262 / Fax: (305) 234-4251
Email: townclerk@cutlerbay-fl.gov

1.8 TOWN AUTHORITY

Proposals will be selected at the sole discretion of the town. The town reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered.

1.9 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

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

Vendors' Campaign Contribution Disclosure:

1. General requirements:
 - (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the town clerk, stating all contributions made that were accepted by an elected official of the town, the official to whom they were made and the date they were made. The town clerk may develop a form to be used by vendors for such disclosure.
 - (B) The disclosure shall be filed prior to and as a condition of the award of any town contract to the vendor.
 - (C) The town clerk shall inform the council of any disclosures which were made in relation to any items before the council prior to the hearing on the item or prior to the award of the contract.
 - (D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.
 - (E) The town clerk shall file a quarterly report with the council, which lists all the vendor disclosures in the quarter.
2. Disqualification
 - (A) As per Section 7.6 of the Town Charter, if a vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a town candidate and fails to disclose it then he/she/it shall be



barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

1.10 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of town "Cone of Silence" are applicable to this transaction. Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, made applicable to the town pursuant to Section 2-11(t) (4) thereof, there shall be a "Cone of Silence" associated with this solicitation. The entirety of these provisions can be found in the town's Purchasing Ordinance 09-12. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between a potential vendor, service provider, proposer, bidder, lobbyist, or contractor; and the town council, town's professional staff including, but not limited to, the town manager and his or her staff, any member of the town selection or evaluation committee.

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

The cone of silence shall not apply to:

- (1) oral communications at mandatory pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the town council during any duly noticed public meeting;
- (4) communication in writing at any time with any town employee, unless specifically prohibited by the applicable RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the town clerk. The town clerk shall distribute all such written communications to all prospective proposers for the subject RFP for whom the clerk has contact information;
- (5) communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the town's purchasing agent or town employee designated responsible for administering the procurement process for such RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document:
 - (A) communications with the town attorney and his or her staff solely regarding matters of legal process and procedure;
 - (B) duly noticed site visits to determine the competency of bidders regarding a



- particular bid during the time period between the opening of bids and the time the town manager makes his or her written recommendation;
- (C) any emergency procurement of goods or services pursuant to town code;
 - (D) responses to the town's request for clarification or additional information which shall be addressed to the town clerk or the town's purchasing agent or the town employee designated responsible for administering the procurement process for such solicitation;
 - (E) contract negotiations during any duly noticed public meeting;
 - (F) communications to enable town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or contractor and any member of the town professional staff including, but not limited to, the town manager and his or her staff are in writing or are made at a duly noticed public meeting;
 - (G) communications to enable town manager to answer specific questions from the town council at any time regarding any RFP, RFQ or bid process or award.

Violations of any of the above section(s) by a particular bidder or proposer shall render any RFP award or bid award to said bidder or proposer voidable by the town council and/or town manager. Any person who violates a provision of this section may be prohibited from serving on a town selection or evaluation committee.

Please contact the town attorney for any questions concerning cone of silence compliance. Violation of the cone of silence by a particular bidder or proposer shall render any RFQ award, RFP award or bid award to said bidder or proposer voidable by the town council and/or town manager.

1.11 LOBBYIST REGISTRATION

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

SECTION # 2 **SERVICES NEEDED BY THE TOWN**

2.1 GENERAL BACKGROUND

The Town of Cutler Bay is located in southeast Miami-Dade County and is approximately 10 square miles with a population of 42,000. The Town of Cutler Bay, a Florida municipal corporation, hereinafter referred to as "town", is actively seeking the services of an experienced website design respondent to redesign and maintain the town's website and provide hosting options and/or hardware and software requirements for self-hosting.



While pursuing this RFQ process, the town reserves the right to award contracts to vendors who will best serve the interests of the town and whose responses are considered by the town to be the most responsive and most responsible.

The town reserves the right to accept or reject any or all responses, based upon its deliberations and opinions. In making such determination, the town reserves the right to investigate the financial capability, integrity, experience and quality of performance of each contractor, including officers, principals, senior management and supervisors as well as the staff identified in the response.

The town also reserves the right to waive minor variations or irregularities in the responses.

[SPACE LEFT BLANK INTENTIONALLY]



2.2 SCOPE OF SERVICES

The Town of Cutler Bay (town) is interested in obtaining proposals from qualified, licensed and bonded contractors (CONTRACTOR), to provide website redesign and maintenance services as described in the technical specifications, listed below:

I. SPECIFIC AREAS OF FUNCTIONALITY REQUIRED:

- A. Migrate content from existing site and specialty pages associated (*Going Green* and *Kids* pages located under “Your Government”).
- B. Department home pages that are able to display three moving graphics as a header of the page, that when clicked, open a full size of the graphic in a new window.
- C. Static navigation bars at the top of each page. This bar needs to have capabilities to have new navigation elements added and deleted as needed.
- D. Perform document and link checking for entire site. Prepare inventory of any broken links and repair them.
- E. The product shall be developed such that non-technical staff can add various types of files to the content including but not limited to PDF, graphic, audio, and video files, as well as text, photos and links. Non-technical staff shall also have the ability to edit or delete existing content.
- F. There is a navigation menu down the left side of each page. These menus need to be able to have new navigation elements added and deleted as needed. Respondents should be able to utilize existing content and create new areas as seen below:

PROPOSED NAVIGATION MENU (once links are selected, they are highlighted in groups on the left so as to view all content located under the link).

- About the Town of Cutler Bay (alongside featuring the highlights of the town)
 - History
 - Maps
 - Schools
 - Parks
 - Town Demographics
 - Economic Development
- Town Council (alongside a photograph of the entire council)
 - Town Councilmembers, names, and headshots (goals)
 - Councilmember’s link (bio, contact information, and terms)
 - Individual newsletters for distribution within appointed district(s)



- Councilmembers' meetings within the district at a common place on the town's status and activities
- - Council Meeting Notices
 - Council Meetings Dates
- Town Council Committees (alongside list of advisory committees)
- Town Council Elections
- Departments (alongside menu of town agencies)
 - Organizational Chart
 - Town Manager
 - Community Development
 - Building and Permitting
 - Code Enforcement
 - Planning and Zoning
 - Finance
 - Human Resources
 - Parks
 - Public Works
 - Stormwater Utility
 - Town Attorney
 - Town Clerk
 - Town Charter
 - Agendas
 - Ethics
 - Town Committees' Application Process and Policies
 - Meeting Information and Schedule
 - Municipal Code
 - Public Records Requests
 - Ordinances and Resolutions
 - Minutes
- Current Information
 - FY Budget
 - Summer Program Guide (if applicable)
 - Meetings
 - Events - town-sponsored (such as garage sales, annual founders day)
 - Events - community-related (with the ability for live-broadcast events, periodical town newsletters)
- Bids/RFP/RFQ Information
 - Current Bids (with the ability to host large or unlimited amounts of documents related to current bid)
 - Past Bids Archive
 - Create page for registration of potential bidders to download material, ability to be notified of future prospects, and penalty information (for future integration with Demandstar by Onvia®).



- Quick Access Portals
 - Residents
 - Lost Pet Reports
 - Visitors
 - Local Attractions
 - Business Tax License Information
 - GovQA Service Requests
 - Garbage Collection Information
 - Zoning Information
 - Government Links (Town, County, State and Federal)
 - Customer Service
 - Contact Us
 - Comments Questions
- View FAQs (should display questions in order of popularity, categorized by department and easily found)
 - Information on Town Services
 - Schedules, Hours of Operations
 - How-Do-I Questions
- Emergency Preparedness
 - Hurricane Preparation
 - Emergency Information
 - Alerts
 - Other Government Links (FEMA, NOAA, Miami-Dade OEM, etc.)
- Document Center (Searching Capabilities Available)
 - Applications and Forms (forms should be able to be submitted through the site and available on each department page.)
 - Budget/Business Plans
 - Charrettes
 - Comprehensive Plans
 - Town Charter
 - Citizen Survey/Results
 - Legal Disclaimer/Policies
- Cutler Bay Town Center
 - Information for Tenants
 - Leasing Information
 - Forms for Services

II. COMMUNITY OUTREACH

A. Create Alert System

- Communicating with the public on bulletins, blogs, press releases, and updates
- E-mail notification system (Opt-In Service) for citizens to receive e-mail alerts, text message notifications and Really Simple Syndication (RSS) Feeds about postings to the site including: advance emergency alerts, town-related news items, calendars, and events



- Immediate News (road closures, bus routes addition or deletions, weather, etc)
- Media Listing (television, radio, newspapers promoting the website) to market town's events
- Miami-Dade County's Government Information Center 3-1-1 link - a convenient way for citizens to get answers on government services

B. Host Citizen's Feedback Area

- Accessible to people with disabilities (visually impaired) and bi-lingual
- Citizens' Request Tracker- GovQA (lost pet reports, community garage sales, records requests)
- Comments/Suggestions
- Community Involvement Information
- Citizens' Forums and/or Council Open House Sessions
- Online interactive services (virtual meetings, webinars on town services)
- Surveys and Opinion Poll to evaluate the town's performance and residents' needs (available at town meetings)

III. CONTENT MANAGEMENT AND CONSISTENCY

- A. Backgrounds, layout/alignment, case, colors, type face, type size, and type color (fonts and spacing) are to be the same and follow a published standard and text, links and background color on all pages as one default.
- B. Every page displays the official town logo which includes a link back to home page and original navigation menu.
- C. All pages are formatted to be printer friendly.
- D. Continuity from page to page to allow for referencing and linking.
- E. Templates for site home page, department home pages, service pages.
- F. Graphics within the site will link to full-size versions, and there should be a master photo gallery containing all photos on the site.
- G. Automatic archiving of all site information indexes nightly to be included in search results the following day.

IV. DATE-DRIVEN AGENDAS AND EVENTS (PAST OR RECURRING)

- A. Include "date published" on the website to reflect when it was last updated (home and link page).
- B. Capability to schedule content to become displayed at a future date, have content archived at a future date, have content deleted at a future date.



EXAMPLE:

- News and Press Releases- keep only the current news items displaying on that page and older news links to roll off this page, and
- Scheduled Hosting- news item prepared on a Friday that needs to be posted that Sunday. A staff person needs to be able to put the item on the website Friday, but the website will not display the item until Sunday.

C. Automatic deletion of past events to then be indexed.

D. Integration of a calendar function to archive and streamline event notices.

V. SITE CAPABILITIES

- A. Online forms: capability of submissions of records request, employment applications, preliminary building permit applications, and summer camp registration.
- B. Opt-In Services for newsletters, garage sales, and capability for future resident communication.
- C. Search function for entire site and documents with keywords including within Acrobat files that contain text information (i.e. not scanned material).
- D. Availability of E-Payments, E-Permit, and E-Filing integration for future functionality (The town currently uses Eden from Tyler Technologies).
- E. Statistics (to be kept and made available for internal use).
- F. Generate reports on the number of hits, hits by day and hour, entry and exit pages and other appropriate measures.

VI. TWENTY-FOUR HOUR TECHNICAL SUPPORT, RESPONSE TIME AND SOLUTIONS TO PROBLEMS

- A. An assigned webmaster/coordinator to develop, collect, monitor, and be a point of contact for the coordination and submittal of materials, updates and changes for the website.
- B. Established timelines for non-emergency requests (as needed within 48 business hours), emergency content updates (as needed within eight hours of receipt with notification of emergency need), and troubleshooting (as they occur within eight hours of initial report).
- C. Automatic Software and Module Updates.



- D. Future technologies to improve communications with residents (mobile-friendly website, iPad viewing, etc.).
- E. Respondents will identify an action plan, schedule, preliminary costs and hourly rates (as needed) for contracted work.
- F. Respondents must provide technical assistance and end-user training and support for the first year of the contract, and on an as needed basis with an option to renew the contract annually.
- G. Be available for monthly meetings to discuss upcoming events/updates with town representative.

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SECTION # 3

RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Six (6) signed (one original and five (5) photo copies) responses shall be submitted in one sealed package, clearly marked on the outside "RFQ #11-09, Website Redesign and Maintenance". The outside of the sealed envelope shall also show the name of the prime contractor.

All sealed qualification packages must be received at the receptionist's desk in the town hall located at 10720 Caribbean Boulevard, Suite 105, Cutler Bay, FL 33189, by **Friday, October 28, 2011 at 11:00 A.M.**, at which time their receipt will be publicly documented by the town clerk or his/her designee(s).

All responses must be received by the town clerk by the due date and time. All responses received after the due date and time will not be considered.

3.1 RESPONSE (QUALIFICATION PACKAGE) PREPARATION

Each contractor shall submit one (1) original and five (5) bound photocopies of each response. Each response shall be limited to eighteen (18) pages (paper size 8.5"x11,"printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the certificates and Appendices A, B and C. The sections shall follow the order given on the next page. The eighteen (18) page limit is for items one to 11 below (no material other than that listed in this section shall be included in the response):

1. A **one-page** cover letter indicating the contractors' interest in providing the services to the town and a statement on why the contractor should be selected for the award. The letter shall include the name of the prime contractor and those of the subcontractors, explanation of the type of contractual agreement between them, if different from that of prime and subcontractor. A representative who is authorized to contractually bind the contractor shall sign the letter.
2. A **one-page** table of contents identifying the sections and page numbers.
3. A **one-page** cost for services, as detailed in Section # 2 – Scope of Services (pages seven through 12).
4. A **one-page** history of all the contractor(s).
5. **Up to six (6), one-page** resumes of the persons, including the project manager that will be assigned to the town projects, if the town selects the contractor.
6. A **two-page** a table showing all current and recently completed private and public (local municipal, county, regional and state) sector clients of all the contractors. The table shall include for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each client.
7. A **two -page** narrative on projects completed on time and in budget after January 1, 2005.



8. **Up to three (3), one-page** description of projects providing services similar to those identified in the scope of services over the six (6) years. Emphasis shall be given to municipal projects in Florida.
9. **Up to two (2), one-page** copies of any press articles, profiles, commendations, awards etc. with emphasis given to municipal projects completed in the State of Florida.
10. **Three (3) pages** completed on Appendices A, B and C.
11. Proofs of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting firms.

3.2 RESPONSE EVALUATION CRITERIA

The selection committee will evaluate the responses based on the criteria listed below:

1. Website Designs

Highly Advantageous: prior website designs consistently incorporate all of the elements that the town desires on its own website to have, including visual appeal and user-friendly navigation; is cost effective and the scope of work demonstrates that the firm has a comprehensive understanding of the town's objectives.

Advantageous: prior website designs incorporate most, but not all, of the elements that the town desires on its own website to have at a reasonable cost.

Not Advantageous: prior website designs incorporate only some of the elements that the town desires its own website to have at a cost.

Unacceptable: prior website designs do not demonstrate an ability to accomplish the town's objectives at a high cost.

2. Content Management System Proposal

Highly Advantageous: proposal incorporates all of the elements described in the town's scope of work guidelines, including the means for users of all skill levels to update assigned sections of the website.

Advantageous: proposal incorporates most, but not all, of the elements described in the town's scope of work guidelines and project approach appears adequate to accomplish most of the town's objectives in a reasonable manner

Not Advantageous: proposal incorporates only some of the elements described in the town's scope of work guidelines.

Unacceptable: proposal does not incorporate the elements described in the town's scope of work guidelines.

3. Capacity to Complete Project in a Timely Manner

Highly Advantageous: Proposed timeline for completion of priority project is very rapid and meet deadlines given the proposed scope of work and project approach.



Highly Advantageous: Proposed timeline for completion sometimes rapid, and reasonable, given the proposed scope of work and project approach.

Advantageous: Proposed timeline for completion of project adequate, and reasonable, given the proposed scope of work and project approach.

Unacceptable: Proposed timeline for completion of project is inadequate and unreasonable, given the proposed scope of work and project approach.

4. Experience, Past Performance and References

Highly Advantageous: Six or more years of related experience with municipalities with more than five favorable references on similar projects.

Advantageous: More than three, but less than six, years of related experience some with a municipality with between three and five favorable references on similar projects.

Not Advantageous: Less than three years of related experience with one or two favorable references on similar projects.

Unacceptable: No related experience and no favorable reference on similar projects.

5. Proposed Scope of Work and Project Approach

Advantageous: Proposed scope of work and project approach appears adequate to accomplish most of the town's objectives in a reasonable manner.

Not Advantageous: Proposed scope of work and project approach appears adequate to accomplish some of the town's objectives in a reasonable manner.

Unacceptable: Proposed scope of work and project approach does not demonstrate an ability to accomplish the town's objectives.



Points shall be assigned based on the criterion below:

CRITERIA	MAX POINTS
Website Knowledge, Proficiency and Pricing	25
Content Management System Proposal	25
Ability to Commence and Complete Work Timely to Town Standards	25
Government Experience, Past Performance and References	10
Credentials and Accomplishments	10
Responsiveness and Compliance with Submission Requirements (complete and thorough)	5
TOTAL	100

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SECTION # 4 **OTHER CONDITIONS**

3.3 TERM OF ENGAGEMENT

Two (2) years with the option to extend the contract for an additional two-one (1) year term. The town may terminate the agreement with sixty (60) days notice without giving any reason.

3.4 PERMITS, TAXES, LICENSES

The contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

3.5 LAWS, ORDINANCES

The contractor shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract. Additionally, selected contractor will be responsible to perform both national/local criminal background checks for **ALL** on-site personnel.

The proposer shall meet accessibility laws and confirm to current American with Disabilities Act standards when developing the website.

3.6 INSURANCE

Prior to execution of an agreement with the town, the successful contractor shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful contractor has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the town's representative. Compliance with the foregoing requirements shall not relieve the successful contractor of its liability and obligations under the agreement.

The successful contractor shall maintain during the term of the agreement, standard Professional Liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence.

The successful contractor shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of two million dollars (\$2,000,000) per occurrence to protect it and the town from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful contractor or by anyone directly employed by or contracting with the successful contractor.



The successful contractor shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five hundred thousand dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the successful contractor or by anyone directly or indirectly employed by the successful contractor.

The successful contractor shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

The contractor shall also maintain other required insurance coverage specific to the services to be provided.

3.7 NEGOTIATIONS

Other fees negotiated will be for the underlying contracts and will be negotiated in accordance with Florida Statutes.

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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 numbers.
- 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): _____

Title: _____

Contractor: _____

Date: _____



APPENDIX B

NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____ being first duly sworn, deposes and says

that:

(1) He/she is the, (owner, partner, officer, representative or agent) of:

_____ the contractor that has submitted the attached proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

(3) Such proposal is genuine and is not a collusive or a sham proposal;

(4) Neither the said contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other contractor or person to submit a collusive or sham response in connection with the work for which the attached proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any contractor or person to fix this proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Town of Cutler Bay, or any person interested in the proposed work;

Signed, sealed and delivered
In the presence of

By: _____

(Printed Name)

(Title)

(Appendix - B Page 1 of 2)



APPENDIX B - CONTINUED

ACKNOWLEDGMENT

State of _____

County of _____

On this _____ day of _____, 2011, before me, the undersigned

Notary Public of the state in which the applicant's principal place of business is located personally appeared _____

And whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE: _____

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath. or
o Did not take an oath.

(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 _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

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

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

(Printed Name)

(Title)

(Appendix - C Page 2 of 3)



APPENDIX C - CONTINUED

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 2011, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

O Personally known to me, or
o Produced identification:

(Type of Identification Produced)

o Did take an oath. or
o Did not take an oath.

(Appendix - C Page 3 of 3)

TAB 8

ORDINANCE NO. _____

**AN ORDINANCE OF THE TOWN OF CUTLER BAY,
FLORIDA, CREATING A BUILDING PERMIT AMNESTY
PERIOD BY CREATING A LIMITED EXCEPTION FROM
CODE ENFORCEMENT CIVIL PENALTIES AND LIENS
FOR BUILDING CODE VIOLATIONS UPON A
HOMEOWNER'S COMPLIANCE WITH THE BUILDING
CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of County Commissioners of Miami-Dade County, Florida adopted Miami-Dade County Resolution No. R-637-11 urging municipalities in Miami-Dade County to adopt legislative measures creating an exception from civil penalties and fees upon a homeowner's compliance with the Florida Building Code, similar to those adopted by Miami-Dade County, and to report the same to the County upon adoption,

WHEREAS, the Mayor and Town Council of the Town of Cutler Bay, Florida (the "Town") desire to adopt a limited exception from code enforcement civil penalties when a homeowner applies for after-the-fact approval for work done without a building permit,

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

Section 1. **Recitals Adopted.** That the above-stated recitals are hereby adopted and confirmed.

Section 2. **Waiver of Civil Penalties.** The Town shall waive any and all code enforcement civil penalties provided for in Town Ordinance 11-01 and shall release any and all liens for said civil penalties that relate to the enforcement of the Florida Building Code or the Town's Zoning Code in connection with work performed on an owner-occupied dwelling or a structure that is accessory to the owner-occupied dwelling. The applicant who applies for said waiver must:

- (a) Apply for, within the amnesty period, all required development approvals, including building permits, to bring the structure into compliance with the Florida Building Code and the Town Code, as applicable and pay all associated fees. The application shall also state that it is an application for amnesty.
- (b) Obtain and pass final inspection on all required development approvals within the time permitted by the Florida Building Code and the Town Code, as applicable, and, in any event, no more than two years from the effective date of this ordinance.
- (c) Pay all of the Town's actual administrative costs, as defined in Town Ordinance 11-01, in connection with any prior code enforcement action, including the cost of recoding a release of lien, if applicable.

Section 3. Effect on Code Enforcement Action. The Town shall not bring any code enforcement action for any violations that are the subject of an open and unexpired development approval and application for amnesty pursuant to this ordinance, unless the code violation has not been brought into compliance within two years of the date of this ordinance.

Section 4. Effect on Building Permit and Other Fees. This ordinance shall have no effect on the required fees for development approval including, but not limited to, any fees or double fees provided for in Town Resolution 08-67 or other applicable law.

Section 5. Definition of Homeowner. For purposes of this ordinance, a homeowner shall be a natural person with legal or equitable ownership of an owner-occupied residential structure.

Section 6. Definition of The Amnesty Period. The amnesty period shall commence on the effective date of this ordinance and shall end six months thereafter.

Section 7. Limit on Applicability. This ordinance shall not apply in the event that the Town has requested authorization to bring further enforcement action or commenced an action to enforce an order of the Code Enforcement Special Magistrate, including, but not limited to, an action for injunctive relief, foreclosure, or money judgment. This ordinance shall not serve as a defense against any such action or against any other action that is not brought in violation of this ordinance.

Section 8. Implementation. The Building Official is hereby directed to implement the necessary procedures and to develop the necessary documents to give effect to the intent of this ordinance.

Section 9. 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 10. 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 11. Inclusion in the Code. It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall not be codified in the Code of the Town of Cutler Bay.

Section 12. 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 9

ORDINANCE NO. ____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR MOBILE FOOD SERVICES OPERATIONS SPECIAL EVENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) Code of Ordinances (the “Town Code”) currently allows special events within the Town; and

WHEREAS, the Town considers mobile food operations to be special events and desires to further regulate such operations 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; and

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. Mobile Food Services Operations Special Events Ordinance. The Town Council hereby adopts the following Ordinance as follows:

(A) Intent.

The intent of this Ordinance is to establish a formal process and standards to relating to mobile food service operators within the Town.

(B) Definitions.

Mobile Food Service Operation – The preparation/cooking, serving and/or sale of food conducted from ~~a portable stand~~, vehicle or trailer. Each individual ~~portable stand~~, vehicle, or trailer shall be considered a mobile food service operation.

(C) Mobile Food Service Special Event (MOFSE).

A Mobile Food Service Operation(s) is only allowed as part of a permitted special event. A special event consisting of a concentration of Mobile Food Service Operation(s) shall be permitted without a public hearing provided:

- (1) The MOFSE shall be limited to two (2) per month ~~one (1) per week~~ at the same location ~~per calendar year~~.
- (2) The MOFSE shall be permitted to operate in all nonresidential zoning districts. No ~~Mobile Food Service Operations~~ MOFSE shall operate within two (2) blocks of a school on weekdays from 7:30 a.m. to 5:00 p.m.
- (3) The MOFSE shall be operated no later than 10:00 p.m. on weekdays, midnight on weekends. Up to four days per calendar year, a MOFSE may operate until midnight on a weekday, provided that it occurs on a holiday, and provided that these four dates are included as part of the schedule of events provided in the application and are indicated on the certificate of use.
- (4) The MOFSE shall not be permitted to sell alcoholic beverages.
- (5) In the event ~~of erection of~~ there are temporary structures or stages, the MOFSE shall obtain a building permit from the Town. Temporary structures or stages shall meet the requirements set forth in the Florida Building Code, as amended from time to time.
- (6) A certificate of use shall be obtained for each MOFSE site on an annual basis.
- (7) A certificate of use package for the MOFSE ~~sites~~ shall be obtained, completed and submitted to the Town's Department of Community Development. The complete package shall include all of the following information:
 - (7.1) Notarized letter from property owner of record authorizing the MOFSE described in the application package and designating a MOFSE Coordinator and an alternate;:-
 - (7.2) Written waivers of objection from eighty (80) percent of the owners or residents of residentially zoned properties within one thousand (1,000) feet. The Director shall not count unoccupied properties in calculating the eighty (80) percent;:-
 - (7.3) Schedule of events;:-
 - (7.4) Notification and sign-off from the Town ~~of Cutler Bay~~ Police Department;:-
 - (7.5) A traffic safety and security plan;:-
 - (7.6) Narrative from applicant describing the hours of operations, estimated public attendance, and description of any amenities provided;:-

- (7.7) Copies of State licenses of each of the individual Mobile Food Service Operations participating;
- (7.8) The maximum number of individual Mobile Food Service Operations which may be present at the MOFSE. This maximum number shall be indicated on the certificate of use;
- (7.9) Site Plan or survey indicating the following, which shall consider the MOFSE's estimated public attendees and maximum number of individual Mobile Food Service Operations:
 - (a) General placement of the individual Mobile Food Service Operations.
 - (b) Location of refuse facilities, if not hauled away by the individual Mobile Food Service Operations.
 - (c) Location of sanitation facilities.
 - (d) Location of on-site and off-site parking areas.
 - (e) Lighting fixtures, if applicable.
 - (f) Rights-of-way, internal circulation and ingress and egress.
 - (g) If it is found that the MOFSE is operating in a manner ~~not~~ inconsistent with the representations made in the application package provided to the Department the Director shall have the authority to revoke the ~~C~~ertificate of use immediately; ~~and~~
- (7.10) A certificate of use for a MOSFE is nontransferable and nonrefundable. The ~~C~~ertificate of use shall apply for the operation of the event at the designated approved location, for the type of food service, and for the permit holder for which it was granted.

(D) MOFSE Coordinator.

Each MOFSE shall have a coordinator. The designated MOFSE coordinator shall:

- (1) Assist in the placement/positioning of individual Mobile Food Service Operations in a MOFSE;
- (2) Maintain for inspection, at the MOFSE site, all pertinent documentation provided by the individual Mobile Food Service Operations such as proof of licensing and insurance; ~~and~~
- (3) Assure compliance with hours, clean-up and other ~~C~~ertificate of use requirements.

(E) Operational Requirements.

The following requirements shall apply during the operation of a MOFSE Mobile Food Service Operation in the Town:

- (1) No food shall be stored, displayed, or served from any place other than the approved vehicle or trailer. The use of tables, benches, and other such devices to display or serve items is prohibited.
- (2) Food condiments shall be protected from contamination. Food condiments provided for customer self-service shall be prepackaged or shall be from approved dispensing devices.
- (3) Utensils and equipment shall be handled and stored so as to be protected from contamination. Single-service utensils shall be obtained from sanitary containers or approved sanitary dispensers, stored in a clean, dry place until used, handled in a sanitary manner, and used only once.
- (4) Vehicles shall comply with all applicable health and sanitary laws of the county and state.
- (5) The MOFSE Mobile Food Service Operation license holder shall be responsible for keeping the operational area clean. The refuse receptacle shall be adjacent to, but not an integral part of, the Mobile Food Service vehicle.
- (6) The MOFSE Mobile Food Service Operation license holder shall, by written agreement with the business establishment hosting the special event, arrange for the availability of a restroom and hand washing sink that may be used by employees working in the Mobile Food Service Operation when the vehicle is parked in the same place for more than two hours. The restroom and hand washing sink must be within 200 feet of the MOFSE Mobile Food Service Operation. A copy of this agreement shall be kept in the vehicles at all time and shall be made available for inspection upon request.

(F) License – Posting.

Every license shall be posted in a conspicuous place in a part of the vehicle to which the public has access by sight.

(G) Enforcement.

Violation of this Ordinance shall result in a daily fine, per violation, as provided in the Town Code.

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 COULSON
Town Clerk

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

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 _____



Office of the Town Manager

Steve Alexander
Town Manager

MEMORANDUM

To: Mayor and Council

From: Steve Alexander

Date: September 21, 2011

Re: Staff Report – Mobile Food Services Special Events

REQUEST

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR MOBILE FOOD SERVICES OPERATIONS SPECIAL EVENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A. INTRODUCTION

The purpose of this proposed Ordinance is to provide a process and standards to ensure that mobile food services special events (**food trucks**) are permitted in the non-residential district with minimum impacts to the area's existing infrastructure. This proposed Ordinance is similar to and consistent with the County's recently adopted "Food Truck Roundups/Mobile Food Service Operations Special Events (Ordinance No. 11-32), which provides a process and regulatory criteria by which a Certificate of Use (CU) can be obtained to permit events that are commonly known as food truck roundups in unincorporated Miami-Dade County. The County ordinance includes criteria for obtaining a CU limit how often these events can be held, where they can be held, and how late they can be operate; prohibit the sale of alcoholic beverages; require building permits for temporary structures or stages and require a CU application package to be submitted to the Department of Planning and Zoning.

This proposed Ordinance follows the basic criteria outlined in the County Ordinance No. 11-32 that are applicable to the Town of Cutler Bay. The proposed Ordinance is divided into several sections that address both standards and operational requirements. The following provides an overview of the proposed standards and operational requirements.

(A) The proposed standards provide the basic guidelines to permit the Mobile Food Services Special Event (MOFSE) in the Town of Cutler Bay without a public hearing. The standards limit these events to non-residential areas; number of special events per month; distance to schools during weekdays from 7:30 a.m. to 5:30 p.m.; special events time of operation; prohibits the sale of alcoholic beverages; approval process for erecting temporary stages; application requirements for certificate of use; and the designation of an event coordinator by the entity applying for the special event permit. The designated event coordinator will inspect for proof of licensing and insurance; guide traffic and location of the food trucks within the special event site; and will ensure compliance with hours of operations, clean-up and other Certificate of use requirements.

(B) The intent of the operational requirements is to ensure that the food is prepared, handled and served in a safe manner, and is protected from potential contamination. There are six (6) basic operational requirements outlined in the proposed Ordinance to protect both the consumers and vendors. The following provides an overview of each of the operational requirement.

1. No food shall be stored, displayed, or served from any place other than the approved vehicle. The use of tables, benches, and other such devices to display or serve items is prohibited.
2. Food condiments shall be protected from contamination. Food condiments provided for customer self-service shall be prepackaged or shall be from approved dispensing devices.
3. Utensils and equipment shall be handled and stored so as to be protected from contamination. Single-service utensils shall be obtained from sanitary containers or approved sanitary dispensers, stored in a clean, dry place until used, handled in a sanitary manner, and used only once.
4. Vehicles shall comply with all applicable health and sanitary laws of the county and state.
5. The Mobile Food Service Operation license holder shall be responsible for keeping the operational area clean. The refuse receptacle shall be adjacent to, but not an integral part of, the Mobile Food Service vehicle.
6. The Mobile Food Service Operation license holder shall, by written agreement with the business establishment hosting the special event, arrange for the availability of a restroom and hand washing sink that may be used by employees working in the Mobile Food Service Operation when the vehicle is parked in the same place for more than two hours. The restroom and hand washing sink must be within 200 feet of the Mobile Food Service Operation. A copy of this agreement shall be kept in

the vehicles at all time and shall be made available for inspection upon request.

B. INTER-AGENCY REVIEW:

This proposed Ordinance does not require inter-agency review. However, the Town will work with Miami-Dade County and adjoining municipalities to ensure consistent interpretation of this Ordinance.

C. IMPACT OF SPECIAL EVENT ON THE AREA:

The impacts on the non-residential districts will be limited since this type of special events will be allowed in areas with adequate space and parking to accommodate both customers and vendors. The special event coordinator will be responsible to ensure that such event does not negatively impact the operations of the businesses located adjacent and/or within the immediate area where the special event is occurring.

D. COMPREHENSIVE PLAN

The approval of this proposed Ordinance will not have an impact on the Town's Growth Management Plan.

E. TOWN COUNCIL RECOMMENDATIONS (FIRST READING)

During the first reading of the ordinance the Council recommended that the number of events per month at the same location be modified. The Town Administrator has review Council request and is proposing to increase the number of events at the same location from one (1) to two (2) per month. The Council also wanted to clarify whether mobile food trucks would be allow at the outdoor market. The Town Administrator will modify the Outdoor Market Ordinance No. 11-03 to define the mobile food service truck participation at the outdoor market. Staff also made several textual modifications to the ordinance.

F. TOWN STAFF RECOMMENDATION:

The Town's Department of Community Development recommends approval of this Ordinance.