



TOWN COUNCIL MEETING AGENDA

Wednesday, October 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. Cutler Ridge United Methodist Kindergarten Proclamation
- B. Alzheimer's City Challenge Proclamation
- C. Communities for a Lifetime Presentation

3. APPROVAL OF MINUTES

- A. August 17, 2011 Town Council Meeting
- B. August 17, 2011 Local Planning Agency Meeting
- C. September 21, 2011 Town Council Meeting

TAB 1

4. TOWN COUNCIL ANNOUNCEMENTS

5. 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.

6. REPORTS

- A. TOWN MANAGER'S REPORT
- B. TOWN ATTORNEY'S REPORT
- C. TOWN CLERK'S REPORT
- D. BOARD AND COMMITTEE REPORTS

7. 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, ADOPTING A POLICY RELATING TO CHARTER REVISION COMMISSION MEMBER APPOINTMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Mixon)

TAB 2

- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AGREEMENT WITH SIGNAL OUTDOOR ADVERTING LLC TO CONSTRUCT AND INSTALL BUS SHELTERS AND PROVIDE FOR ADVERTISING ON THE SHELTERS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 3

- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE PAYMENT OF \$2,500 TO THE LAW OFFICES OF BARRY M. WAX FOR LEGAL SERVICES RELATING TO THE REPRESENTATION OF FORMER COUNCILMEMBER TIMOTHY MEERBOTT IN HIS OFFICIAL CAPACITY AS A COUNCILMEMBER; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 4

- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ISSUE A PURCHASE ORDER TO MARLIN ENGINEERING, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE OLD CUTLER ROADWAY IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.

TAB 5

- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A CONTRACT AWARD TO R&D ELECTRIC, INC. TO EFFECTUATE THE INTENT AND PURPOSE OF THE FLORIDA CLEAN ENERGY GRANT; PROVIDING FOR TOWN MANAGER AUTHORIZATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 6

8. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

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

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A SPECIAL EXCEPTION APPLICATION FOR AN ADULT GROUP HOME TO BE LOCATED AT 10000 S.W. 199TH STREET IN A RU-1 ZONING DISTRICT WITHIN 950 FEET OF AN EXISTING ASSISTED LIVING FACILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 7

- B.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE REQUEST OF THE VILLAGE OF OLD CUTLER CORPORATION FOR A REZONING FROM GU (INTERIM DISTRICT) TO BU-1A (LIMITED BUSINESS DISTRICT) FOR PROPERTY LOCATED ON SW 200TH STREET & SW 87TH AVENUE ALONG OLD CUTLER ROAD (FOLIO NUMBER 36-6009-003-0310) AND 20002 OLD CUTLER ROAD (FOLIO NUMBER 36-6009-003-0290), AS LEGALLY DESCRIBED IN EXHIBIT "A," CONSISTING OF APPROXIMATELY 3.52 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.

END OF PUBLIC HEARING

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

None.

10. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)

None.

11. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

None.

12. 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.

13. MAYOR AND COUNCIL COMMENTS

14. OTHER BUSINESS

15. 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**

August 17, 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 Peggy 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

After the mayor called the meeting to order at 7:03 pm; requested that Ms. Coulson call the roll, and a quorum was declared present, he led in the Pledge of Allegiance to the Flag.

ADDITIONS, DELETIONS AND DEFERRALS

Items 3.A. and 3.B. were postponed to the September 17, 2011 agenda and the town council's consideration of Item 7 as the Local Planning Agency's recommendation.

By unanimous consent, and at 7:04 pm, the mayor recessed the meeting to hold the Local Planning Agency meeting and reconvened at 7:20 pm.

2. PUBLIC COMMENTS

Ms. Michele Pedersen, City of Homestead resident and Town of Cutler Bay business owner of Good Year Tires Independent Retail Store, addressed the difficulties she had experienced regarding corporate and company signage:

Ms. Pederson explained that Good Year has been in existence for 24 years and already established signs on the building; stated that when she obtained a business license, the town informed her that the business could not operate until the pole signs were removed and that the monument sign, intended to be implemented at a later date, was a potential pedestrian hazard and a visible obstruction of vehicles in front of the store's bay. Ms. Pederson explained that corporate is requiring the owner to affix her name below the company sign at the front of the store and mentioned that after submitting the \$750 deposit together with the paperwork, the permit was declined.

After nine months of operation, Ms. Pederson described the financial constraints experienced each month. She requested that she be allowed to advertise weekly specials on the property to attract customers; that the town partner with small businesses to allow signage that is desirable, and that the town promotes an atmosphere of pro

business and work together on what is reasonable and fair. Ms. Pederson expressed her desire to meet individually with the councilmembers.

Whilst apologizing, Councilmember Bell addressed her inability to respond to Ms. Pederson's telephone message as she was out of the country; indicated that as she sponsored the sign ordinance, she requested Ms. Pederson's contact information and addressed the options available to her.

The mayor addressed the council's actions to accommodate businesses and work on the existing problems and noted the attempts to not create a hardship. He urged Ms. Pederson to meet with each councilmember to address the situation.

Mr. Jeffrey A. Muehlfeld, South District, Florida State Elks Association and a representative of the Benevolent and Protective Order of Elks, Town of Cutler Bay, recalled his discussion approximately five years ago with Councilmember Bell and Vice Mayor Sochin on the plan to institute a new Elks Lodge 2870 in the town. He recognized the presence of the future members and officers at this evening's meeting and invited the councilmembers to attend the Institution Ceremony of South Dade Elks Lodge 2870 on Sunday, August 28, 2011 at 2:00 p.m.

Mr. Muehlfeld gave an historical overview of the Elks and the new lodge's engagement in community outreach programs for children and veterans as a grass roots volunteer organization to assist the council. He requested the council's support of the new lodge with 25 volunteer members which is anticipated to increase over the next year; asked that the council consider joining as members of the organization, and inquired if a suitable space and location with a reasonable price could be found to hold its meetings.

After Councilmember Loyzelle addressed the town's willingness to provide assistance, Mr. Muehlfeld explained that he would provide contact information of the new lodge members and the invitation to Ms. Coulson. He concurred in the affirmative to Councilmember Bell's remarks that he would also provide more information on lodge's needs.

3. PROCLAMATIONS, AWARDS, AND PRESENTATIONS

A. Girl Power Proclamation

The Girl Power Proclamation was postponed to the September 17, 2011 agenda.

B. Smart Growth Presentation

The ~~Girl Power Smart Growth Presentation Proclamation~~ was postponed to the September 17, 2011 agenda.

C. Alzheimer's City Challenge

The Alzheimer's City Challenge proclamation to be accepted by Mr. Bill Sussman, Chair of the Alzheimer's Association 2011 Miami-Dade Walk to End Alzheimer's, will be given at a future meeting.

4. APPROVAL OF MINUTES

On motion of Councilmember Loyzelle, seconded by Vice Mayor Sochin and unanimously carried, the council approved the July 25, 2011 Workshop minutes as submitted.

5. A. TOWN MANAGER'S REPORT

Lakes by the Bay Park

Mr. Alexander announced that flyers are available relating to a fundraiser to Adopt-a-Tree, Adopt-a-Bench, and Adopt-a-Brick and encouraged everyone to subscribe to same.

Old Cutler Road Improvement Project

Mr. Alexander reported on his previous meeting held with the Miami-Dade County Mayor and the verbal agreement reached to finalize pending issues regarding the Old Cutler Road Improvement project; the potential bidders in attendance at the recent mandatory pre-bid meeting to be held on September 2, 2011 at 2:00 p.m., and after staff's evaluation, a recommendation would be provided to the council to award the project.

Flood Mitigation Assistance Program - Federal Emergency Management

Mr. Alexander recognized the recent public outreach on Flood Mitigation Assistant Program/Repetitive Loss Workshop previously held by the town, the Federal Emergency Management Agency, the State of Florida Emergency Management, and MDC Office of Emergency Management and recognized that 27 properties had repeat losses.

Caribbean Boulevard Bridge Safety and Roadway Improvement MDC Project Workshop

Mr. Alexander announced that the county will be conducting a public involvement meeting on Tuesday, August 23, 2011 from 6:30 p.m. to 8:00 p.m. regarding the Caribbean Boulevard Bridge Safety and Roadway Improvement and mentioned that flyers are available at this evening's meeting in this regard.

Rain Barrel and Composting Workshops

Mr. Alexander announced that a Rain Barrel and Composting Workshop will be held on Saturday, August 20, 2011 from 10:00 a.m. to noon at Cutler Ridge Park's Community Center.

Fiber-Optic Lines - Old Cutler Road

Mr. Alexander reported that recent lightning had caused damage to AT&T's fiber-optic lines which affected many businesses along the Old Cutler Road corridor; indicated that the repairs have been going on for more than a month, and explained the repairs are expected to be complete on Friday, August 19, 2011.

Recycling Report

Mr. Alexander reported that each resident is recycling approximately 152 pounds of solid waste a month. He addressed the plan to provide more public information announcements to enhance the recycling program.

Lakes by-the-Bay Park Presentation

Mr. Jose Capellan Jr. and Ms. Nelmarie Bowe, SKANSKA USA Building Inc., gave a power-point presentation describing the Lakes by-the-Bay Park project, the ongoing development progress, SKANSKA's incentives for its employees, its programs and safety record, and its present performance on schedule and on budget. (A copy of the presentation is filed with the supplemental papers to the minutes of this meeting.)

Law Enforcement Safety

Mr. Alexander recognized the presence of Mr. David Siegal, Southland Mall's General Manager, and thanked him for the recent progress made relating to the safety issues surrounding the mall property and such sentiments were shared by the council.

B. TOWN ATTORNEY'S REPORT

Gun Control Laws

Mr. Bierman announced the legislature's clarification on its preemption of local governments' abilities to legislate in the area of gun laws. He addressed one of the changes made on prohibiting local governments from regulating firearms which would conflict with state law and the significant penalties for public officials who attempt to enforce such a law, violation, or preemption.

Mr. Bierman indicated that the Parks Rules and Regulations Ordinance 10-05 prohibits the carrying of firearms and although not currently enforced, it would conflict with the state law. After he noted other municipalities who repealed and struck such provisions from their code, the mayor requested that the town attorney provide a draft for the council's consideration.

Procurement Law Changes

Mr. Bierman reported on the changes in the public procurement law which allows for more flexibility to municipalities in protecting proposals from public records; creates a broader exemption for public records for sealed proposals; permits, and presentations to be conducted outside the sunshine requirements, and helps municipalities to attract more bids from more organizations who had not submitted in the past for fear of revealing trade secrets to competitors.

C. BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS

Councilmember Bell referred to the list of future meeting dates for advisory committee, subcommittee meetings and workshops -- as shown on the

August 2011 Schedule and available on the town's website -- and encouraged the public to attend.

Parks and Recreation Planning Grant

Councilmember Loyzelle referred to the planning grant application for the wetlands park for up to \$50,000 due on September 1, 2011 previously submitted to the Parks and Recreation Advisory Committee members for consideration.

The mayor addressed his plan to meet with Mr. Robert J. Ruano, the town's grant writer/consultant, and suggested the opportunity available for Councilmember Loyzelle to do the same.

6. CONSENT AGENDA

By unanimous consent and on the suggestion of Mayor MacDougall, the town council took item 6.B. out of order on this evening's agenda.

On motion of Vice Mayor Sochin, seconded by Councilmember Bell and unanimously carried, the council adopted Consent Agenda Items 6.A. and C. through G F.

A. Resolution 11-54 –Live Oak Trees Purchase and Installation - Town's Designated ROWs

On motion of Vice Mayor Sochin, seconded by Councilmember Bell and unanimously carried, the council adopted Resolution 11-54 of the Mayor and Town Council of the Town of Cutler Bay, Florida, authorizing the town manager to execute and enter into an agreement with Tropic Landscaping and Lawn Maintenance Inc. for the purchase and installation of live oak trees within the town's designated right-of-ways, and providing for an effective date.

C. Resolution 11-56 – Stormwater Improvement Project

On motion of Vice Mayor Sochin, seconded by Councilmember Bell and unanimously carried, the council adopted Resolution 11-56 of the Mayor and Town Council of the Town of Cutler Bay, Florida, relating to the provision of stormwater improvement project; authorizing the issuance of an Invitation to Bid (ITB) for the Southwest 97 Avenue roadway and drainage improvements, and providing for an effective date.

D. Resolution 11-57 – "Project Tasty" Brownfield Business

On motion of Vice Mayor Sochin, seconded by Councilmember Bell and unanimously carried, the council adopted Resolution 11-57 by the Mayor and Town Council of the Town of Cutler Bay, Florida, recommending "project tasty," be approved as a qualified Brownfield Business pursuant to Section 288.107, Florida Statutes; affirming the site of this project is in a designated brownfield area; requesting a waiver of local financial support, and providing for an effective date.

E. Resolution 11-58 – Design and Engineering Services – Caribbean Boulevard Roadway Improvements Project

On motion of Vice Mayor Sochin, seconded by Councilmember Bell and unanimously carried, the council adopted Resolution 11-58 of the Mayor and Town Council of the Town of Cutler Bay, Florida, authorizing the town manager to execute an agreement with Corzo, Castella, Carballo, Thompson, Salman, P.A. to provide design and engineering services for the Caribbean Boulevard roadway improvements project, and providing for an effective date.

F. Resolution 11-59 – Cutler Ridge Park After-School Program

On motion of Vice Mayor Sochin, seconded by Councilmember Bell and unanimously carried, the council adopted Resolution 11-59 of the Mayor and Town Council of the Town of Cutler Bay, Florida, approving the contract between The Children's Trust and the Town of Cutler Bay for the provision of an after-school program at Cutler Ridge Park; authorizing the town manager to execute the same, and providing for an effective date.

G. Resolution 11-60 - Florida Clean Energy Grant - RFP

On motion of Vice Mayor Sochin, seconded by Councilmember Bell and unanimously carried, the council adopted Resolution 11-60 of the Mayor and Town Council of the Town of Cutler Bay, Florida, authorizing the issuance of a Request For Proposal (RFP) to effectuate the intent and purpose of the Florida clean energy grant; providing for town manager authorization; providing for severability, and providing for an effective date.

B. Resolution 11-55 – Town Center Parking Lot Improvements

At the mayor's request, Ms. Coulson read the following 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 an agreement to provide improvements to the town center south parking lot; authorizing the town manager to enter into an agreement with first-ranked contractor Williams Paving Company, Inc., and providing for an effective date.

After discussion, and **on motion of Vice Mayor Sochin, seconded by Councilmember Mixon and unanimously carried, the council adopted Resolution 11-55 as previously cited.**

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

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

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.

On motion of Councilmember Bell, seconded by Vice Mayor Sochin and unanimously carried, the council approved the Local Planning Agency's recommendation to enact the proposed ordinance as previously cited.

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

There were no ordinances or resolution to be considered for first reading.

9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

By unanimous consent, the mayor opened the public hearings; requested that Ms. Coulson read the proposed ordinance, the substance of which is as follows, and called for interested participants 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.

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

A motion was made by Vice Mayor Sochin and seconded by Councilmember Loyzelle that the council enact the previously cited proposed ordinance to become effective immediately.

After discussion, **the mayor called a roll call vote on the motion and declared it carried unanimously.**

END OF PUBLIC HEARING

11. PUBLIC COMMENTS

Mr. Siegal thanked the councilmembers for their comments made earlier at this evening's meeting relating to the Regal Cinema's "Summer Movie Express" promotional events that takes place every Tuesday night.

Mr. Siegal indicated that the mall has been working closely with the law enforcement agencies by:

- enforcing the existing curfew regulations -- since the mall was purchased in 2006 -- that are posted at the mall's entrances;
- installing the signage emphasizing the curfew;

- planning to advertise in the next four editions of the Community Newspapers for Cutler Bay and Palmetto Bay the curfew policies that is currently in effect (which he cited), and
- the mall providing assistance with crowd control.

Mr. Siegal explained that Regal Cinema will continue with the promotional events until the end of the year; noted that the theater is ranked number one in the southeast area with ticket sales, and recognized the potential grand opening of stores and retail merchants who are negotiating and leasing space which he stated is a continued sign of success at the mall.

Ms. Barbara Condon, Town of Cutler Bay resident, referred to the effect the mobile food services operations special events proposed ordinance would have to the town's existing restaurants.

In response, Councilmember Mixon concurred and felt the issue ought to be addressed.

12. MAYOR AND COUNCIL COMMENTS

Senior Trip

Councilmember Loyzelle reported that she will be meeting with staff as another senior trip is planned to transport seniors to a cultural performance center.

Florida Bicycle Helmet Promotion Program

Councilmember Bell reported that the town receives, through an annual grant from the state's Bicycle Helmet Promotion program, helmets to distribute to local schools and noted the town's annual bicycle event is planned for November 2011.

Council Agenda

The council suggested that the final version of the regular council agenda be provided to the council members with any notations on change(s) to be reflected in the agenda as well as submit a brief explanation in a covering correspondence highlighting the amendments.

2008-2011 Strategic Plan

The mayor pointed out the council's adopted 2008-2011 Strategic Plan in 2006 and referred to the goals to develop a beautification program under Goal 5.1 and a community policing program under Goal 6.1. He suggested that Ms. Coulson provide a condensed report on said programs for the council to review.

Town Hall Meeting

Councilmember Loyzelle encouraged everyone to notify as many residents as possible of the second town hall meeting to ~~regarding the forthcoming town hall meeting~~ addressing a high school in the town and recognized the effectiveness of the marquee signs.

Councilmember Loyzelle addressed the possibility of utilizing Robocalls to residents regarding the August 18, 2011 Town Hall second town hall meeting to which Mr. Bierman indicated that he would conduct further research.

The mayor expressed his desire to hold two town hall meetings regarding the schools.

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 October 19, 2011 Regular Council Meeting.

Signed _____
Esther B. Coulson, Town Clerk

Signed _____
Edward P. MacDougall, Mayor

LOCAL PLANNING AGENCY MINUTES

Wednesday, August 17, 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 Manager Steven Alexander
Town Clerk Esther B. Coulson

I. **CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**

The mayor called the Local Planning Agency meeting to order at 7:05 p.m., requested that Ms. Coulson call the roll and with a quorum present, led in the Pledge of Allegiance to the flag.

II. **PUBLIC COMMENTS**

There were no members of the public to come before the council at this time.

III. **ADDITIONS, DELETIONS, AND DEFERRALS**

There were no changes to submit before the council at this time.

IV. **ACTION ITEM – MOBILE FOOD SERVICES OPERATIONS**

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

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 motion was made by Councilmember Mixon and seconded by Councilmember Bell that the Local Planning Agency consider its action to recommend the enactment of the proposed ordinance as previously cited.

Messrs. Alexander and Julian Perez, Community Services Department Director, gave background information on the mobile food services operations.

The council discussed its agreement with the suggestion posed by Councilmember Mixon to amend the proposed mobile food service operation ordinance to twice per month in the same location.

In response to Councilmember Loyzelle's inquiry and the differentiation of the proposed mobile food service operations special events ordinance and Outdoor Market

Regulations Ordinance 11-03 as it relates to the mobile food service operation, Mr. Alexander responded that staff would review the zoning issues, incorporate the council's comments, and report back to the council.

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

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

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

V. ADJOURNMENT

There being no further business to come before the Local Planning Agency, and on motion made by Vice Mayor Sochin, seconded by Councilmember Mixon and unanimously carried, the meeting adjourned at 7:19 p.m.

The minutes were approved at the October 19, 2011 meeting.

Signed _____
Esther B. Coulson, Town Clerk

Signed _____
Edward P. MacDougall, Mayor

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

Wednesday, September 21, 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 Peggy 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

After the mayor called the meeting to order at 7:08 pm; requested that Ms. Coulson call the roll, and a quorum was declared present, he led in the Pledge of Allegiance to the Flag.

On behalf of the council, the mayor held a moment of silence recognizing 9-11 as the National Moment of Remembrance 10th Anniversary honoring the victims lost on September 11, 2001 and entered into the record the proclamation in commemoration supported by the United States Senate and the US Conference of Mayors.)

2. PROCLAMATIONS, AWARDS, AND PRESENTATIONS

A. Proclamation Proclaiming *Dennis C Moss Days* (Bell)

Later in the meeting, and on behalf of the council, the mayor read into the record a proclamation designating **OCTOBER 1 AND 2, 2011 AS "DENNIS C. MOSS DAYS" IN THE TOWN OF CUTLER BAY** and extended heartfelt appreciation and gratitude for Commissioner Moss' hard work, dedication and commitment to the diverse community in the town. The council shared with him the vision realized at the official grand opening of the South Miami-Dade Cultural Arts Center to be the first of its kind in the South Miami-Dade area in welcoming people of all backgrounds with affordable and accessible opportunities to enjoy the arts and creating cultural excellence and diversity through participation that would cultivate Miami's thriving, vibrant, and international cultural community.

Commissioner Moss received the proclamation with honor and thanked the council for the recognition.

B. Proclamation – Restoration of County Services to South Dade (Bell)

On behalf of the council, the mayor read into the record a proclamation expressing gratitude to District 8 County Commissioner Lynda Bell for continuing to be involved in understanding the community's needs; allowing them better access, and restoring county services to the South Dade area.

Commissioner Bell accepted the proclamation with much gratitude.

C. Proclamation - Alzheimer's City Challenge (appeared on the August 17, 2011 agenda)

The proclamation will be presented to Mr. Bill Sussman, Chair of the Alzheimer's Association 2011 Miami-Dade Walk to End Alzheimer's, at a future meeting.

D. Barbara/Tom Condon Proclamation (MacDougall)

On behalf of the council, the mayor read in to the record a proclamation extending heartfelt appreciation to Tom and Barbara Condon for their unselfish devotion, time and commitment of the town's interest for the benefit of the citizens.

Mr. and Mrs. Condon accepted the proclamation with appreciation.

E. Girl Power Proclamation (Bell) (postponed from the June 15, 2011 meeting)

On behalf of the town council, the mayor read into the record a proclamation officially congratulating Alexandra "Alex" Cebrero, of Girl Scout Troop 270, on receiving the Gold Award which signifies her hard work in attaining new and higher levels of knowledge and skills and a deeper understanding of what it means to be a leader who makes a difference in the world.

After Councilmember Bell acknowledged Ms. Cebrero as the first to receive such an award, Ms. Cebrero thanked the council for the proclamation.

G. Certificate of Appreciation – Senior Residents Trip

At Councilmember Loyzelle's request and **by unanimous consent, the Certificate of Appreciation was taken out of order on this evening's agenda.**

On behalf of the council, Councilmember Loyzelle presented a certificate of appreciation to Ramon Castella of Corzo, Castella, Carballo, Thompson, Salman, PA, for the sponsorship and contribution towards the Town of Cutler Bay's Senior Residents Trip to the XVI Annual International Ballet Festival of Miami.

Councilmember Loyzelle commended Public Works Department Director Mr. Ralph Casels and staff for their assistance and Mr. Castella for sponsoring the previous trip who in return thanked the council for such honor.

F. Smart Growth Presentation (postponed from the May 18, 2011 meeting)

Councilmember Bell gave a report of her previous trip earlier this year with Vice Mayor Sochin to The Congress for New Urbanism (CNU) which featured smart growth and noted that the presentation will be given as a result.

Mr. Matthew Lambert and Ms. Karja Hansen, Duany Plater-Zyberk and Company, gave a power-point presentation *on Smart Growth Choices for Everyone*; a copy of which is filed with the supplemental papers to the minutes of this meeting.

The mayor recognized the town's Leadership in Energy and Environmental Design (LEED) program and Tree USA and pointed out information provided by Ms. Barbara Condon, Town of Cutler Bay resident, to research green initiatives on the property tax assessment financing program. He gave a report on his attendance at the Florida League of Cities' (FLCs') Energy and Environmental Quality Legislative Committee meeting in Kissimmee on Friday, September 16, 2011 and referred to The New York Times entitled "Tax Plan to Turn Old Buildings 'Green' Finds Favor". (Copies of the respective documents are filed with the supplemental papers to the minutes of this meeting.)

H. Special Recognition

On behalf of the council, the mayor extended congratulations to Ms. Erin O'Donnell, Assistant to the Town Clerk, on her achievements as Certified Municipal Clerk.

The council applauded Ms. O'Donnell on her accomplishments who thanked the council for the recognition.

3. APPROVAL OF MINUTES

A. July 26, 2011 Council Meeting

On motion of Councilmember Loyzelle, seconded by Councilmember Bell and unanimously carried, the council approved the July 26, 2011 regular council meeting minutes with addendum.

B. August 18, 2011 Town Hall Meeting

On motion of Councilmember Loyzelle, seconded by Councilmember Bell and unanimously carried, the council approved the July 26, 2011 regular council meeting minutes with addendum.

4. PUBLIC COMMENTS

Mr. Carlos Pazario, Town of Cutler Bay resident, residing in the Whispering Pines community, addressed concerns on the town's position to not support the provision of services towards the forthcoming Halloween event as it had done over the years.

After the mayor indicated the problem of funding a non-town-sponsored Halloween event involving law enforcement and cleanup services, Councilmember Bell agreed with his comments on the need for the community to take responsibility to plan and coordinate same and recognized the town-sponsored Halloween event which will take place at Cutler Ridge Park.

Mr. "AJ" Meyer, Town of Cutler Bay resident, requested the opportunity to meet individually with the town council members.

Mr. Arthur "Art" Nanni, Town of Cutler Bay resident, recalled when communities host events, neighbors assembled to obtain law enforcement services. He mentioned the alternatives available to retain law enforcement at an off-duty rate or other security services to patrol the Whispering Pines community for the Halloween event.

5. REPORTS

A. TOWN MANAGER'S REPORT

Old Cutler Road Improvements

Mr. Alexander gave a status report on the Invitation to Bid 11-08 for Old Cutler Road Improvements and anticipated that same would be awarded at the October 19, 2011 regular meeting.

Caribbean Boulevard/US 1 Intersection

Mr. Alexander referred to the current 2011 Roadside Travel survey conducted by the Miami-Dade Expressway Authority for the US 1/Homestead Extension Florida's Turnpike (HEFT) corridor.

Traffic Signal Improvements

Mr. Alexander announced the recent advertisement relating to the forthcoming traffic signal improvements at the intersection of Southwest 211 Street and Southwest 107 Avenue under the HEFT bridge; the January 2012 as the tentative date for construction, and May 2012 anticipated as the project's expected completion.

New School Zone Flashers Installation

Mr. Alexander gave a status update on the percentage of completion on the new school zone flashers and solar panels installation at Whispering Pines Elementary; Holy Rosery ~~Rosemary~~, and Cutler Ridge Middle Schools.

Annual Tree Plan

Mr. Alexander reported that the town has selected 352 trees for its annual tree plan in 2011; noted the town's planting of twice as many trees per year as implemented in the entire county, and thanked everyone involved for their support in the funding of the project.

B. TOWN ATTORNEY'S REPORT

Mr. Bierman addressed the town council's consideration on this evening's agenda on the approval of an interlocal agreement (ILA) with Miami-Dade County (MDC) on the distribution, use and reporting of charter county transit system surtax proceeds levied by the county and announced the timeframe and procedures involved.

C. BOARD/COMMITTEE REPORTS

There were no board or committee reports to submit at this time.

6. CONSENT AGENDA

By unanimous consent, the council took the items out of order and pulled items (A) at Councilmember Bell's request and (D) and (E) at the request of Councilmember Loyzelle.

On motion of Vice Mayor Sochin, seconded by Councilmember Bell and unanimously carried, the council approved the following consent agenda items (6.A. and B.):

B. Resolution 11-62 – Communitywide Garage Sale Dates and Addresses

Adopted Resolution 11-62 of the Mayor and Town Council of the Town of Cutler Bay, Florida establishing the 2011 Communitywide Garage Sale dates and addresses pursuant to ordinance 10-02, and providing for an effective date. (Bell)

C. Resolution 11-63 – Transit System Surtax

Adopted Resolution 11-63 of the Mayor and Town Council of the Town of Cutler Bay, Florida, approving an ILA for distribution, use and reporting of charter county transit system surtax proceeds levied by MDC ("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.

A. Resolution 11-61 – Revised Agenda Format

The town council considered its action to adopt 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)

After discussion, a motion was made by Councilmember Bell and seconded by Vice Mayor Sochin that the town council adopt previously cited Resolution 11-61 and amend it by inserting a new section on *Town Council Announcements* to be placed after the *Approval of Minutes*.

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

D. Resolution 11-64 – FY 2011 Edward Byrne Memorial JAG Grant Award 2011-DJ-BX-3326

The town council considered its action to adopt 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.

Councilmember Loyzelle referred to (Grantee IRS/Vendor No 020768791) shown on page 54 of the Grant Adjustment Notice and requested that staff ensure that the contract is adjusted to reflect *inoperable communications to . . .*

Later in the meeting, and **on motion of Vice Mayor Sochin, seconded by Councilmember Loyzelle and unanimously carried, the council adopted previously cited Resolution 11-64 as amended.**

E. Resolution 11-65 – Automated Red Light Safety Technology

The town council considered its action to adopt 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)

Councilmember Loyzelle suggested that the town request that the Miami-Dade League of Cities encourage the Florida Legislature to support the subject issue.

After considerable discussion, and later in the meeting, **on motion of Vice Mayor Sochin, seconded by Councilmember Loyzelle and unanimously carried, the council adopted Resolution 11-65 as previously cited.**

F. Resolution 11-66 – Website Redesign and Redevelopment

The town council considered its action to adopt a resolution of the Mayor and Town Council of the Town of Cutler Bay, Florida, authorizing the issuance of Request for Qualifications (RFQ) 11-09 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.

Mr. Alexander suggested incorporating in subsection 2.2.1, under General Background after “While pursuing this RFQ process . . .”, include the language: “. . . *in substantially the form as here attached to, . . .*” and include the addendum.

On motion of Councilmember Loyzelle, seconded by Vice Mayor Sochin and unanimously carried, the council approved the amendment to Request for Qualifications (RFQ) 11-09 as suggested by staff with addendum.

Later in the meeting, and **on motion of Vice Mayor Sochin, seconded by Councilmember Loyzelle and unanimously carried, the council adopted the aforementioned Resolution 11-66 as amended.**

7. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

No action was taken on the item.

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

By unanimous consent, the mayor withdrew the following proposed ordinance from this evening's agenda for more information.

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)

9. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)

No action was taken on this time.

10. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

By unanimous consent, the mayor opened the public hearings; requested that Ms. Coulson read the proposed ordinance, the substance of which is as follows, and called for interested participants to be heard:

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 motion was made by Vice Mayor Sochin and seconded by Councilmember Bell that the council enact Ordinance 11-10 as previously cited to become effective immediately.

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

Councilmember Loyzelle made the following suggestions on the proposed ordinance:

- Page two of six, subsection 2.(C)(1), strike the phrases *one per week at* and *per calendar year* and *add no MOSFE shall be held in the same location on consecutive weeks.*
- Page two of six, subsection 2.(C)(4), change the language to read: *Alcoholic beverages shall not be consumed or sold at MOFSE.*
- Page four of six, subsection 2.(E)(6) to read: *. . . availability of sufficient a restrooms and hand washing sinks that may be used by the public and employees working in*

the Mobile Food Service Operation when the vehicle is parked in the same place for more than two hours. The restrooms and hand washing sinks . . .

Following further discussion and upon the suggestions made by Messrs. Alexander and. Bierman, and **on motion of Councilmember Loyzelle, seconded by Councilmember Bell and unanimously carried, the council approved revising the language under subsection 2.(C)(1) to read: *The MOFSE shall be limited to no more than two (2) per month and shall not occur at the same location less than fourteen (14) days apart.***

A motion was made by Councilmember Loyzelle that the council approve revising subsection 2.(C)(4), to read: *Alcoholic beverages shall not be consumed or sold at MOFSE.*

The mayor declared the motion died for a lack of a second.

Subsequent to considerable deliberations, and **on motion of Councilmember Loyzelle, seconded by Councilmember Bell and unanimously carried, the council approved revising the language under subsection 2.(C)(4) to read: *Sale and consumption of wine and beer can be allowed as permitted by law.***

Extensive discussions ensued and a motion was made by Councilmember Mixon and seconded by Councilmember Bell that the council approve revising Subsection 2.(E)(6), to read: *The MOFSE license holder shall, by written agreement with the business establishment hosting the special event, arrange for the availability of sufficient restrooms and hand washing sinks that may be used by the public and employees working in the Mobile Food Service Operation when the vehicle is parked in the same place for more than two hours. The restrooms and hand washing sinks must be within 200 feet from the MOFSE. A copy of this agreement shall be kept in the vehicles at all times and shall be made available for inspection upon request.*

After discussion, the mayor called for a roll call vote on the motion to enact the previously cited Ordinance 11-10 to become effective immediately ~~and~~ with the councilmembers voting as follows:

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

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

END OF PUBLIC HEARING

11. PUBLIC COMMENTS

Mr. Herb Merritt, Town of Cutler Bay resident, recalled his appearance before the council approximately a year ago and addressed concerns on the children's safety during the Halloween event in the Whispering Pines neighborhood. He requested that the council reconsider its decision to support providing police services and if that is not possible that the town provide barricades for the event. Additionally, Mr. Merritt referred to a previous survey conducted by Vice Mayor Sochin that the majority of residents' signatures collected were in favor of the event.

The mayor referred to his support of the event; noted that no progress has been made from the residents since the council received reassurance a year ago that the residents would come together, and requested that the community reach a conclusion on what can be implemented collectively.

Vice Mayor Sochin indicated that he would find out more information on the barricades.

Mr. Jordan Arutt, Town of Cutler Bay resident, gave a history of participation at the family event and concurred with the mayor's suggestion on the need for leadership.

12. MAYOR AND COUNCIL COMMENTS

Schedule

Councilmember Bell reviewed the forthcoming council scheduled events, a copy of which is filed with the supplemental papers to the minutes of this meeting

Good Governance

Councilmember Loyzelle gave a report on her attendance at the Good Government Initiative; thanked the council for its support, and announced that she anticipates providing a final report.

13. OTHER BUSINESS

A. Halloween

The subject issue was addressed under public comments earlier on this evening's agenda.

B. Travel Requests

On motion of Councilmember Bell, seconded by and unanimously carried, the council approved the following requests:

- **Mayor Edward P. MacDougall's travel to the 51st Annual Florida League of Cities' Legislative Conference November 17 and 18, 2011 at the Hyatt Regency Orlando International Airport;**
- **Vice Mayor Ernest Sochin's travel to the 51st Annual Florida League of Cities' Legislative Conference November 17 and 18, 2011 at the Hyatt Regency Orlando International Airport;**

- Mayor MacDougall, Vice Sochin, and Councilmember Peggy Bell to attend the April 2012 Advanced Institute for Elected Municipal Officials (IEMO) instead of October 28 and 29, 2011, previously approved by the council at its February 16, 2011 regular meeting, and
- Councilmembers Sue Ellen Loyzelle and Mary Ann Mixon to attend the April 2012 Advanced IEMO.

13. 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 October 19, 2011 Regular Council Meeting.

Signed _____
Esther B. Coulson, Town Clerk

Signed _____
Edward P. MacDougall, Mayor

TAB 2

RESOLUTION 11-_____

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING
A POLICY RELATING TO CHARTER REVISION
COMMISSION MEMBER APPOINTMENTS; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 6.2 of the Town Charter requires that the Town Council appoint and fund a Charter Revision Commission ever six (6) years in order to recommend changes to the Town Charter; and

WHEREAS, Section 6.2 of the Town Charter provides certain provisions relating to the composition of the Charter Revision Commission members; and

WHEREAS, the Town Council desires to adopt a policy that no member of the public shall serve consecutive Charter Revision Commission terms, unless first being approved by unanimous vote of the Town Council; 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. **Charter Revision Commission Appointments.** The Town Council hereby adopts a policy that no member of the public shall serve consecutive Charter Revision Commission terms, unless first being approved by unanimous vote of the Town Council.

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 COULSON
Town Clerk

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

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

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall _____

Vice Mayor Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

Councilmember Mary Ann Mixon _____

Councilmember Sue Ellen Loyzelle _____

TAB 3

RESOLUTION 11-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AGREEMENT WITH SIGNAL OUTDOOR ADVERTISING LLC TO CONSTRUCT AND INSTALL BUS SHELTERS AND PROVIDE FOR ADVERTISING ON THE SHELTERS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of the Cutler Bay (the "Town") recently obtained several bus shelters from Miami-Dade County and desires to provide advertising on such shelters; and

WHEREAS, on April 13, 2005, the City of Tamarac, after the issuance of Request for Proposal 05-01R, entered into an agreement with Culver Out Of Home Media LLC, predecessor in interest to Signal Outdoor Advertising LLC (the "Signal"), for the construction, installation and implementation of advertising on bus shelters, and

WHEREAS, pursuant to Ordinance 06-22, the Town may "piggyback" on another governmental entities publicly bid contract without the need to conduct a formal competitively bid process; and

WHEREAS, the Town desires to "piggyback" on the City of Tamarac's agreement, and to enter into an agreement with the same or better terms with Signal, successor in interest to Culver Out Of Home Media LLC, for construction, installation and implementation of advertising on bus shelters within the Town; and

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

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

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

Section 2. Agreement Approved. Town Council hereby approves the agreement between the Town and Signal in substantially the form attached hereto as Exhibit "A" ("the Agreement"), subject to legal form and sufficiency by the Town Attorney.

Section 3. Town Manager Authorized. The Town Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," on behalf of the Town, subject to legal form and sufficiency by the Town Attorney.

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 _____

AGREEMENT FOR CONSTRUCTION, INSTALLATION AND MAINTENANCE OF BUS SHELTERS

This Agreement is made this ____ day of October, 2011 between the Town of Cutler Bay, a municipal corporation, organized and existing under the laws of the State of Florida, whose address is 10720 Caribbean Blvd. Ste. 105 Cutler Bay, Florida 33189 (the "Town") and Signal Outdoor Advertising, LLC., successor in interest to Culver Out of Home Media LLC, whose address is 7616 Southland Blvd., Suite 114, Orlando, Florida 32809 (the "Contractor").

WITNESSETH

WHEREAS, the Town wishes to enter into this Agreement (the "Agreement") with Contractor to provide for the construction, installation and maintenance of bus shelters and for the installation of and regulations regarding advertising on the shelters; and

WHEREAS, the parties wish to incorporate the terms and conditions of the contract between the City of Tamarac and Contractor dated on or about April 13, 2005 (the "Tamarac Agreement") and in accord with the City of Tamarac Request for Proposal Number 05-01R (the "RFP"); and

WHEREAS, Town Ordinance 06-22 provides authority for the Town to contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Term.** The term of this Agreement commences upon full execution hereof and continues for ten years thereafter. The Town may renew this Agreement for one five-

year term upon the same terms and conditions and upon providing Contractor 30 days written notice prior to the expiration of the current term.

Section 2. **Contract Terms.** This Agreement, the Tamarac Agreement, the RFP, and the Contractor's response to the RFP (collectively, the "contract documents") are hereby incorporated together herein, constitute integral parts of this Agreement, and collectively, as specifically set forth below, represent the entire agreement between the parties hereto. The Contractor agrees to provide Town bus shelters and advertising revenue upon the rates and terms set forth herein, and in accordance with the contract documents. The terms of this Agreement take priority over all other contract documents. In the event of conflict between or among the contract documents, the order of priority shall be as listed above. The following provisions modify the Tamarac Agreement:

2.1 Guaranteed Rates.

The following annual amounts per shelter shall be paid by Contractor to Town regardless of whether the shelters have advertising on them. These amounts are due for all shelters, including any shelters which are owned by Town and whether the shelter is in construction on the payment due date.

The below rates apply in years 1 and 2. Beginning in year 3, Contractor shall pay Town the following guaranteed amount: the greater of: (a) 10% of the total advertising revenues, as more particularly defined in the Tamarac Agreement, or (b) the total sum as calculated by the rates per shelter indicated below.

Existing (Town owned) shelters:

 \$ 460.00 first 5 years
 510.00 years 6-10
 570.00 years 11-15

New shelters:

 \$ 230.00 first 5 years
 290.00 years 6-10
 350.00 years 11-15

Unless specified otherwise herein, payment terms of the Tamarac Agreement shall apply.

- 2.2 **Design.** Shelters installed by Contractor shall be as provided by the then-current Toler book. Additional design detail shall be as approved by the Town Manager.
- 2.3 **Locations.** Locations of all new shelters shall be as determined by the Town Manager.
- 2.4 **Number of Shelters.** There is no predetermined guaranteed number of shelters to be installed. The number of shelters to be installed shall be determined by the Town Manager during the term of the Agreement.
- 2.5 **Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for all actions shall be in Miami-Dade County, Florida.

Section 3. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 4. Notice. Notice hereunder shall be provided only in writing and transmitted only by facsimile or customarily used overnight transmission with proof of delivery.

For Town: Steven Alexander, Town Manager
Town of Cutler Bay
10720 Caribbean Blvd. Suite 105
Cutler Bay, Florida 33189

Copy to: Mitch Bierman, Esq.
Town Attorney
2525 Ponce de Leon Blvd. Suite 700
Coral Gables, Florida 33301

For Contractor: Signal Outdoor Advertising, LLC
7616 Southland Blvd., Suite 114
Orlando, Florida 32809

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and

agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN:

By: _____
Steven Alexander, Town Manager

Date: _____

Approved as to form and legal sufficiency for the
use and benefit of Town of Cutler Bay:

By: _____
Town Attorney

Date: _____

Attest:

By: _____
Town Clerk

Date: _____

CONTRACTOR:
SIGNAL OUTDOOR ADVERTISING, LLC

By: _____

Its: _____

Date:_____



City of Tamarac

"Committed to Excellence...Always"

Jeffrey L. Miller
City Manager

April 18, 2005

Mr. Paul Theisen
Executive Vice President
Culver Amherst
141 5th Ave., 11th Floor
New York City, NY 10010

Dear Mr. Theisen:

I am pleased to advise you that at its meeting on April 13, 2005, the City of Tamarac Commission approved a resolution authorizing the award of RFP 05-01R to, and the execution of an Agreement with, Culver Out of Home Media LLC for the construction, installation and maintenance of bus shelters.

Attached is the approved resolution along with the original agreement, which constitute the full agreement with the City.

The Building Official, Gary Jones, will be the City of Tamarac contact for this agreement. Please contact him at (954) 724-1250; however, if there should be any problems of serious consequence, I expect you to advise me directly and immediately.

The City looks forward to working with you on this contract.

Sincerely,

Jeffrey L. Miller
City Manager

c: Diane Phillips, Assistant City Manager
Keith Glatz, Purchasing and Contracts Manager

Attachments

ALL/all/TR 10680/041405

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2005- 67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD RFP 05-01R, "BUS SHELTER CONSTRUCTION, INSTALLATION AND MAINTENANCE, AND TO EXECUTE AN AGREEMENT WITH CULVER OUT OF HOME MEDIA, LLC, FOR A TEN (10) YEAR TERM BEGINNING MAY 1, 2005 THROUGH APRIL 30, 2015; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac authorized the termination, for default, of the most recent bus shelter Agreement with Shelter Ads Management Inc., by Resolution R2004-184 dated August 25, 2005, as evidenced by Exhibit "1"; and

WHEREAS, in response to this termination, the City was required to initiate a new solicitation for competitive proposals from qualified bus shelter firms by issuing Request for Proposals (RFP) 05-01R, "Bus Shelter Construction, Installation and Maintenance"; and

WHEREAS, the City of Tamarac publicly advertised RFP 05-01R on November 7 and November 14, 2004, a copy of said RFP is attached hereto as Exhibit "2"; and;

WHEREAS, two proposals were received and opened on January 20, 2005, from the following companies:

1. Culver Out of Home Media, LLC (a/k/a Culver Amherst)
 2. Clear Channel Communication;
- and

WHEREAS, upon review and consideration by an Evaluation Committee consisting of the Assistant City Manager, the Director of Community Development, the Building Official, and the Controller, and subsequent oral presentations by both firms, it was determined that Culver Out of Home Media LLC has provided the proposal response which best meets the requirements of the City, a copy of said Committee ranking, and vendor's RFP submittal are attached hereto as Exhibit "3" and Exhibit "4" respectively; and

WHEREAS, it is the recommendation of the Evaluation and Selection Committee and the Purchasing and Contracts Manager that RFP 05-01R, "Bus Shelter Construction, Installation and Maintenance", be awarded to and an agreement executed with, Culver Out of Home Media LLC for a ten (10) year term beginning May 1, 2005 through April 30, 2015, with one additional five (5) year renewal option, based on the following revenue schedule:

Year 1	\$20 per month per shelter
Year 2	\$25 per month per shelter
Year 3	\$30 per month per shelter
Year 4	\$35 per month per shelter
Years 5-10	\$40 per month per shelter;

and

WHEREAS, based on the construction of 27 bus shelters and the above-referenced schedule of franchise fees, it is anticipated that the City will realize

minimum revenues of approximately \$113,400 over the ten year term of the Agreement; and

WHEREAS, beginning in Year 3 of the Agreement, the City will receive revenue equal to the established rates as shown above, or a figure equal to ten percent (10%) of net advertising revenues, whichever is greater; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to award RFP 05-01R, "Bus Shelter Construction, Installation and Maintenance, and to execute an Agreement with Culver Out of Home Media, LLC, a copy of said Agreement is attached hereto as Exhibit "5".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2: That the award of RFP 05-01R, Bus Shelter Construction, Installation and Maintenance", and the execution of the Agreement with Culver Out of Home Media, LLC for a ten (10) year term beginning May 1, 2005 through April 30, 2015 is hereby approved.

SECTION 3: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.


SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 13th day of April, 2005.


JOE SCHREIBER
MAYOR

ATTEST:


MARION SWENSON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR SCHREIBER	<u>Aye</u>
DIST 1: COMM. PORTNER	<u>Aye</u>
DIST 2: V/M TALABISCO	<u>Aye</u>
DIST 3: COMM. SULTANOF	<u>Aye</u>
DIST 4: COMM. ROBERTS	<u>Aye</u>

I HEREBY CERTIFY that
I have approved this
RESOLUTION as to form.


MITCHELL S. KRAFT
CITY ATTORNEY



**AGREEMENT
BETWEEN THE City OF TAMARAC
AND
CULVER OUT OF HOME MEDIA LLC**

THIS AGREEMENT is made and entered into this 13 day of April, 2005 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and Culver Out of Home Media LLC, a New York limited liability corporation with principal offices located at 141 5th Avenue, 11th Floor, New York, NY 10010 (the "Contractor") to provide for Bus Shelter Construction, Installation and Maintenance.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Request for Proposals (RFP) 05-01R, including all conditions therein, (General, Special and other Conditions), drawings and specifications, all addenda issued prior to, and all modifications issued after, execution of this Agreement, and the Contractor's proposal dated January 5, 2005 included herein. These Contract Documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein.

2. TERM

The initial term of this Agreement shall be for a ten (10) year period commencing on May 1, 2005 and ending April 30, 2015.

Contractor shall begin installation of shelters not later than ninety (90) days from execution of Agreement or on a space available basis.

City shall have the sole option to renew this Agreement for one (1) additional five (5) year term. Written notice of the City's intent to renew shall be provided to Contractor one hundred twenty (120) days prior to the expiration of this Agreement.

3. TERMINATION

3.1 Termination for Convenience

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the City against loss pertaining to this termination.



3.2 Default by Contractor

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

4. THE WORK

The Contractor shall perform all work for the City as set forth in Contractor's proposal and as required by the Contract Documents as set forth below:

- 4.1. Contractor shall furnish all labor, materials, and equipment necessary to install and maintain bus shelters at public transit stops within the City limits.
- 4.2. Contractor shall have the exclusive right to construct, erect, install, repair and maintain public bus shelters at no cost to the City, and to place such shelters at locations on public property or within the public right-of-way approved by the City. The shelters shall remain the sole property of the Contractor and must be removed within ninety (90) days of termination of this Agreement. Upon termination of this Agreement, the Contractor shall no longer possess the right to maintain, operate or install shelters within the City. The City has approved placing and/or replacing shelters at the locations set forth herein as Exhibit "A" to this Agreement. Contractor shall evaluate each site listed in Exhibit "A" to determine the feasibility of placement of shelters at those locations or at additional locations. Placement of shelters at any location is subject to the approval and/or direction of the City. All locations shall be public transit stops. All locations and shelter installations must conform to federal, state, county and municipal laws, ordinances and rules and regulations, including but not limited to the Americans with Disabilities Act, and have the approval of the City prior to installation of the shelters in accordance with the provisions of this Agreement. Contractor shall have the sole responsibility, at its sole expense, to obtain all necessary local, county, state and federal permits. All shelters shall be located within twenty-five (25) feet of a bus stop. Only one (1) shelter is permitted at a bus stop, unless agreed by City and Contractor that it is necessary to have more than one shelter at a location. There shall not be an advertising bus bench allowed at the same transit location as a permitted bus shelter. It is not the intent of the City to allow unrestricted advertising.
- 4.3. All shelters shall be constructed of top grade materials and conform to the Florida Building Code as well as all applicable state, county and municipal codes, as described in the specifications and according to the models set forth in Exhibit "B" to this Agreement, attached hereto and incorporated herein as if set forth in full. The Contractor shall obtain all necessary permits for all shelter construction. However, the City shall cooperate with the Contractor on permitting to the fullest extent possible and in accordance with the Florida Building Code and State Statutes.



- 4.4.** The Contractor shall install one of the following bus shelter models under this Agreement, as illustrated in Exhibit "B":
- 4.4.1** Option 1: Tolar Mfg. Co. Inc. 13' Dome Roof Bus Shelter Model 9ALD-VICPMSFL V-Panel Advertising Model with Perforated Metal Walls. Color: RAL6005 Green.
- Option 2: Tolar Mfg. Co., Inc. 9' Dome Roof Bus Shelter Model 9ALD-VICPM1 Flat Panel Advertising Model with Perforated Metal Walls. Color: RAL6005 Green.
- 4.4.2** The Contractor shall endeavor to provide Option 1 for the majority of installations (13' unit), unless site conditions require the installation of Option 2 (9' unit). The final determination regarding the appropriate unit to install shall be provided in writing by the City.
- 4.4.3** In lieu of the pole-mounted trash receptacle illustrated in Exhibit "B", the Contractor shall provide, whenever practical or feasible, a 24 – 30 gallon expanded metal trash receptacle with liner, and 10" opening on lid, which is appropriately secured to concrete to avoid removal. The unit shall be finished with a weather-resistant coating. The unit provided shall be pre-approved by the City prior to installation. Color: RAL2005 Green.
- 4.5.** The Contractor shall install new shelters at all locations, as specified in Exhibit "A". Contractor shall install a minimum of five shelters per month. Shelter locations and order of replacement to be agreed upon between the City and Contractor.
- 4.6.** The Contractor shall not be responsible for the removal of any existing bus shelters installed by any previous bus shelter contractor; nor shall the Contractor be responsible for removing any previous improvements, concrete pads or any other additions utilized for the benefit of the previous bus shelter contractor.
- 4.7.** The Contractor shall at its sole cost and expense maintain all such shelters in good and serviceable condition during the entire term of this Agreement. Each shelter shall be routinely visited for maintenance a minimum of once every three (3) days. Each shelter and associated pad shall be power washed as needed, or, at a minimum, once per year. The City reserves the right to periodically inspect such shelters to determine their condition. The Contractor shall remove, replace or recondition, to the satisfaction of the City, any shelters which the City determines are not at an approved location or are no longer in good or serviceable condition. The style and construction of any replacement shelters shall be the same as the shelter replaced, unless prior written City approval is received. In the event City inspects and determines that a shelter is in need of cleaning or maintenance, City shall notify Contractor who shall perform said maintenance within 2 business days of City's notification. This Section shall supercede any conflicting terms and conditions included in RFP No. 05-01R.



- 4.8. Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- 4.9. Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- 4.10. Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or sub-contractors, if any, with respect to the work and services described herein.

5. REPAIR/REPLACEMENT/REMOVAL

- 5.1. In the event the City determines that a shelter should be repaired or replaced, or, in the City's sole opinion, exhibits unacceptable or inappropriate advertising, or does not comply with the terms and conditions of this Agreement, the City shall give the Contractor written notice, identifying the exact location of the shelter and which corrective measures should be taken.
- 5.2. Contractor shall repair, replace, take corrective measures, or remove the shelter as specified by City within two (2) business days of receipt of such notice.
- 5.3. In the event the City determines that a shelter, or any advertisement within said shelter, constitutes a hazard to persons, pedestrians, property or vehicular traffic, or seriously disrupts the public right-of-way, the City shall notify Contractor to remove said shelter or advertisement immediately upon receipt of notice, but no longer than two (2) business days from receipt of verbal or written notification, whichever occurs first.
- 5.4. In the event the Contractor fails to repair, replace or remove the shelter within the above-specified periods, the City shall have the right to repair, replace and/or remove and store the shelter at the expense of the Contractor.
- 5.5. If a shelter is to be removed under this provision, it may be moved to another location agreed upon between the City and Contractor.



- 5.6. Upon termination of this Agreement, Contractor shall have ninety (90) days to remove all shelters. Upon expiration of said ninety (90) days, City shall have the option to remove and store shelters at Contractor's expense. After said ninety (90) days storage, City shall have the option to dispose of the removed shelters at Contractor's expense.

6. MAINTENANCE

It will be the Contractor's responsibility, at Contractor's expense, to maintain the shelter site and surrounding area for a minimum distance of ten (10) feet from the shelter to insure that the site is free of trash, high grass, weeds or other rubbish, fumigating the shelter as needed. Trash receptacles shall be located at all shelter sites; the Contractor will provide trash pick up and disposal at no cost to City. Collection and disposal services shall be provided by Contractor at a minimum of once per week, or on a more frequent basis as determined by the City.

7. REPAIR/REPLACEMENT OF PUBLIC/PRIVATE PROPERTY

The Contractor shall repair or replace all structures or facilities on public or private property which may have been damaged during the construction, operation or removal of bus shelters owned by the Contractor. The work shall include, but not be limited to, sidewalks, driveways, posts, poles, walls, fences, gates, footing, trees, shrubs, lawns, sprinklers, curbs, gutters, utilities (both overhead and underground), manholes, catch basins, inlets, parkways, parkway drains, street surfaces, and landscaping in the parkway areas. The work shall include furnishing and replacing planting soil, trees, shrubs, grass, sod and any other ground cover planting, as required to conform to the original surface condition and cross-section as specified; and cleanup and removal of all surplus materials, rubbish and trash of any nature remaining after the construction has been completed. The Contractor further agrees to repair or replace public or private property in a manner acceptable to the City. All repairs and replacements shall incorporate materials and methods similar to those used in the original structure, unless otherwise specified. This Section shall survive termination of the Agreement.

8. RELOCATION / ADDITION OF SHELTERS

In the event of a change in transit stops or other transportation system designations, including the addition of new stops in areas not previously serviced, changes in street design or rights-of-way, changes or additions the City deems necessary for public health, safety, welfare and convenience, or changes in demographics which materially affect the pedestrian and vehicular traffic flow at or near shelters established in connection with this Agreement, the Contractor, at the City's written request, shall relocate a designated shelter to another location, or add a new shelter as mutually agreed by City and Contractor. The expense in connection with such relocation or addition shall be borne by the Contractor, and the Contractor shall act expeditiously and shall coordinate its work with the sub-contractors or other personnel performing labor in connection with said relocation. Contractor shall not place, remove or relocate shelters unless directed to do so in writing by the City.

9. ADVERTISING

- 9.1. The Contractor shall be authorized to sell and install professionally designed, commercial advertising to be placed upon specified shelters as set forth in Exhibit "A", provided, however, that the advertising of tobacco, firearms, massage parlors, adult book stores, adult theaters, adult escort services and



pornographic or obscene materials are prohibited. The City shall be the sole judge in determining which material is objectionable, obscene or pornographic, and the City's decision on these matters shall be final. All advertising signs shall have a maximum size of forty-eight (48) inches by sixty-nine (69) inches.

- 9.2. Contractor shall provide a minimum of two (2) non-advertising shelters at locations designated by City. The Contractor shall not be obligated to pay City for these shelters.
- 9.3. Contractor shall provide space for City sponsored advertising on a space-available basis. In the event space is available for City sponsored advertising, the Contractor shall provide the City with one (1) advertising panel, per month, for each three (3) shelter locations that are in place from time to time. In no event shall a paying customer be removed from an ad space that the City wants to utilize for City advertising. The Contractor shall not be responsible for paying for public service advertising material. The City shall provide all necessary materials at its sole cost and expense. The Contractor shall install, at no additional cost to the City, such public service advertisements within a reasonable time after said advertisements are provided by the City to the Contractor for installation.

10. SHELTER IDENTIFICATION

Each shelter shall be identified with a shelter number, the name of the Contractor and either a toll-free or local telephone number.

11. TELEPHONE SERVICE

Contractor shall provide personnel to answer Contractor's business phone during business hours if/when any citizen calls concerning shelters. A log of complaints about shelters, including the subject of the complaint and the action taken, shall be kept and made available to the City upon City's request.

12. AVAILABILITY

Contractor shall maintain an office in Broward County, Florida, or within 50 miles of Broward County, Florida unless otherwise mutually agreed upon, and shall provide the name, address, phone and fax number of a local supervising employee whom the City may contact on a 24 hour basis, within 10 days of contract award.

13. REPORTS/INSTALLATIONS/MAINTENANCE

- 13.1. The Contractor shall submit a quarterly report within fifteen (15) days of the end of each contract quarter, with first report due by January 15, 2006. Each report shall contain the following:
 - 13.1.1. The location and date of installation of shelters installed during the prior quarter.
 - 13.1.2. The location and date of removal of shelters removed during the prior quarter.
 - 13.1.3. A listing of all shelters located within the City and their locations, at the end of the prior quarter.
 - 13.1.4. A record of all maintenance performed including date, shelter location(s) and type of work performed.



- 13.2. All reports shall be sent to the City's Building Official. The form of the report to be developed by the Contractor is subject to the approval of the City. The City's approval shall not be unreasonably withheld.

14. CONSENT OF PROPERTY OWNER

In the event the proposed location for removal of the shelter is on private property or on property owned by a governmental agency other than the City, the Contractor shall provide written consent from the property owner or governmental agency for the location or removal of the shelter on the property. Such written consent shall be submitted with the Contractor's application for permission to install or remove the shelter. The City agrees to cooperate with the Contractor to help secure said written consent. In the event that a State Shelter Permit is required, the City shall submit all necessary paperwork for said permit on Contractor's behalf. All costs associated with securing the state permit shall be borne by the Contractor. Further, the Contractor shall be responsible for preparing all necessary paperwork submitted by the City.

15. PAYMENT

In consideration of the right, privilege, and license to display advertising on transit bus shelters throughout the City, Contractor agrees to pay City the following guaranteed rates:

Year 1	\$20 per month per shelter	5105-4105
Year 2	\$25 per month per shelter	5105-4107
Year 3	\$30 per month per shelter	5105-4109
Year 4	\$35 per month per shelter	5105-4111
Years 5-10	\$40 per month per shelter	5105-4115

guarantee vs. 10% rev sharing 5105-4105
↓

- 15.1. Contractor shall compensate the City at the guaranteed rates specified above beginning on the date the shelter is placed in service or the advertising panel is installed, whichever is sooner. Beginning in Year 3 of the Agreement, the Contractor shall compensate the City at the guaranteed rate as specified above, or 10% of the total advertising revenues, whichever is greater. For purposes of this Agreement, "total advertising revenues" shall be defined as the total of all monies collected for the sale of advertising. The first such payment under this formula would be made within 6 months after the beginning of Year 3 of the Agreement. The determination of total payment shall be based on a comparison of aggregate advertising revenues and the aggregate guaranteed rate for the six-month period immediately prior to the due date of the payment.

- 15.2. Contractor shall remit payment to the City on a semi-annual basis, with the first payment being due no later than January 15, 2006. Contractor shall submit a report with each payment to the City's Director of Finance, documenting the basis of the payment and verifying its accuracy. At a minimum, each report shall detail the number and location of shelter sites, name(s) of advertiser(s), and the total advertising revenue for the previous six month period.

16. DELIQUENCY

In the event Contractor fails to make the payment within 15 business days of date due as provided herein, Contractor shall pay an interest charge for each day, or a fraction thereof, that payment is late. An Interest Factor shall be based on the prime rate for the Chase Manhattan Bank, N.A. plus one percent (1%). Calculation will be illustrated as follows:



$$\begin{array}{rclclcl} \text{Prime rate} & + & 1\% & \div & 365 \text{ days} & = & \text{Daily Interest Rate (DIR)} \\ \text{DIR} & \times & \text{Days Payment Late} & & & = & \text{Interest charge} \end{array}$$

Note: Regardless of the foregoing, the interest rate referred to in this Section will comply with all applicable state laws.

17. INSURANCE

- 17.1. The Contractor shall not commence work under this Agreement until it has obtained all insurance under this Paragraph and evidence of such insurance coverage has been approved by the City. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all sub-contractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this Agreement.
- 17.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

17.3. COMMERCIAL GENERAL LIABILITY

The minimum limits of liability shall be as follows:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

Including:

Premises/Operations
Contractual Liability
Personal Injury
Explosion, Collapse, Underground Hazard
Products/Completed Operations
Broad Form Property Damage
Cross Liability and Severability of Interest Clause

The City shall be named as an additional insured on each policy.



17.4 COMPREHENSIVE AUTOMOBILE LIABILITY

Contractor shall also carry comprehensive Automobile Liability Insurance, which shall include coverage for "any auto" within minimum combined single limit of \$1,000,000.

17.5 WORKERS' COMPENSATION

The Contractor and its sub-contractors shall furnish proof of Workers' Compensation and Employer's Liability insurance annually to the City in no less than the minimum limits required by the State of Florida.

17.6 BUILDER'S RISK INSURANCE

The Contractor shall furnish Builder's Risk Insurance in an amount not less than THE REPLACEMENT COST for the construction of the work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value, with a deductible of not more than five thousand and xx/100 dollars (\$5,000) per claim

17.7 CERTIFICATE OF INSURANCE

The Contractor and sub-contractors shall annually furnish the City proof of required insurance. The Contractor has provided proof of existing insurance, which is attached hereto as Exhibit "C" to this Agreement. In order to be acceptable to the City, each insurance certificate shall name the City as an additional insured and should contain a clause that reads substantially as follows:

Should any of the above-described policies be canceled or undergo material change before said policy's expiration date, the Contractor will provide thirty (30) days' written notice of such cancellation or material change to the Risk and Safety Manager of the City of Tamarac, FL.

18. AMENDMENTS/ ASSIGNMENT OF AGREEMENT

18.1. This Agreement, or any portion thereof, shall not be assigned by Contractor without prior written consent of City, which consent will not be unreasonably withheld.

18.2. Amendments which are consistent with the purposes of this Agreement may be made with the mutual consent of the parties, which consent shall be contained in a written document executed with the same formality as the Agreement.

19. NO CONTINGENT FEE

Contractor warrants that it has not unlawfully employed or retained any company or person, other than bona fide employees, consultants or advisors to solicit or secure this Agreement and that it has not unlawfully paid or agreed to pay any company or person any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. This language is not intended to prevent the Contractor from retaining bona fide consultants and advisors. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion and to otherwise recover damages it incur as a result of the termination.



20. RECORDS RETENTION

Contractor shall keep accurate and complete records and accounts, at a location within Broward County, or within fifty (50) miles of Broward County, of all advertising sales, expenses and other business being transacted under this Agreement throughout the term of the Agreement, including any renewal terms, and for two (2) years following its expiration or cancellation. The Contractor agrees to allow duly authorized agents of the City to access any books, documents, papers or records which are directly pertinent to the Agreement for the purposes of making audit examinations, excerpts, and transactions and to maintain all required records for one (1) year after the City's final payment and all other pending matters are closed.

21. BANKRUPTCY

This Agreement shall terminate in the case of bankruptcy (voluntary or involuntary) or insolvency of Contractor. In the case of bankruptcy, such termination shall take effect on the day and at the time that the bankruptcy action is filed.

22. HEADINGS

Headings hereon are for convenience of reference only and shall not be considered for any interpretation of this Agreement.

23. COMPLIANCE

Contractor shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal agencies that are applicable to the services rendered under the terms of this Agreement. Furthermore, Contractor shall secure all applicable permits necessary for the fulfillment of Contractor's obligations under the terms and conditions of this Agreement.

24. CONSTRUCTION

The parties to this Agreement hereby acknowledge that they have fully reviewed this Agreement and have had the opportunity to consult with legal counsel of their choice, have participated in the negotiation and drafting of this Agreement, and therefore, this Agreement is not to be construed against either party as if they were the drafter of this Agreement.

25. LIQUIDATED DAMAGES

The parties agree that damages consequent to breach of this Agreement are not readily ascertainable at the time of execution of this Agreement, and agree that \$250.00 per day is an amount proportionate to the cost incurred to the City as a result of such breach.

This liquidated damages provision shall not apply to the Contractor's failure to pay fees as required in Section 15 herein. The liquidated damages shall accrue and be payable on a per diem basis until the breach is corrected.

26. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Agreement shall commence no later than thirty (30) days after execution of the Agreement by the City. Shelter installations shall begin within ninety (90) days of execution and be substantially completed no later than November 1, 2005 (180 days after execution of this Agreement).

**27. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, sub-contractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes §768.28, as amended from time to time.

28. NON-DISCRIMINATION

The Contractor agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and State laws regarding non-discrimination. The Contractor further agrees to insert the foregoing provisions in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

29. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

30. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not transfer or assign the performance required by this Agreement without the prior written consent of the City. Said consent shall not be unreasonably withheld by the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

31. NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager

City of Tamarac

7525 N.W. 88th Avenue

Tamarac, FL 33321

With a copy to City Attorney at the same address.

**CONTRACTOR**

Paul Theisen, Executive Vice President
Culver Out of Home Media LLC
141 5th Avenue, 11th Floor
New York, NY 10010
PH: 212-473-5600

32. AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

33. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is fixed in Broward County, Florida.

34. SIGNATORY AUTHORITY

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

35. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

36. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

Remainder of This Page Left Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Executive Vice President, duly authorized to execute same.

CITY OF TAMARAC

Joe Schreiber
Joe Schreiber, Mayor

April 13, 2005
Date

Jeffrey L. Miller
Jeffrey L. Miller, City Manager

April 13, 2005
Date

ATTEST:

Marion Swenson
Marion Swenson, CMC
City Clerk

April 13, 2005
Date

Approved as to form and legal sufficiency:

Mitchell S. Kraft
Mitchell S. Kraft, City Attorney

April 13, 2005
Date

CONTRACTOR

Culver Out of Home Media LLC

Contractor Name

Paul Theisen
Signature of Executive Vice President

ATTEST:

Paul Theisen
Signature of Corporate Secretary

Paul Theisen

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Paul Theisen

Type Name of Executive Vice President

4/4/05
Date



CORPORATE ACKNOWLEDGEMENT

STATE OF New York :
COUNTY OF New York :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Paul Theisen, Executive Vice President of Culver Out of Home Media LLC, a New York Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 4th day of April, 2005.

Signature of Notary Public
State of New York at Large

LEE MILLER
Notary Public, State of New York
No. 4704797
Qualified in New York County
Commission Expires November 30, 2005

Print, Type or Stamp
Name of Notary Public



Personally known to me or
Produced Identification

Type of I.D. Produced



DID take an oath, or
DID NOT take an oath



**Purchasing and
Contracts Division**

City of Tamarac

"Committed to Excellence...Always"

ADDENDUM NO. 1

BID NO. 05-01R

BUS SHELTER CONSTRUCTION, INSTALLATION & MAINTENANCE

DATE OF ADDENDUM: NOVEMBER 9, 2004

The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for RFP No. 05-01R, Bus Shelter Construction, Installation & Maintenance.

Note: The Bid Opening date has changed from December 1, 2004 to Wednesday, January 5th, 2005.

All submittals must be received no later than January 5th, 2005 by 4:00 PM local time, at Tamarac City Hall, 7525 NW 88th Avenue, Room 108, Tamarac, FL 33321.

This addendum should be returned with your proposal submittal.

NAME OF PROPOSER: _____

REQUEST FOR PROPOSALS



RFP NO. 05-01R

BUS SHELTER CONSTRUCTION, INSTALLATION AND MAINTENANCE

**City of Tamarac
Purchasing Division
7525 NW 88th Avenue
Room 108
Tamarac, Florida 33321-2401
(954) 724-2450**



City of Tamarac

"Committed to Excellence...Always"

**Purchasing and
Contracts Division**

DATE: November 9, 2004

RFP NO. 05-01R

REQUEST FOR PROPOSALS

The City of Tamarac, Florida, hereinafter referred to as City, will receive sealed Proposals in the Purchasing and Contracts Office of Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, Florida 33321, for furnishing the services described below:

BUS SHELTER CONSTRUCTION, INSTALLATION AND MAINTENANCE

Sealed Proposals must be received and time stamped in the Purchasing and Contracts Office, either by mail or hand delivery, no later than **2:00 p.m. local time on January 5, 2004**. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

~~A Pre-Proposal Conference~~ will be held on November 18, 2004 at 2:00 p.m., at the City of Tamarac, 7525 NW 88th Avenue, Conference Room 204, Tamarac, Florida. All parties intending to submit a proposal for this project should attend this meeting.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Offerors, or take any other such actions that may be deemed to be in the best interests of the City.

Bid documents will be available for review and may be obtained from the Purchasing Office at the above address. For inquiries, contact the Purchasing Office at (954) 724-2450.

Keith K. Glatz, CPPO
Purchasing and Contracts Manager

Publish: Sun-Sentinel Sunday, 11/7 and 11/14/2004



I. PURPOSE, BACKGROUND, TERM AND SCOPE OF SERVICE

A. PURPOSE

The City of Tamarac is soliciting proposals from qualified firms to provide all required labor, materials, equipment and services necessary to provide, install, repair and maintain—at no cost to the City—attractive, clean and safe bus passenger shelters within the City of Tamarac.

B. INTRODUCTION AND BACKGROUND

In an effort to improve the quality of life in Tamarac, over the past five years the City has undertaken significant public projects that enhance the City's "sense of place". These include an on-going road resurfacing project that will address every City street, landscape improvements that have been completed along major thoroughfares and on public property, entry signs that have been installed to welcome people to Tamarac, a new Community Center with numerous facilities, as well as future projects such as the development of Southgate Linear Park. Through these projects and future projects, the City has demonstrated its commitment to the ongoing City-wide beautification plan.

To continue to improve the aesthetics of the City and further its identity, Tamarac wishes to address its facilities for public transportation. Bus shelters provide the City a great opportunity to make a statement and develop a theme that is unique to Tamarac. Improvements to these facilities may also attract new riders, increase the frequency of individual ridership and promote the City's transit system as well as the County's bus system. To accomplish this goal of attractive, functional bus shelters and benches that provide a consistency throughout the community, Tamarac is seeking input for creative concepts from private firms.

C. TERM

The term of the contract that may be awarded as a result of this Request for Proposal is one hundred twenty (120) months from the date of Notice to Proceed, with an option to renew for one (1) extension period of sixty (60) months, exercised at the sole option of the City Commission or its designee. At the end of the term of the contract the parties herein shall be released from the terms of the contract unless the renewal option is exercised.

Ten Years
March 05 - Feb 2015
Add 5 years.

In the event that the contract is not renewed, Contractors shall have a period of ninety (90) days to remove all shelters to which they have title. In no event shall advertising be sold for placement upon the public shelters beyond the awarded sixty (60) month period.

D. SCOPE OF SERVICES AND SPECIFICATIONS

The Contractor, at no cost to the City, shall provide all required permits, labor, materials, equipment and services necessary for providing, installing, repairing and maintaining public bus shelters. Shelters will be placed on public property or within the public right-of-way at locations approved by the City. Shelters shall be constructed in full accordance with the latest edition of the Florida Building Code



and meet standards detailed herein and approved by the City Engineer. Shelters specified in the plans for approval must be the shelters supplied to the City. The City has determined the specific design requirement for bus shelters to be provided.

The City shall award one contract for installation, repair and maintenance of bus shelters.

1. The Contractor shall furnish and maintain public bus shelters at no cost to the City and will place said shelters and/or benches at locations approved by the City and shall be placed to achieve the maximum pedestrian safety and convenience.
2. All shelters shall be constructed of top grade materials. Contractor shall, at Contractor's expense, maintain all such shelters in "like new" condition during the entire term of the Agreement and the City shall have the right to inspect such shelters periodically to determine their condition. Contractor shall replace or recondition to the satisfaction of the City any shelters that the City determines are no longer in "like new" condition.
3. The Contractor shall be authorized to provide, install and maintain, at its sole cost and expense, high quality, expertly designed commercial advertising displays to be placed upon bus shelters approved and designated by the City; however, advertising of liquor, tobacco or tobacco products, political matter, adult book stores, adult theaters, adult escort services and pornographic or obscene matters is prohibited. The determination of objectionable, obscene or pornographic advertising shall be the right of the City whose decision on these matters shall be final.
4. Any shelter deemed to endanger life or property by the City Engineer and/or Chief Building Official shall be removed within one (1) day from notification of same.
5. All bus shelters shall be placed in accordance with the provisions of Florida Administrative Code Chapters 14-20 as amended and Florida Statute Section 337.407 and 337.408 as amended. In addition, the location of bus shelters shall be subject to approval of the appropriate governmental agencies, including the City, Broward County Mass Transit Division, and Florida Department of Transportation.
6. All shelters shall meet the accessibility criteria for persons with disabilities as set out in Federal, State and Local law and regulations including but not limited to, Florida Statute Section 337.408 and 553.503, as amended. Contractor shall install accessible concrete sidewalk pathways from the roadway edge of pavement to the bus shelter and from behind or beside the shelter to an existing sidewalk abutting a right-of-way. All shelters shall contain a seating bench. Size of the bench to be approved by the City. The Contractor shall be responsible for applying for and obtaining all necessary building permits and paying all fees for the bus shelter structures. The Company and/or its qualifier shall be responsible for requesting and passing all necessary inspections.



II. SHELTER SPECIFICATIONS

The City requires that the Contractor ensure that the proposed shelters meet or exceed the technical specifications described herein.

A. GENERAL

1. If electrical power is to be provided to the bus shelter in any form, the preferred method is from a self-contained system such as batteries or solar panels.
2. Contractor shall be familiar with applicable planning, engineering, public works and electrical codes and comply with said codes at all times.
3. All liability related to operation, electrical connections, construction, installation and repair of transit shelters shall be the sole responsibility of the Contractor.
4. Shelters shall be illuminated at night from dusk until dawn, but shall not be illuminated in such a way as to be hazardous to passing vehicle operators.
5. Contractor shall obtain an annual premises permit for shelter repair and maintenance from the City's building department.
6. All shelters shall be identified by a separate number to be installed on the bench or shelter in an area mutually agreeable to the parties.
7. Shelters must be able to withstand the high winds and storms common to South Florida by meeting or exceeding the latest edition of the Florida Building Code.

B. MAINTENANCE AND CLEANING

1. The Contractor shall be responsible for maintaining shelters, as well as associated trash receptacles, in "like new" condition throughout the life of the contract, including refurbishing, reconditioning, and, if necessary, replacing worn shelters and/or benches.
2. The Contractor shall maintain each shelter in a whole, structurally safe and cosmetically attractive condition and the area surrounding each will be kept free of insects, debris, high grass, weeds and other rubbish for a radius of ten (10) feet from the perimeter of the shelter. Failure to properly maintain the shelter or the surrounding area will constitute cause for cancellation of the applicable permit and removal of the shelter.
3. The City may elect to maintain the shelter bench and surrounding area if the Contractor fails to consistently comply with maintenance standards and charge back the costs to the Contractor.



4. The Contractor shall be required to provide at no cost to the City, the trash receptacle, which shall be affixed to and an integral part of the shelter. The Contractor will empty the trash receptacle on a weekly basis, or sooner if necessary, also at no expense to the City.
5. The Contractor is required to keep a timely record of all maintenance performed describing shelter location by number and type of work.
6. Should a shelter be damaged or destroyed, regardless of fault, the Contractor is responsible for the shelter's timely repair or replacement. Repair or replacement of a shelter will not exceed twenty-four (24) hours from the time such a discrepancy is reported to the Contractor. In the event damage to a shelter results in it becoming a clear safety hazard to the public, the Contractor is expected to take immediate corrective action in order to protect the public from any potential harm. All incidents of damage to a shelter as well as the Contractor's subsequent repair to or replacement of such shelter will be reported in writing to the City within one (1) week of the incident.
7. The City reserves the right to require the removal of any shelter that is in need of repair or maintenance upon written notice to Contractor. Any shelter not maintained or repaired within notice period cited above may be removed or repaired by the City at the expense of the Contractor. Removal or repair does not exempt the Contractor from fee obligation.

C. INSPECTION AND CLEAN-UP

1. Contractor shall make routine inspection calls on each shelter and trash receptacle at least once per week, or more often if conditions warrant. Contractor will keep a record of all maintenance performed, including date, shelter location, type of work performed; and submit the log at the end of every month or as otherwise required by the City.
2. At each inspection call, if needed, Contractor shall clean, wash and fumigate each shelter and surrounding area, as well as inspect lighting fixtures and replace defective lights, as needed. Contractor shall pressure clean shelter and pads at least annually.
3. The Contractor will ensure that the shelters are maintained in a structurally safe and cosmetically attractive condition.

D. ADVERTISEMENTS

1. The Contractor may provide, install and maintain, at its sole cost and expense, professionally designed commercial advertising displays on bus shelters approved by the City.



2. No advertising on the bus shelters shall contain any duplication of traffic control devices, e.g. stop or yield signs. It is permitted however, to state directions i.e., "Turn left at next stop sign."
3. Whenever possible, the installation of advertising displays, devices and materials will take place during hours of minimum passenger activity.
4. The Contractor shall make available up to five (5) non-advertising shelters for placement at locations as designated by the City. These locations shall be non-revenue with no fees paid to City.
5. Any revenues due and payable to the City under the terms of this Agreement shall be remitted to the City's finance department semi annually by the 10th of the months of January and July for the preceding 6 month period. Payment shall be remitted with the following information for each shelter location: shelter #, location and name of advertiser.

E. MANUFACTURER/MODEL

In an effort to provide a consistent aesthetic appeal, the City of Tamarac has determined the specific design style to be utilized for this project. Offerors should provide proposals for each of the two (2) models shown below:

1. Tolar Mfg. Co., Inc. 9' Dome Roof Bus Shelter Model 9ALD-VICPM1 Flat Panel Advertising Model with Perforated Metal Walls (Preferred Option)
2. Tolar Mfg. Co., Inc. 13' Dome Roof Bus Shelter Model 13ALD-VICPMSFL V-Panel Advertising Model with Perforated Metal Walls.

No other manufacturer(s)/model(s) will be accepted by the City.

F. LOCATION

1. Shelters shall be located in accordance with the clear sight distance standards published by the office of the City Engineer.
2. The location of shelters shall provide the minimum roadside clear zone for rural facilities in accordance with the Florida Department of Transportation's "Manual of Minimum Standards for Design, Construction and Maintenance for Streets and Highways", latest edition, Section 3.7.e.
3. All shelters shall be installed parallel to the adjacent roadway.
4. No bus shelter installed under the terms of this Agreement may be removed except with the express consent of the City.
5. No single location may contain more than one shelter without the express consent of the City.
6. All shelters will be located at County transit bus stops unless otherwise specified by the City.
7. All shelters shall contain a seating bench.
8. All shelters will contain a trash receptacle affixed and integral to the unit.



G. MAPS AND DOCUMENTS

The following documents are being provided for your information:

1. **Current Bus Shelter Locations List**
2. **Locations of Tamarac Bus Stops Map**
3. **City of Tamarac Boundary and Bus Stops Map**
4. **BCT Ridership Survey**

H. SCHEDULE

Time is of the essence in the placement of bus shelters throughout the City. City requires that the successful Proposer be able to begin work within 90 days after the execution of an Agreement or Notice to Proceed. Work shall be completed within 270 days after the execution of an Agreement or Notice to Proceed. The City will favorably consider firms who can meet or exceed these schedule requirements. Please provide a schedule for project implementation and completion along with your proposal response.

III. PROPOSAL REQUIREMENTS

A. Firm Qualifications

This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of bus bench and shelter design, construction, installation and maintenance will be brought to bear on the proposed work. It would be beneficial to provide the firm's proposed plan and layout as well. This section must also identify the supervisory personnel and specific contact person who will be responsible for the provision of services.

B. References

Provide a list and description of similar services satisfactorily performed within the past three (3) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

C. Revenue Proposals

The Proposer must submit the Revenue Proposal in a separate sealed envelope or package (separate from the Technical Proposal) clearly marked on the envelope or package "**Revenue Proposal**", together with the Proposer's name, RFP number and RFP title. The Proposer may submit the separate sealed Revenue Proposal inside the same container or package together with the separate Technical Proposal. The Proposer's revenue response shall be submitted on the "Revenue Proposal Form" and in the manner required.



If the Proposer wishes to submit an alternative pricing scenario, it must first submit pricing in accordance with the Revenue Proposal, and then include a separate alternative pricing scenario in a separate sealed envelope marked "ALTERNATIVE REVENUE PROPOSAL" on the sealed envelope and on the first page of the alternative pricing. Proposers who do not submit pricing in accordance with this requirement will not receive evaluation points for the Revenue portion. The alternative pricing will not be scored for evaluation purposes, but may be considered if the Proposer is selected for negotiations.

Note: The Revenue Proposal shall consist of one original and six (6) copies.

D. Schedule

Proposer must submit a schedule as a part of the Technical Proposal. The schedule shall provide important project milestones, including start date for shelter construction, and project completion date, shown in days. Failure to provide a schedule may result in disqualification of the proposal.

E. Proposal Copies

One (1) Original and two (2) sealed envelopes marked (A) and (B) **MUST** be submitted and six (6) copies **SHOULD** be submitted by each Proposer. However, proposal copies **MUST** be provided within 3 business days of the City's request. The first sealed envelope (A) shall contain the Proposer's Technical Proposal. The second sealed envelope (B) shall contain the Proposer's Revenue Proposal. Submit Proposals to the City of Tamarac, 7525 NW 88th Avenue, Tamarac, Florida 33321, ATTN: Keith K. Glatz, CPPO, Purchasing and Contracts Manager.

F. Addenda, Additional Information

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This Proposal form(s) shall be signed by an authorized company representative, dated and returned with the Proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing and Contracts Manager or designee, may be considered as a duly authorized expression. Also, only communications from Offerors, which are signed, and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE ABOVE-NAMED OFFICIAL(S) REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.



IV. EVALUATION OF PROPOSALS

A. Evaluation Committee

A Selection and Evaluation Committee, appointed by the City Manager and comprised of City staff, will review and evaluate all proposals received using the criteria listed below. The Committee, after proposal evaluation, may select several firms as the most highly qualified to perform the required services. All Proposers will be notified in writing of the firms which were short-listed, if applicable. The firms that make the short list may be asked to make a formal presentation to the Committee. Upon conclusion of formal presentations, the Committee will evaluate each presentation based on the same criteria below and make a final ranking, which would lead to the opening of negotiations with the highest ranked firm after proposal evaluation and, if necessary, presentation evaluation.

B. Technical Proposal (0 - 100 points)

Proposals will be evaluated using the criteria listed below:

CRITERIA		POINT RANGE
1.	Qualifications and Experience of Proposer and Staff; this includes, but is not limited to, financial capability and experience.	0-40
2.	Ability to Maintain Schedule	0-20
3.	Technical Response this includes, but is not limited to, the proposed plan to implement and perform the services required in this RFP as listed in Scope of Services.	0-40
Maximum Points		100

C. Revenue Proposal (0 - 25 points)

After the Committee ranks each firm's presentation (if necessary), it will then evaluate the Revenue Proposals of those firms remaining in consideration. The Revenue Proposal submission will be assigned a maximum of twenty-five (25) points based on a monthly minimum guarantee revenue offer, as follows:

The monthly minimum guarantee revenue offer will be evaluated based on the following formula:

1. The responsive proposal with the highest monthly minimum guarantee will be given the maximum points (25 points).
2. Every other proposal will be given points proportionately in relation to the highest monthly minimum guarantee. This point total will be calculated by dividing the monthly minimum guarantee of the proposal being evaluated by the highest monthly minimum



guarantee with the result being multiplied by the weight (25 points) to arrive at a revenue score of less than the full score for monthly minimum guarantee.

Example Formula:

PROPOSED MONTHLY MINIMUM REVENUE GUARANTEES:

Company A	\$10,000
Company B	\$7,500
Company C	\$5,000

Company A would be automatically assigned the highest possible score of 25 points because it proposed the highest monthly minimum guarantee. The ratings of the other Revenue Proposals would be calculated as follows:

Company B:

$$\$7,500 \div \$10,000 = .75 \times 25 = 18.75 \text{ points}$$

Company C:

$$\$5,000 \div \$10,000 = .50 \times 25 = 12.50 \text{ points}$$

D. Pre-Award Survey

After proposal receipt and prior to contract award, the City reserves the right to perform, or to have performed, an on-site survey of the Proposer's facilities. This survey will verify the data and representations submitted, and determine that the Proposer has overall management and financial capability to adequately meet the City's requirements. Should the City determine that the size or nature of the Proposer's facilities, or the number or experience of its personnel, is inadequate to ensure successful contract performance; City has the right to reject the proposal. City shall be the sole judge of a firm's adequacy in this survey.

E. Overall Ranking

The Committee will then determine the overall ranking by adding the total Revenue Proposal evaluation score with the Technical Quality score to determine the overall ranking.

Following the evaluation and ranking of the proposals, the Evaluation Committee will recommend to the City Manager that a contract be negotiated with the highest ranked responsive and responsible Proposer. Upon concurrence of the City Manager, a contract will be negotiated and submitted to the Board of City Commissioners for their approval.

F. Evaluation Method and Criteria

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Evaluation Committee during the short-listing and final ranking of Proposers by establishing a general framework for those deliberations.



Short listed Proposals will be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all Proposals or waive any minor irregularity or technicality in Proposals received. Proposers are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive.

The successful Proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful Proposer prior to recommendation of award and presentation to the City Commission.

V. GENERAL INFORMATION AND SCHEDULE OF EVENTS

For information concerning this Request for Proposal (RFP), contact the City's Purchasing and Contracts Manager, Keith Glatz, at (954) 724-2450. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

The schedule of events shall be as follows:

Event	Date (on or by)
1. Issuance of Request for Proposals	November 9, 2004
2. Pre-proposal Conference	November 18, 2004
3. Opening of Proposals	January 5, 2005
4. Proposal Evaluations	January 6 - 20, 2005
5. Presentations	February 1, 2005
6. Complete Negotiations	February 21, 2005
7. Award of Contract	March 16, 2005

City reserves the right to delay scheduled dates.

VI. AWARD OF CONTRACT

The contract shall be awarded to the highest-ranked, most responsive and responsible Proposer whose Proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors and criteria set forth herein.



INSTRUCTIONS TO OFFERORS STANDARD TERMS AND CONDITIONS

RFP 05-01R

1. DEFINED TERMS

Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to City as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award. The term "City" refers to the City of Tamarac, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit and Public Entity Crime Statement, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONSULTANT" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

2. SPECIAL CONDITIONS

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

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting a Proposal, each Offeror must (a) visit the site to familiarize themselves with the facilities and equipment that may in any manner affect cost, or performance of the work; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (c) study and carefully correlate the Offeror's observations with the Proposal Documents; and (d) notify the Purchasing and Contracts Manager or designee of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

3.2 The Offeror, by and through the submission of a Proposal, agrees that they shall be held responsible for having examined the facilities and equipment; familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

4. SPECIFICATIONS

4.1 The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.



All interpretations of the Specifications shall be made on the basis of this statement.

- 4.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.
- 4.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Offeror may offer any brand, which meets or exceeds the specifications for any item(s). If a Proposal is based on equivalent products, indicate on the Proposal the manufacturer's name and catalog number. Offeror shall submit with their Proposal complete, descriptive literature and/or specifications. The Offeror should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Offeror fails to name a substitute, it will be assumed that they are bidding on and they will be required to furnish goods identical to Proposal standards.

5. INTERPRETATIONS AND ADDENDA

If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, they shall submit a written request directed to the Purchasing and Contracts Manager or designee for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing and Contracts Manager or designee at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda by certified mail, return receipt requested, mailed to all parties recorded by City's Purchasing and Contracts Manager or designee as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

6. COSTS AND COMPENSATION

- 6.1 Costs and compensation shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.



- 6.2 All costs and compensation shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.
- 6.3 The costs and compensation proposed shall include all franchise fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials in any way involved in the work as well as all costs of transporting and service to the required locations.

7. NON-COLLUSIVE AFFIDAVIT FORM

Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. City considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

8. PUBLIC ENTITY CRIMES

In accordance with F.S. §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

10. PERFORMANCE BONDS AND INSURANCE

Prior to acceptance of the proposal, the Successful Offeror, when required by the Special Conditions, shall submit performance bonds, certificates and/or policies of insurance in the manner, form and amount(s) specified in the Special Conditions.

11. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following is a summary of documents which must be submitted by each Offeror:



- a) Proposal (See Section III – Proposal Requirements)
- b) Offeror's Certification
- c) Certified Resolution
- d) Offeror's Qualification Statement
- e) Non-Collusive Affidavit
- f) Foreign Corporation Statement
- g) Vendor Drug Free Workplace Statement
- h) References
- i) List of Subcontractors
- j) Proof of Insurance

12. SUBMISSION OF PROPOSALS

- 12.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.
- 12.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
- 12.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "**PROPOSAL FOR BUS SHELTER CONSTRUCTION AND INSTALLATION**," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing and Contracts Office for the premature opening of a Proposal not properly addressed and identified. The "Revenue Proposal Form" section of this proposal should be submitted in a separate sealed envelope, and clearly marked "**PROPOSAL FOR BUS SHELTER CONSTRUCTION AND INSTALLATION – REVENUE PROPOSAL SECTION**". The Revenue Proposal Form section should be included as a part of the complete proposal submittal.
- 12.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal



law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

- 12.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of City and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

13. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

- 13.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

14. REJECTION OF PROPOSALS

- 14.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 14.2 City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in the best interest of the City to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.



15. QUALIFICATIONS OF OFFERORS

- 15.1 Each Offeror shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.
- 15.2 As a part of the Proposal evaluation process, City may conduct a background investigation, including a record check by the Broward Sheriff's Office of Offeror. Offeror's submission of a Proposal constitutes acknowledgement of the process and consent to such investigation.
- 15.3 No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed irresponsible for unreliable by City.
- 15.4 City reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.

16. INSURANCE

- 16.1 Contractor agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Contractor, its employees, agents, or SubContractors, if any, with respect to the work and services described herein.
- 16.2 Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk and Safety Manager before beginning work under this Agreement. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurance required under this section prior to beginning any work under this Agreement.
- 16.3 Contractor shall indemnify and save the City harmless from any damage resulting to it for failure of either Contractor or any SubContractor to obtain or maintain such insurance.
- 16.4 The following are required types and minimum limits of insurance coverage, which the Contractor agrees to maintain during the term of this contract:

Line of Business/ Coverage	Occurrence	Aggregate
Commercial General Liability	\$1,000,000	\$1,000,000
Including:		
Premises/Operations		
Contractual Liability		
Personal Injury		



Explosion, Collapse, Underground Hazard
 Products/Completed Operations
 Broad Form Property Damage
 Cross Liability and Severability of Interest Clause

Line of Business/ Coverage	Occurrence	Aggregate
Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation & Employer's Liability	Statutory	
X Professional Liability (Errors and Omissions)	\$1,000,000	

Builder's Risk Insurance: In an amount not less than THE REPLACEMENT COST for the construction of the work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than five thousand and xx/100 dollars (\$5,000) per claim.

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

- 16.5 Neither Contractor nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Contractor will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.
- 16.6 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.
- 16.7 The Contractor's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Contractor's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.
- 16.8 The Contractor shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Contractor purchase a bond to cover the full amount of the deductible or self-insured retention.
- X 16.9 If the Contractor is to provide professional services under this Agreement, the Contractor must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability.
- 16.10 The Successful Contractor agrees to perform the work under the Contract as an independent Contractor, and not as a subContractor, agent or employee of City.

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

**17. INDEMNIFICATION**

- 17.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subContractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 17.2 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

18. WARRANTIES

- 18.1 Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.
- 18.2 Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 18.3 Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 18.4 All warranties made by Successful Offeror together with service warranties and guaranties shall run to City and the successors and assigns of City.

19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Successful Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Offeror will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must 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. The Successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

20. TAXES

Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

21. PERMITS, FEES AND NOTICES

Successful Offeror shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal, except where expressly noted in the specifications requirement.

22. TERMINATION FOR CAUSE AND DEFAULT

In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, City shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within thirty (30) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of City, City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

23. TERMINATION FOR CONVENIENCE OF City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, City may without cause and without prejudice to any other right or remedy, terminate the Agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the Agreement is terminated for the convenience of City, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of City under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subContractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

24. AUDIT RIGHTS

City reserves the right to audit the records relating to this contract of Successful Offeror at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Successful Offeror shall agree to submit to an audit by an independent certified public accountant selected by City. Successful Offeror shall allow City to inspect, examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the Contract.

**25. ASSIGNMENT**

- 25.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without City's prior written approval.
- 25.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

26. BACKGROUND INVESTIGATION

As a part of the Proposal evaluation process, the City may conduct a background investigation including a criminal record check of Offeror's officers and/or employees, by the Broward County Sheriff's Office. Offeror's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Offeror's qualifications.

27. CONDITIONS OF MATERIALS

All materials and products supplied by the Offeror in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to reject the product, and require replacement of the product at no cost to the City. Successful Offeror shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

28. COPYRIGHTS OR PATENT RIGHTS

The Offeror warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The Offeror agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

29. SAFETY STANDARDS

The Offeror warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act and its amendments to any industry standards, if applicable.

30. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

**REVENUE PROPOSAL FORM****RFP NO. 05-01R****Return in a Separate Sealed Envelope**

Submitted by: _____

Date _____

THIS REVENUE PROPOSAL SUBMITTED TO:

City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this Proposal.
2. This Proposal will remain subject to acceptance for sixty (60) days after the day of Proposal opening. Proposer will sign and submit the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award or as specified in the RFP requirements.
 - a) Proposer has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - b) Proposer has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Proposer.
 - c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
3. Proposer agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

**REVENUE PROPOSAL FORM**
(continued)**PROPOSAL NO. 05-01R****Return In a Separate Sealed Envelope**

The City of Tamarac is hereby requesting Proposals, from qualified firms, to provide bus shelter construction, installation and maintenance.

We propose to furnish the following in conformity with the specifications and at the below stated revenue proposal. The Revenue Proposal quoted has been checked and certified to be correct.

DESCRIPTION	TOTAL COST
Monthly Minimum Guarantee	\$

The City reserves the right to reject any Proposal, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this Proposal, and further, that they have examined the Invitation to Proposal, the instructions to Proposers, the Specifications, and other documents included in this Proposal request, and hereby promises and agrees that, if this Proposal is accepted, they will faithfully fulfill the terms of this Proposal together with all guarantees and warranties thereto. The undersigned Proposer further certifies the product and/or equipment meets or exceeds the specification as stated in the Proposal package; and also agrees that products and/or equipment to be delivered which fail to meet Proposal specifications will be rejected by the City within thirty (30) days of delivery. Return of rejection will be at the expense of the Proposer

Company Name_____
Authorized Signature_____
Address_____
Typed/Printed Name_____
City, State, ZIP_____
Telephone & Fax Number_____
Contractor's License Number_____
Contact Person E-mail Address

**CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☐

If "Other", Explain: _____

Authorized Signature

Name (Printed Or Typed)

Title

Federal Employer I.D./Social Security No.

Company Name

Address

City/State/Zip

Telephone

Fax Number

Contact Person

**CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

Indicate which type of organization below:

INDIVIDUAL

☐

PARTNERSHIP

☐

CORPORATION

☐

OTHER

☐

If "Other", Explain: _____

Authorized Signature

Name (Printed Or Typed)

Title

Federal Employer I.D./Social Security No.

Company Name

Address

City/State/Zip

Telephone

Fax Number

Contact Person



FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
 - ☐ (a) Maintaining, defending, or settling any proceeding.
 - ☐ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ☐ (c) Maintaining bank accounts.
 - ☐ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - ☐ (e) Selling through independent contractors.
 - ☐ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ☐ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ☐ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ☐ (i) Transacting business in interstate commerce.
 - ☐ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ☐ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ☐ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ☐ (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) ☐ Partnership, Joint Venture, Estate or Trust
- (II) ☐ Sole Proprietorship or Self Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER



VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name

**REFERENCES**

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name**Address****City State Zip****Phone/Fax****Agency/Firm Name:****Address****City State Zip****Phone/Fax****Contact Name****Agency/Firm Name:****Address****City State Zip****Phone/Fax****Contact Name****Agency/Firm Name:****Address****City State Zip****Phone/Fax****Contact Name****Agency/Firm Name:****Address****City State Zip****Phone/Fax****Contact Name****Agency/Firm Name:****Address****City State Zip****Phone/Fax****Contact Name**



LIST OF SUBCONTRACTORS

The Bidder shall list below the names and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the Work that will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

[illegible]

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	Must Include General Liability			EACH OCCURRENCE \$
				FIRE DAMAGE (Any one fire) \$
				MED EXP (Any one person) \$
				PERSONAL & ADV INJURY \$
				GENERAL AGGREGATE \$
				PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SAMPLE CERTIFICATE			
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
				OTHER THAN EA ACC \$
				AGG \$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
				AGGREGATE \$
				\$
				\$
				\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
				E.L. EACH ACCIDENT \$
				E.L. DISEASE - EA EMPLOYEE \$
				E.L. DISEASE - POLICY LIMIT \$
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS

Certificate must contain wording similar to what appears below**"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"**

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

City of Tamarac

7525 NW 88th Avenue

City Must Be Named as Certificate Holder

MAIL 30 DAYS WRITTEN LEFT.

AUTHORIZED REPRESENTATIVE

Bus Shelter Locations

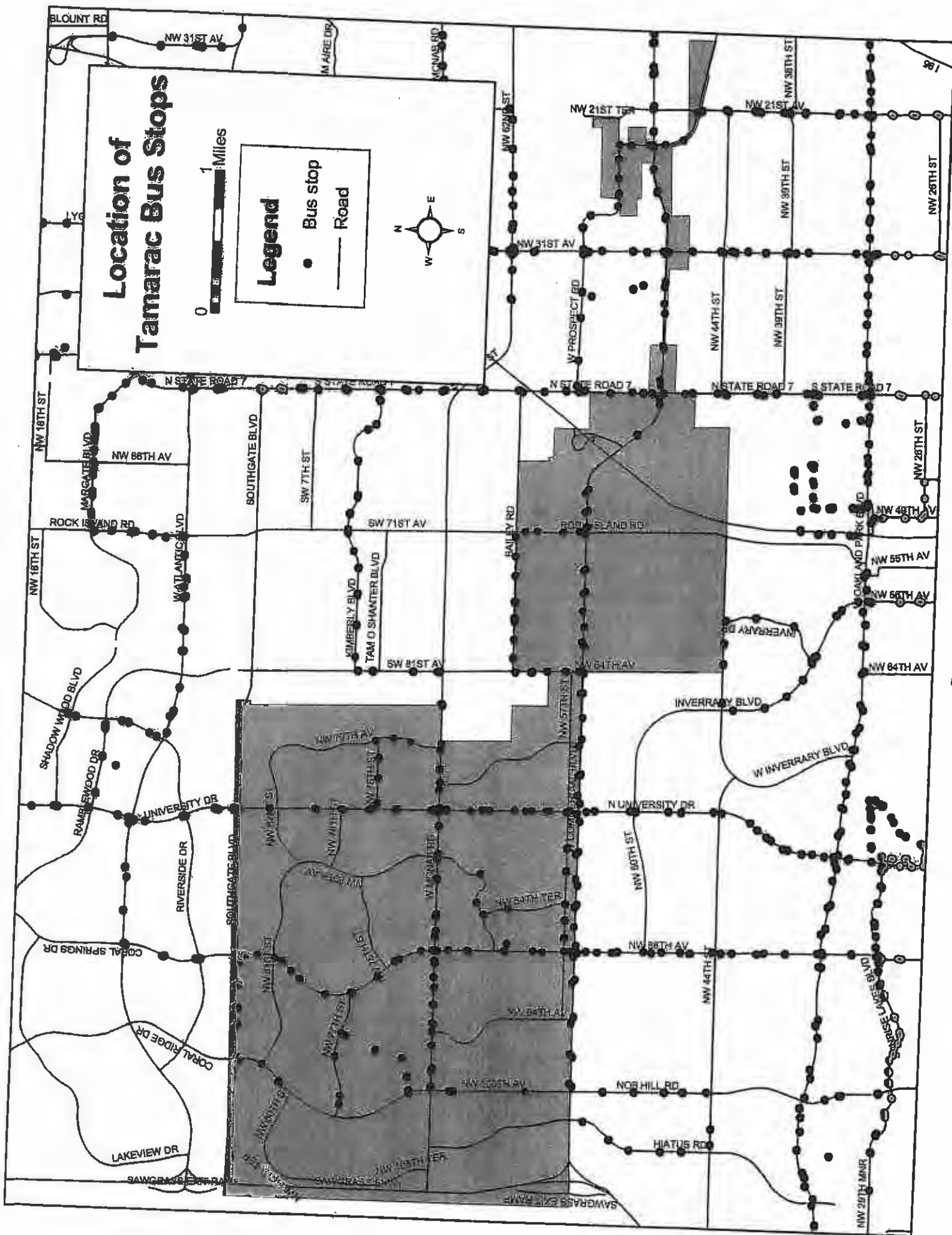
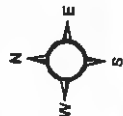
7010 University Dr - McNab Road - East side
7200 University Dr. - In front of Piccadilly Café - East side
7800 University Dr - In front of Kidney Center - East side
7912 University Dr - Tropical Plants Business - East side
8290 University Dr - First Medical Bldg. - East Side
2340 University Dr - Southgate Blvd. - East Side
7825 Southgate Blvd - University Drive - North side
8299 University Dr - Amoco Station - West side
7707 University Drive - Woodmont - West side
5000 Commercial Blvd - Sabal Palm - South side
4000 Commercial Blvd - Sabal Palm - North side
5825 University Drive - Midway Plaza - West side
McNab Rd - NW 93 Ave - South side
5703 University Dr - Midway Plaza - West side
9910 McNab Rd - Nob Hill Rd - North side
5369 SR 7 - West side
9910 McNab Rd - Nob Hill Rd - South side
4102 Commercial Blvd. - W of SR 7 - South side
8161 University Dr - University Club Apts. - West side
6799 University Drive - McNab Rd - West side
8245 NW 88 Ave - East side
8600 NW 88 Ave - East side
8275 NW 88 Ave - West side
8759 NW 57 St - North side
7911 NW 57 St - North side
6734 University Drive - McNab Rd - East side
SE Corner of Commercial Blvd-State Road 7—fronting Commercial Blvd.

Location of Tamarac Bus Stops

0 0.5 1 Miles

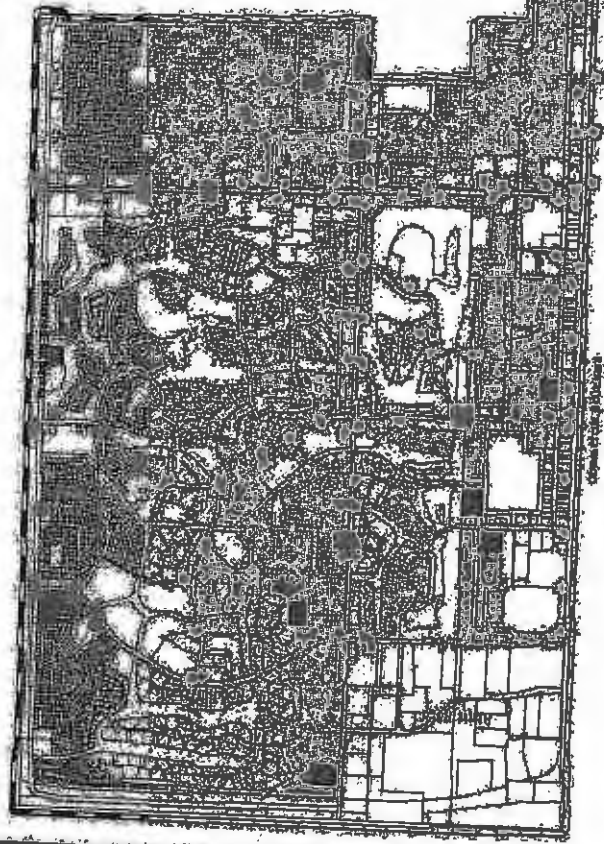
Legend

- Bus stop
- Road



City of Tamarac Boundary and Bus Stops

City of Coral Springs



City of Sunrise

City of Lauderdale Hill

City of North
Lauderdale

Unincorporated
Broward County

City of Fort Lauderdale

City of Lauderdale Lakes



City of Tamarac, Broward County, Florida
This is a map of the City of Tamarac, Florida, showing the city's boundaries and bus stops. The map is for informational purposes only and does not constitute a legal document. No warranty is made by the City of Tamarac for the accuracy of the information shown on this map.

- ☐ Partial Boundaries
- ☒ Bus Stops (2015)

2000' 0' 2000' 4000' Feet

Stop ID	Location of Stop	Routes Served	Average Daily Boardings	Average Daily Alightings	Total Activity
193	UNIV D/NW 58 S	2	0	104	104
194	UNIV D/NW 61 S	2	0	0	0
195	UNIV D/NW 64 S	2	0	0	0
196	UNIV D/MCNAB R (S)	2	52	52	104
197	UNIV D/MCNAB R (N)	2,57	0	19.75	13.75
198	UNIV D/NW 72 S	2,57	0	106.75	106.75
199	UNIV D#7910	2	0	0	0
200	UNIV D/SOUTHGATE B	2	0	0	0
250	UNIV D/NW 78 S	2	0	0	0
251	UNIV D/MCNAB R (N)	2	52	0	52
252	UNIV D/MCNAB R (S)	2	364	0	364
253	UNIV D/NW 61 S	2	0	0	0
254	UNIV D/NW 57 S	2	104	104	208
1273	441/COMMERCIAL B (S)	18	67.89	20.89	88.78
1677	COM B/NW 28 A	55	3.67	2.93	6.6
1678	COM B/NW 29 T	55	5.87	2.93	8.8
1679	COM B/NW 31 A	55	13.93	24.2	38.13
1680	COM B/NW 33 A	11,55,57	14.67	17.97	32.63
1681	COM B/NW 37 A	11,55,57	3.86	18.52	22.37
1682	COM B/NW 47 T	55,57	16.68	8.8	25.48
1683	COM B/NW 49 AV	55,57	3.48	0.73	4.22
1684	COM B/NW 70 AV	55,57	2.75	11.73	14.48
1685	MCNAB R/WSTWD B E	62	1.43	1.43	2.86
1686	MCNAB R/NW 84 A	62	1.43	0	1.43
1687	MCNAB R/SNNLND BNK	62	2.14	0.71	2.86
1692	COM B/NW 33 A	55	9.53	13.93	23.47
1693	COM B/NW 31 A	55	16.87	19.07	35.93
1694	COM B/NW 29 T	55	5.87	2.93	8.8
1695	COM B/NW 28 A	55	2.93	0.73	3.67
1696	COM B/NW 26 T	55	0.73	0.73	1.47
1697	COM B/PRSPCT R	55	5.87	5.13	11
2222	PRSPCT R/COM B	11	6.6	0	6.6
2223	PRSPCT R/NW 26 A	11	0	0	0
2224	PRSPCT R/NW 27 A	11	0	0	0
2225	PRSPCT R/NW 28 A	11	0	0	0
2229	PRSPCT R/NW 28 A	11	0	0	0
2229	PRSPCT R/NW 27 A	11	0	0	0
2230	PRSPCT R/NW 26 A	11	0	1.65	1.65
2231	NW 31 A/COM B	31	1.65	0	1.65
2255	RK IS R/COM BLVD	57	61.5	6	67.5
2256	RK IS R/SBL PLM B	57	0	0	0
2257	BAILEY RD/SHAKER VL	57	0	2.75	2.75
2260	BAILEY RD/BNYN LK EN	57	0	2.75	2.75
2259	BAILEY RD/NW 64 AV	57	0	0	0
2262	NW 64 A/NW 67 CT	57	8.25	0	8.25
2263	WSTWD D/NW 74 C	62	0	0	0
2264	WSTWD D/NW 97 A	62	0	2.86	2.86
2265	WSTWD D/NW 100 A	62	0	4.29	4.29
2266	NW 70 A/NW 74 P	57	2.86	7.14	10
2267	NW 70 A/NW 71 S	57	0	0	0
			0	2.75	2.75

Step ID	Location of Stop	Routes Served	Average Daily Boardings	Average Daily Alightings	Total Activity
2268	NW 64 A/NW 57 S	57	0	0	0
2271	BAILEY RD/NW 61 ST	57	13.75	0	13.75
2517	NW 64 A/COM BLVD	57	0	2.75	2.75
2533	NW 77 S/NOB HILL R	62	7.14	1.43	8.57
2595	PN IS R/MCNAB R (S)	88	0.83	7.46	8.29
2649	NW 31 A/COM B	31	33	29.5	61.5
2803	COM B/441	11,55,57	28.97	86.17	115.13
2804	BAILEY R/RK IS RD	57	2.75	0	2.75
2805	MCNAB R/NW 76 A	62	2.14	2.14	4.29
2806	NW 76 S/UNIV D	57	0	0	0
2807	NW 76 S/NW 72 A	57	2.75	0	2.75
2808	NW 76 S/NW 70 A	57	2.75	0	2.75
2809	MCNAB R/BRKWD BLVD	57,62	2.86	8.57	11.43
2810	BAILEY RD/SHAKER VL	57	5.5	0	5.5
2811	COM B/NW 73 AV	55,57	0.73	2.2	2.93
2812	MCNAB R/LIME BAY L	62	4.29	1.43	5.71
2827	MCNAB R/NW 100 A	62	7.14	7.14	14.29
2828	MCNAB R/UNIV D	62	11.43	12.86	24.29
2829	MCNAB R/BRKWD D	62	1.43	0	1.43
2870	MCNAB R/UNIV D	57,62	17.64	53.57	71.21
2871	MCNAB R/SNNLND BNK	57,62	1.43	0	1.43
2872	MCNAB R/NW 84 AV	57,62	0	0.71	0.71
2873	MCNAB R/SHOPS-TMRC	57,62	4.18	7.86	12.04
2874	MCNAB R/NW 94 A	57,62	0	0.71	0.71
2875	WSTWD D/NW 99 A	62	0.71	0.71	1.43
2876	WSTWD D/NW 97 A	62	5.71	0	5.71
2877	WSTWD D/NW 74 C	62	3.57	3.57	7.14
2878	SGTE B/NOB HLL R	62	3.57	4.29	7.86
2879	SGTE B/NW 93 A	62	1.43	0	1.43
2883	MCNAB R/UNIV D	62	51.43	3.57	55
2884	MCNAB R/LAGOS CAMPO	57,62	3.57	7.86	11.43
2886	CRL SPR D/SGTE B	62,88	6.4	9.61	16.01
2936	CRL SPR D/SGTE B	88	8.29	4.56	12.85
2937	SGTE B/CRL SPR D	62	10.71	3.57	14.29
2938	SGTE B/NW 93 A	62	0	0	0
2939	SGTE B/NW 95 A	62	1.43	1.43	2.86
2940	SGTE B/NW 91 T	62	0	0.71	0.71
2990	MCNAB R/NW 98 A	62	0	0	0
2992	MCNAB R/NW 70 AV	57,62	4.89	2.86	7.75
3006	MCNAB R/NW 94 A	62	2.14	0	2.14
3011	SGTE B/NW 95 A	62	0	0.71	0.71
3021	BAILEY RD/NW 55 LN	57	2.75	0	2.75
3204	UNIV D/NW 78 S	2	0	0	0
3205	UNIV D/NW 82 S	2	52	0	52
3207	UNIV D/NW 82 S	2	52	0	52
3208	UNIV D/UNIV CLUB APT	2	0	0	0
3209	UNIV D/NW 72 S	2	0	0	0
3222	UNIV D/NW 57 S	2	0	0	0
3223	UNIV D/#6000	2	104	208	312
3228	UNIV D/CONCORD VLI	2	0	0	0
			0	0	0

Stop ID	Location of Stop	Routes Served	Average Daily Boardings	Average Daily Alightings	Total Activity
3229	UNIV D/OVERPASS	2	0	0	0
3230	UNIV D/SOUTHGATE B	2	0	0	0
3231	UNIV D/CONCORD VL II	2	0	0	0
3232	UNIV D/NW 58 S	2	0	0	0
3239	COM B/EXCHANGE	11,55,57	0	0	0
3245	SGTE B/NW 91 T	62	4.58	8.8	13.38
3246	CRL SPR D/TMRC T-SQ	88	0	0.71	0.71
3250	NOB HILL R/SGTE B	62	0.41	4.98	5.39
3251	WSTWD D/NW 77 S	62	5	2.14	7.14
3252	WESTWD D/NW 77 S	62	4.29	3.57	7.86
3253	NW 77 S/GREENWOOD B	62	3.57	3.57	7.14
3270	NW 77 S/NW 96 A	62	0.71	4.29	5
3323	MCNAB R/PN IS RD	57,62	4.29	1.43	5.71
3324	NW 64 A/COM BLVD	57	2.14	21.21	23.36
3326	NOB HILL R/NW 81 S	62	0	0	0
3388	441/COMM B (N)	18	4.29	4.29	8.57
3392	MCNAB R/NOB HL R	62	31.33	15.67	47
3482	PRSPCT R/NW 52 S	11	0.71	3.57	4.29
3571	BAILEY RD/BNYN LK EN	57	8.25	3.3	11.55
3637	MCNAB R/SHOPS-TMRC	62	0	2.75	2.75
3710	NOB HILL R/NOB HLL C	62	3.57	3.57	7.14
3711	NOB HILL R/NOB HLL C	62	3.57	2.86	6.43
3756	PN IS R/MCNAB R	88	10	5	15
3765	PRSPCT R/NW 21 A	11	5.8	3.73	9.54
3769	441/#5200	11,18,57	1.65	11.55	13.2
3773	PRSPCT R/COM B	11	18.97	51.95	70.92
3774	PRSPCT R/OAK TREE	11	1.65	0	1.65
3888	441/COM B	11,18,57	6.6	0	6.6
4010	NW 77 S/NW 97 A	62	38.22	110.24	148.46
4011	MCNAB R/PN IS R	62	0.71	2.14	2.86
4023	WSTWD D/NOB HL R	62	3.57	2.14	5.71
4025	NW 64 A/#5830	57	1.43	0.71	2.14
4110	COM B/NW 50 AV	55,57	0	0	0
4111	COM B/UNIV DR	55,57	3.67	7.88	11.55
4112	NW 76 S/NW 73 T	57	7.33	45.28	52.62
4326	NW 57 S/NW 79 A	57	0	0	0
4327	NW 57 S/NW 82 A	57	0	2.75	2.75
4328	NW 57 S/NW 84 T	57	0	2.75	2.75
4329	NW 57 S/NW 87 A	57	0	2.75	2.75
4330	NW 57 S/NW 87 A	57	0	0	0
4331	NW 57 S/PINE IS R	57	0	0	0
4332	PN IS R/#5902	57,88	0	8.25	8.25
4333	NW 61 S/NW PINE IS R	57	0.41	0.41	0.83
4334	NW 61 S/NW 84 T	57	0	0	0
4335	NW 84 T/LAGOS-CAMPO	57	0	0	0
4336	LAGOS-CAMPO/SND PT B	57	0	0	0
4337	LAGO-CAMPO/VRSLLS G	57	11	0	11
4339	MCNAB R/LAGOS-CAMPO	57,62	0	0	0
4343	MCNAB R/NW 95 T	57,62	5	6.32	11.32
4344	MCNAB R/NW 98 AV	57	0.71	0.71	1.43
			0	0	0

Stop ID	Location of Stop	Routes Served	Average Daily Boardings	Average Daily Alightings	Total Activity
4345	NOB HILL R/MCNAB	57	0	2.75	2.75
4346	NOB HILL R/NW 67 ST	57	0	2.75	2.75
4347	NOB HILL R/PLUM BAY	57	0	2.75	2.75
4351	MCNAB R/NW 92 AV	57,62	6.93	11.93	18.86
4353	COM B/UNIV DR	55,57	24.38	73.88	98.27
4610	COM B/441	55,57	114.4	80.67	195.07
4756	PRSPCT R/# 2873	11	9.9	19.8	29.7
4777	BAILEY RD/WOODLND B	57	0	2.75	2.75
5033	RK IS R/BAILEY	57	0	2.75	2.75
5034	RK IS R/SPRNG HOUSE	57	0	2.75	2.75
5035	COM B/NW 50 AV	55,57	10.27	0.73	11
5036	COM B/NW 49 AV	55,57	2.2	0.73	2.93
5037	COM B/NW 47 TR	55,57	4.4	16.68	21.08
5064	COM B/RK IS R	55	4.4	2.2	6.6
5065	COM B/WDL D B	55	2.93	4.4	7.33
5066	COM B/NW 57 W	55	2.93	5.87	8.8
5067	COM B/NW 58 W	55	7.33	8.8	16.13
5068	COM B/WHITE OAK L	55	1.47	1.47	2.93
5070	COM B/NW 79 A	55	0.73	7.33	8.07
5071	COM B/NW 82 AV	55	1.47	3.67	5.13
5072	COM B/NW 84 T	55	0	0.73	0.73
5073	COM B/TMRC COM CTR	55	0	3.67	3.67
5074	COM B/PINE IS R	55	2.2	12.47	14.67
5075	COM B/NW 91 A	55	0.73	4.4	5.13
5076	COM B/NW 94 A	55	2.2	5.13	7.33
5077	COM B/SNRS MUSIC T	55	0	0	0
5093	COM B/WHITE OAK L	55	0.73	1.47	2.2
5094	COM B/BANYAN L	55	5.87	7.53	13.2
5095	COM B/WDL D B	55	3.67	2.93	6.6
5096	COM B/RK IS R	55	16.13	3.67	19.8
5097	COM B/MNLD D	55	38.87	51.33	90.2
5098	COM B/441	55	70.4	10.27	80.67
5099	COM B/NW 37 A	55	12.47	0	12.47
5100	COM B/FDOT	55	16.13	1.47	17.6
5105	PRSPCT R/COM B	11	1.65	4.95	6.6
5110	PRSPCT R/NW 53 ST	11	4.95	3.3	8.25
5130	PN IS R/NW 81 S	88	2.49	0	2.49
5131	PN IS R/NW 79 S	88	0.83	0.41	1.24
5132	PN IS R/NW 78 S	88	2.07	0.83	2.9
5133	PN IS R/NW 77 S	88	4.98	1.66	6.63
5134	PN IS R/TMRAC CITY HALL	88	0	0	0
5135	PN IS R/WOODMONT A	88	0.41	1.65	2.07
5136	PN IS R/NW 70 S	88	3.73	0	3.73
5137	PN IS R/NW 67 C	88	0.41	0	0.41
5138	PN IS R/PARADISE D	88	2.07	0.41	2.49
5139	PN IS R/NW 58 ST	88	1.24	1.24	2.49
5167	SGTE B/PN IS R	62	0	6.43	6.43
5188	PN IS R/COM B (N)	88	10.78	7.05	17.83
5190	PN IS R/NW 61 S	88	0.83	2.49	3.32
5191	PN IS R/COLONY WEST	88	0	0.41	0.41

Stop ID	Location of Stop	Routes Served	Average Daily Boardings	Average Daily Alightings	Total Activity
5192	PN IS R/WOODMONT A	88	0.83	3.32	4.15
5193	PN IS R/CITY HALL	88	0.83	1.66	2.49
5194	PN IS R/NW 77 S	88	1.66	8.29	9.95
5195	PN IS R/AZALEA C	88	0.41	2.49	2.9
5315	COM B/BLUEJACK OAK CIR	55	2.93	3.67	6.6
5327	COM B/NOB HILL RD	55	3.67	11	14.67
5329	PN IS R/MCNAB R (N)	88	3.73	12.44	16.17
5359	COM B/PINE IS R	55	2.2	4.4	6.6
5397	UNIV D/TAMARAC PK	2	0	0	0
5432	NW 77 S/NOB HILL R	62	0	0	0
5434	NW 77 S/NW 99 T	62	0	0	0
5441	NOB HILL R/NW 80 S	62	0	0	0
5442	NOB HILL R/NW 80 S	62	0	0	0
5443	NOB HILL R/NW 81 S	62	0	0	0
5469	NOB HILL R/COM B	55	0	0	0
5470	NOB HILL R/#6001	55	0	0	0
5471	NOB HILL R/MCNAB	55	0	0	0
5472	MCNAB R/NOB HILL R	55	0	0	0
5474	HIATUS R/NW 67 S	55	0	0	0
5475	HIATUS R/@ ADA PAD	55	0	0	0
5476	HIATUS R/UTILITIES DEPT	55	0	0	0
5477	HIATUS R/COM B	55	0	0	0
5479	441/COMM B	18	0	0	0



**SAMPLE
AGREEMENT
BETWEEN THE City OF TAMARAC
AND**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and , a _____ corporation with principal offices located at _____ (the "Contractor") to provide for Bus Shelter Construction, Installation and Maintenance.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Request for Proposals (RFP) 05-01R, including all conditions therein, (General, Special and other Conditions), drawings and specifications, all addenda issued prior to, and all modifications issued after, execution of this Agreement, and the Contractor's proposal included herein. These Contract Documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein.

2. TERM

The initial term of this Agreement shall be for a ten (10) year period commencing on _____, 200__ and ending _____, 200__

Contractor shall begin installation of shelters not later than ninety (90) days from execution of Agreement or on a space available basis.

City shall have the sole option to renew this Agreement for one (1) additional five (5) year term. Written notice of the City's intent to renew shall be provided to Contractor one hundred twenty (120) days prior to the expiration of this Agreement.

3. TERMINATION

3.1 Termination for Convenience

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the City against loss pertaining to this termination.



3.2 Default by Contractor

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

4. THE WORK

The Contractor shall perform all work for the City as set forth in Contractor's proposal and as required by the Contract Documents as set forth below:

- 4.1. Contractor shall furnish all labor, materials, and equipment necessary to install and maintain bus shelters at public transit stops within the City limits.
- 4.2. Contractor shall have the exclusive right to construct, erect, install, repair and maintain public bus shelters at no cost to the City, and to place such shelters at locations on public property or within the public right-of-way approved by the City. The shelters shall remain the sole property of the Contractor and must be removed within sixty (60) days of termination of this Agreement. Upon termination of this Agreement, the Contractor shall no longer possess the right to maintain, operate or install shelters within the City. The City has approved placing and/or replacing shelters at the locations set forth herein as Exhibit " " to this Agreement. Placement of shelters at additional locations is subject to the approval and/or direction of the City. All locations shall be public transit stops. All locations and shelter installations must conform to federal, state, county and municipal laws, ordinances and rules and regulations, including but not limited to the American's With Disabilities Act, and have the approval of the City prior to installation of the shelters in accordance with the provisions of this Agreement. Contractor shall have the sole responsibility, at its sole cost expense, to obtain all necessary local, county, state and federal permits. All shelters shall be located within twenty-five (25) feet of a bus stop. Only one (1) shelter is permitted at a bus stop, unless agreed by City and Contractor that it is necessary to have more than one shelter at a location. There shall not be an advertising bus bench allowed at the same transit location as a permitted bus shelter. It is not the intent of the City to allow unrestricted advertising.
- 4.3. All shelters shall be constructed of top grade materials and conform to the Florida Building Code as well as all applicable state, county and municipal codes, as described in the specifications and model as set forth in Exhibit " " to this Agreement, attached hereto and incorporated herein as if set forth in full. The Contractor shall obtain all necessary permits for all shelter construction. However, the City shall cooperate with the Contractor on permitting to the fullest extent possible and in accordance with the Florida Building Code and State Statutes.



- 4.4. The Contractor shall install new shelters at all locations, as specified in Exhibit " ". Contractor shall install a minimum of five shelters per month. Shelter locations and order of replacement to be agreed upon between the City and Contractor.
- 4.5. The Contractor shall not be responsible for the removal of any existing bus shelters installed by any previous bus shelter contractor; nor shall the Contractor be responsible for removing any previous improvements, concrete pads or any other additions utilized for the benefit of the previous bus shelter contractor.
- 4.6. The Contractor shall at its sole cost and expense maintain all such shelters in good and serviceable condition during the entire term of this Agreement. Each shelter shall be routinely visited for maintenance a minimum of once every three (3) days. Each shelter and associated pad shall be power washed as needed however on a minimum of one time per year. The City reserves the right to periodically inspect such shelters to determine their condition. The Contractor shall remove, replace or recondition, to the satisfaction of the City, any shelters, which the City determines, are not at an approved location or no longer in good or serviceable condition. The style and construction of any replacement shelters shall be the same as the shelter replaced, unless prior written City approval is received. In the event City inspects and determines that shelter is in need of cleaning or maintenance, City shall notify Contractor who shall perform maintenance within 2 business days. This section shall supercede any conflicting terms and conditions included in RFP No. 05-01R.
- 4.7. Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- 4.8. Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- 4.9. Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.



5. REPAIR/REPLACEMENT/REMOVAL

- 5.1. In the event the City shall determine that a shelter should be repaired or replaced, or constitutes unrestricted advertising in the City's sole opinion, or that a shelter does not comply with this Agreement, it shall give the Contractor notice, identifying the exact location of the shelter and corrective measure to be taken.
- 5.2. Contractor shall repair, replace, remove the shelter or take corrective measures specified by City within two (2) business days of receipt of such notice.
- 5.3. In the event the City determines that a shelter or advertisement within a shelter, constitutes a hazard to persons, pedestrians, property or vehicular traffic or seriously disrupts the public right-of-way, the City shall notify Contractor who shall remove the shelter or advertisement immediately upon receipt of - notice, but no longer than two (2) business days from receipt of verbal or written notification, whichever occurs first.
- 5.4. In the event the Contractor fails to repair, replace or remove the shelter within the above-specified periods, the City shall have the right to repair, replace or remove and store the shelter at the expense of the Contractor.
- 5.5. If a shelter is to be removed under this provision, it may be moved to another location agreed upon between the City and Contractor.
- 5.6. Upon termination Contractor shall have sixty (60) days to remove shelters. Upon expiration of sixty (60) days City shall have the option to remove and store shelters at Contractor's expense. After sixty (60) days storage, City shall have the option to dispose of shelters at Contractor's expense.

6. MAINTENANCE

It will be the Contractor's responsibility, at Contractor's expense, to maintain the shelter site and surrounding area for a minimum distance of ten (10) feet from the shelter to insure that the site is free of trash, high grass, weeds or other rubbish, fumigating the shelter as needed. Trash receptacles shall be located at all shelter sites; the "Contractor" will provide trash pick up and disposal at no cost to City. Collection and disposal service to be provided by Contractor on at a minimum one time per week or on a more frequent basis as determined by the City.

7. REPAIR/REPLACEMENT OF PUBLIC/PRIVATE PROPERTY

The Contractor shall repair or replace all structures or facilities on public or private property, which may have been damaged during construction, operation or removal of bus shelters owned by the Contractor. The work shall include but not be limited to sidewalks, driveways, posts, poles, walls, fences, gates, footing, trees, shrubs, lawns, sprinklers, curbs, gutters, utilities (both overhead and underground), manholes, catch basins, inlets,



parkways, parkway drains, street surfaces, and landscaping in the parkway areas. The work shall include furnishing and replacing planting soil, trees, shrubs, grass sod and other ground cover planting as required to conform to the original surface condition and cross-section as specified, and cleanup and removal of all surplus materials, rubbish and trash of every nature remaining after the construction has been completed. The Contractor further agrees to repair or replace public or private property in a manner acceptable to the City. All repairs and replacements shall incorporate materials and methods similar to those used in the original structure, unless otherwise specified. This section shall survive termination of the Agreement.

8. RELOCATION OF SHELTERS

In the event of a change in transit stops or other transportation system designations, changes in street design or rights-of-way or changes the City deems necessary for the public health, safety, welfare and convenience, or changes in demographics which materially affect the pedestrian and vehicular traffic flow at or near shelters established in connection herewith, the Contractor, at the City's written request, shall relocate a designated shelter to another location mutually agreed to by the City and the Contractor. The expense in connection with such relocation shall be borne by the Contractor, and the Contractor shall act expeditiously in order to relocate such shelters, and in the event that a change of street design or right-of-way location shall require the relocation of a shelter, the Contractor shall coordinate its work with the ContractorS or other personnel performing labor in connection with the change of street design or right-of way location in order to accomplish the relocation expeditiously and without interference to the work in connection with the relocation of streets or right-of-way. Contractor shall not place, remove or relocate shelters unless directed to do so in writing by the City.

9. ADVERTISING

- 9.1. The Contractor shall be authorized to sell and install professionally designed, commercial advertising to be placed upon specified shelters as set forth in Exhibit, provided, however, that advertising of tobacco, firearms, massage parlors, adult book stores, adult theaters, adult escort services and pornographic or obscene matters are prohibited. The determination of objectionable, obscene or pornographic advertising shall be the right of the City whose decisions on these matters shall be final. All advertising signs shall have a maximum size of forty-eight (48) inches by sixty-nine (69) inches.
- 9.2. Contractor shall provide at a minimum two non advertising shelters at locations designated by City. The Contractor shall not be obligated to pay City for these shelters.
- 9.3. Contractor shall provide space for City sponsored advertising messages on a space available basis. In the event space is available for City sponsored advertising messages, the Contractor shall provide the City with one (1) advertising panel, per month, for each three (3) shelter locations that are in place from time to time. In no event shall a paying customer be removed from an ad space that the City wants to utilize for City messages. The



Contractor shall not be responsible for paying for public service message material. The City shall provide all necessary materials at its sole cost and expense. However, the Contractor, will install at no additional cost to the City, such public service advertisements within a reasonable time after said advertisements are provided to the Contractor for installation.

10. SHELTER IDENTIFICATION

Each shelter shall be identified with a shelter number, the name of the Contractor and an 800 or local telephone number.

11. TELEPHONE SERVICE

Contractor shall provide personnel to answer Contractor's business phone during business hours if/when any citizen calls concerning shelters. A log of complaints about shelters, including the subject of the complaint and the action taken, shall be kept and made available to the City upon City's request.

12. AVAILABILITY

Contractor shall maintain an office in Broward County, Florida, unless otherwise mutually agreed upon, and shall provide the name, address, phone and fax number of a local supervising employee whom the City may contact on a 24 hour basis, within 10 days of contract award.

13. REPORTS/INSTALLATIONS/MAINTENANCE

- 13.1. The Contractor shall submit a quarterly report within fifteen (15) days of the end of each contract quarter, with first report due by _____, 200___. Each report shall contain the following:
- 13.2. The location and date of installation of shelters installed during the prior quarter.
- 13.3. The location and date of removal of shelters removed during the prior quarter.
- 13.4. A listing of all shelters located within the City and their locations, at the end of the prior quarter.
- 13.5. A record of all maintenance performed including date, shelter location(s) and type of work performed.
- 13.6. All reports shall be sent to the City's Building Official. The form of the report to be developed by the Contractor is subject to the approval of the City. The City's approval shall not be unreasonably withheld.



14. CONSENT OF PROPERTY OWNER

In the event the proposed location or removal of the shelter is on private property or on property owned by a governmental agency other than the City, the Contractor shall provide written consent from the property owner or governmental agency for the location or removal of the shelter on the property. Such written consent shall be submitted with the Contractor's application for permission to install or remove the shelter. The City agrees to cooperate with the Contractor to help secure said written consent. In the event that a State Shelter Permit is required the City shall submit all necessary paper work for said permit on the Contractor's behalf. All costs associated with securing the state permit shall be borne by the Contractor. Further, the Contractor shall be responsible for preparing all necessary paper work submitted by the City.

15. PAYMENT

In consideration of the right, privilege, and license to display advertising on transit bus shelters throughout the City, Contractor agrees to pay City a guaranteed rate of

15.1. Contractor shall compensate the City at the guaranteed rate as set out above or ___% of the net advertising revenues, whichever is greater, beginning on the date the shelter is placed in service or advertising panel installed, whichever is sooner.

15.2. Net Advertising Revenues - The gross annual amount of revenues generated by the Contractor pursuant to this Agreement, less an industry standard deduction of fifteen percent (15%) for licensed marketing and advertising agency commissions when applicable. No other deductions shall be permitted under the term net advertising revenues.

15.3. Contractor shall remit payment to the City on a semi-annual basis with first payment being due _____, 200_. Contractor shall submit a report with payment to the City's Director of Finance documenting basis of and verifying accuracy of payment. At a minimum, report shall detail the number and location of shelter sites, name(s) of advertiser(s) and the total advertising revenue for the previous six month period.

15.4. Upon renewals guaranteed rate to be remitted by Contractor to City shall increase to \$_____ per shelter per month for the term of the renewal.

16. DELIQUENCY

In the event Contractor fails to make the payment within 10 business days of date due as provided herein, Contractor shall pay an interest charge for each day, or a fraction thereof, that payment is late. An Interest Factor shall be based on the prime rate for the Chase Manhattan Bank, N.A. plus one percent (1%). Calculation will be illustrated as follows:



$$\begin{array}{rclclcl}
 \text{Prime rate} & + & 1\% & + & 365 \text{ days} & = & \text{Daily Interest Rate (DIR)} \\
 \text{DIR} & \times & \text{Days Payment Late} & = & & = & \text{Interest charge}
 \end{array}$$

Note: Regardless of the foregoing, the interest rate referred to in this section will comply with all applicable state laws

17. INSURANCE

17.1. The Contractor shall not commence work under this Agreement until it has obtained all insurance under this Paragraph and evidence of such insurance coverage has been approved by the City. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this Agreement.

17.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

17.3. COMMERCIAL GENERAL LIABILITY

The minimum limits of liability shall be as follows:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

Including:

Premises/Operations
Contractual Liability
Personal Injury
Explosion, Collapse, Underground Hazard
Products/Completed Operations
Broad Form Property Damage
Cross Liability and Severability of Interest Clause

The City shall be named as an additional insured on each policy.

**17.4. COMPREHENSIVE AUTOMOBILE LIABILITY**

Contractor shall also carry comprehensive Automobile Liability Insurance, which shall include coverage for "any auto" within minimum combined single limit of \$1,000,000.

17.5. WORKERS' COMPENSATION

The Contractor and its subcontractors shall annually furnish proof of Workers' Compensation and Employer's Liability Insurance to the City in no less than the minimum limits required by the State of Florida.

17.6. CERTIFICATE OF INSURANCE

The Contractor and subcontractors shall annually furnish the City proof of the insurance required. The COMPANY has provided proof of existing insurance and the certificate is attached as Exhibit — to this Agreement. To be acceptable to the City each insurance certificate shall name the City as an additional insured and should contain a clause substantially as follows:

17.7. BUILDER'S RISK INSURANCE

The Contractor shall furnish in an amount not less than THE REPLACEMENT COST for the construction of the work, Builder's Risk Insurance. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than five thousand and xx/100 dollars (\$5,000) per claim.

17.8. Should any of the above-described policies be canceled or undergo material change before the expiration date, the issuing insurance Contractor will mail thirty (30) days' written notice to the Risk Manager of the City of Tamarac, FL.

18. AMENDMENTS/ ASSIGNMENT OF AGREEMENT

18.1. The Agreement, or any portion of the Agreement, shall not be assigned by Contractor without prior written consent of City, which consent will not be unreasonably withheld.

18.2. Amendments which are consistent with the purposes of this Agreement may be made with the mutual consent of the parties which consent shall be contained in a written document executed with the same formality as the Agreement.

**19. NO CONTINGENT FEE**

Contractor warrants that it has not unlawfully employed or retained any company or person, other than bona fide employees, consultants or advisors to solicit or secure this Agreement and that it has not unlawfully paid or agreed to pay any company or person any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. This language is not intended to prevent the Contractor from retaining bona fide consultants and advisors. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion and to otherwise recover damages it incur as a result of the termination.

20. RECORDS RETENTION

Contractor shall keep at a location within Broward County accurate and complete records and accounts of all advertising sales, expenses and other business being transacted under this contract throughout the term of the contract, including any options, terms, and for two (2) years following its expiration or cancellation including all extensions. The Contractor agrees to allow duly authorized agents of the City to access any books, documents, papers or records which are directly pertinent to the Agreement for the purposes of making audit examinations, excerpts, and transactions and to maintain all required records for one (1) year after the City's final payment and all other pending matters are closed.

21. BANKRUPTCY

This Agreement shall terminate in the case of bankruptcy (voluntary or involuntary) or insolvency of Contractor. In the case of bankruptcy, such termination shall take effect on the day and at the time that the bankruptcy action is filed.

22. HEADINGS

Headings hereon are for convenience of reference only and shall not be considered for any interpretation of this Agreement.

23. COMPLIANCE

Contractor shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal agencies that are applicable to the services rendered under the terms of this Agreement. Furthermore, Contractor shall secure all applicable permits necessary for the fulfillment of Contractor's obligations under the terms and conditions of this Agreement.

24. CONSTRUCTION

The parties to this Agreement hereby acknowledge that they have fully reviewed this Agreement and have had the opportunity to consult with legal counsel of their choice, have participated in the negotiation and drafting of this Agreement, and therefore, this Agreement is not to be construed against either party as if they were the drafter of this Agreement.

**25. LIQUIDATED DAMAGES**

The Contractor shall pay to the City \$250.00 per day in liquidated damages for any non-monetary breach not cured within the required time frames as set forth in this Agreement. This liquidated damages provision shall not apply to the Contractor's failure to pay fees as required in Section 15 herein. The liquidated damages shall accrue and be payable on a per diem basis until the breach is corrected. The imposition of liquidated damages is based on the inability of the parties to ascertain the losses the City will suffer because of this non-monetary breach.

26. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Agreement shall commence no later than thirty (30) days after execution of the Agreement by the City. Shelter installations shall begin within ninety (90) days of execution and be substantially completed no later than _____, 200__ (180 days after execution of this Agreement).

27. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

28. NON-DISCRIMINATION

The Contractor agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and State laws regarding non-discrimination. The Contractor further agrees to insert the foregoing provisions in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

29. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City.



Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

30. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

31. NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the same address.

CONTRACTOR

32. AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

33. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is fixed in Broward County, Florida.

34. SIGNATORY AUTHORITY

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

**35. SEVERABILITY; WAIVER OF PROVISIONS**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

36. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its _____, duly authorized to execute same.

CITY OF TAMARAC

Joe Schreiber, Mayor

Date

ATTEST:

Marion Swenson, CMC
City Clerk

Date

Jeffrey L. Miller, City Manager

Date

Approved as to form and legal sufficiency:

Mitchell S. Kraft, City Attorney

Date

CONTRACTOR**ATTEST:**

(Corporate Secretary)

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Contractor Name

Signature of President/Owner

Type/Print Name of President/Owner

Date

**CORPORATE ACKNOWLEDGEMENT**

STATE OF FLORIDA :
:SS
COUNTY OF _____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____, a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 200__.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Mayor and Town Council

From: Steven Alexander

Date: October 11, 2011

Re: BUS PASSENGER SHELTER ADVERTISING AND MAINTENANCE

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AGREEMENT WITH SIGNAL OUTDOOR ADVERTISING LLC TO CONSTRUCT AND INSTALL BUS SHELTERS AND PROVIDE FOR ADVERTISING ON THE SHELTERS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND:

The Town of Cutler Bay currently owns 33 bus shelters in areas, which were previously a part of unincorporated Miami-Dade County, but are now within the municipal boundaries of the Town. It was determined that in order to initiate the generation of revenue as quickly as possible the use of an existing agreement which was competitively bid would be the most efficient method of selecting a quality vendor at a competitive price.

AGREEMENT HIGHLIGHTS:

The initial term of the proposed Agreement shall be for a ten (10) year period commencing on November 1, 2011 and ending October 31, 2021. The Town shall have the sole option to renew this Agreement for one (1) additional five (5) year term.

The shelters owned by the Town will remain in the Town's ownership but the shelters constructed by Signal under this contract will remain the sole





property of the Contractor and must be removed within ninety (90) days of termination of this Agreement.

The Contractor shall at its sole cost and expense maintain all such shelters in good and serviceable condition during the entire term of this Agreement. Each shelter shall be routinely visited for maintenance a minimum of once every three (3) days. Contractor shall repair, replace, take corrective measures, or remove the shelter as specified by the Town within two (2) business days of receipt of a notice of a problem.

In the event the Town determines that a shelter, or any advertisement within said shelter, constitutes a hazard to persons, pedestrians, property or vehicular traffic, or seriously disrupts the public right-of-way, the Town shall notify Contractor to remove said shelter or advertisement immediately upon receipt of notice, but no longer than two (2) business days from receipt of verbal or written notification, whichever occurs first.

It will be the Contractor's responsibility, at Contractor's expense, to maintain the shelter site and surrounding area for a minimum distance of ten (10) feet from the shelter to insure that the site is free of trash, high grass, weeds or other rubbish, fumigating the shelter as needed. Trash receptacles shall be located at all shelter sites; the Contractor will provide trash pick up and disposal at no cost to Town.

The Contractor shall be authorized to sell and install professionally designed, commercial advertising to be placed upon specified shelters as set forth in Exhibit "A", provided, however, that the advertising of tobacco, firearms, massage parlors, adult book stores, adult theatres, adult escort services and pornographic or obscene materials are prohibited. The Town shall be the sole judge in determining which material is objectionable, obscene or pornographic, and the Town's decision on these matters shall be final. All advertising signs shall a maximum size of forty-eight (48) inches by sixty-nine (69) inches.

Contractor shall provide a minimum of two (2) non-advertising shelters at locations designated by Town. The Contractor shall not be obligated to pay the Town for these shelters.

Contractor shall provide space for Town sponsored advertising on a space-available basis. In the event space is available for Town sponsored advertising, the Contractor shall provide the Town with one (1) advertising panel, per month, for each three (3) shelter locations that are in place from time to time. In no event shall a paying customer be removed from an ad space that the Town wants to utilize for Town advertising.





As an enhancement to that contract, Signal is agreeable to the following: The guaranteed rate for existing shelters will be \$460 per shelter per year for the first five years. The rate will increase to \$510 per shelter per year for years 6-10 and increase again to \$570 per shelter per year for years 11-15. The guaranteed rate for any new shelter (to be installed by Signal) will be \$230 year for a five year period commencing after installation with an increase to \$290 per shelter per year for a subsequent 5-year period and \$350 for the last 5-year period.

The shelter design for any new installations will be from the then-current Tolar Manufacturing Company Inc. product line.

Beginning in Year 3 of the Agreement, the Contractor shall compensate the Town at the guaranteed rate as specified above, or 10% of the total advertising revenues, whichever is greater.

RECOMMENDATION:

Staff recommends adoption of the resolution and the agreement as enhanced by the language herein.



CUTLER BAY BUS SHELTER IN TOTAL- 33 ----- 30 with Adv. Panel ----- 3 without Adv. Panel---

BUS STOP OLD NO.	BUS STOP NO.	MAIN STREET/INTERSECTING STREET	DIRECTIO N OF TRAVEL	CORNE R SIDE*	CD No.	CEMUS A SHELTE R	ADD- PANEL	N ADD- PANEL
D1- 68.0100	CUB-0019.0000	US 1/# 19101	N	N	8	24	1	
D1- 669.0000	CUB-0286.0000	SW 211 ST/SW 107 AV	E	N	8	43	1	
D1- 225.0000	CUB-0110.0000	SW 112 AV/SW 211 ST	N	M	8	158	1	
D1- 640.0000	CUB-0244.0000	CARIBBEAN BD/GULFSTREAM RD	E	N	8	440	1	
D1- 643.0300	CUB-0250.0000	CARIBBEAN BD/SW 88 CT	E	F	8	441	1	
D1- 636.0000	CUB-0240.0000	CARIBBEAN BD/SW 103 AV	E	N	8	458	1	
D1- 113.0100	CUB-0080.0000	FRANJO RD/BEL AIRE DR	S	N	8	492	1	
D1- 119.0100	CUB-0089.0000	FRANJO RD/SW 192 DR	N	N	8	505	1	
D1- 114.0000	CUB-0081.0000	FRANJO RD/SW 96 AV	S	F	8	506	1	
D1- 118.0000	CUB-0084.0000	FRANJO RD/CARIBBEAN BD	N	F	8	507	1	
D1- 115.0000	CUB-0082.0000	FRANJO RD/FLAG DR	S	F	8	508	1	
D1- 122.0000	CUB-0092.0000	FRANJO RD/SW 186 ST	N	N	8	510	1	
D1- 123.0000	CUB-0093.0000	FRANJO RD/SW 184 ST	N	N	8	511	1	
D1- 120.0000	CUB-0090.0000	FRANJO RD/TIFFANY DR	N	F	8	512	1	
D1- 91.0471	CUB-0046.0000	SW 87 AV/SW 190 ST	S	N	8	517	1	
D1- 632.0000	CUB-0232.0000	CARIBBEAN BD/ANCHOR RD	W	F	8	518	1	
D1- 91.0542	CUB-0059.0000	SW 87 AV/SW 193 TE	N	F	8	525	1	
D1- 91.0544	CUB-0060.0000	SW 87 AV/SW 190 ST	N	F	8	526		1
D1- 91.0546	CUB-0061.0000	SW 87 AV/CARIBBEAN BD	N	F	8	550	1	
D1- 91.0540	CUB-0058.0000	SW 87 AV/SW 198 ST	N	N	8	551	1	
D1- 91.0548	CUB-0062.0000	SW 87 AV/SW 184 ST	N	N	8	592	1	
D1- 121.0000	CUB-0091.0000	FRANJO RD/SW 187 ST	N	N	8	603	1	
D1- 624.0000	CUB-0220.0000	CARIBBEAN BD/SW 87 AV	W	F	8	714		1
D1- 665.0100	CUB-0280.0000	SW 211 ST/OP S DADE GOVT CTR	W	A	8	746	1	
D1- 665.0100	CUB-0280.0000	SW 211 ST/OP S DADE GOVT CTR	W	B	8	747		1

D1- 67.0000	CUB-0016.0000	US 1/BELVIEW DR	N	F	8	749	1	
D1- 91.0420	CUB-0036.0000	SW 85 AV/SW 210 ST	N	F	8	864	1	
D1- 91.0400	CUB-0035.0000	SW 85 AV/SW 212 ST	N	F	8	872	1	
D1- 659.0000	CUB-0270.0000	SW 207 ST/SW 85 AV	W	F	8	875	1	
D1- 659.0100	CUB-0271.0000	SW 207 ST/SW 85 PASSAGE	W	N	8	876	1	
D1- 666.0000	CUB-0281.0000	SW 211 ST/OP # 10890 M(double)	W	F	8	908	1	
D1- 667.0000	CUB-0285.0000	SW 211 ST/SW 112 AV	E	F	8	909	1	
D1- 24.0100	CUB-0005.0000	US 1/OP SW # 19500	S	M	8	975	1	

FINALIZED SHELTERS
06/16/04
06/25/04
08/13/04
12/03/04
12/03/04
12/03/04
11/19/04
11/26/04
11/26/04
11/26/04
11/19/04
11/19/04
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01/14/05
12/17/04
12/17/04
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12/24/04
02/04/05
02/11/05
02/11/05

02/11/05
04/15/05
04/01/05
04/01/05
04/01/05
04/29/05
04/29/05
09/09/05

TAB 4

RESOLUTION 11-_____

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA,
AUTHORIZING THE PAYMENT OF \$2,500 TO THE LAW
OFFICES OF BARRY M. WAX FOR LEGAL SERVICES
RELATING TO THE REPRESENTATION OF FORMER
COUNCILMEMBER TIMOTHY MEERBOTT IN HIS
OFFICIAL CAPACITY AS A COUNCILMEMBER;
PROVIDING FOR AUTHORIZATION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, on August 9, 2010, the Town of Cutler Bay (the "Town") Town Council agreed to pay for the legal fees incurred by councilmembers in their official capacity as a Town official; and

WHEREAS, former Councilmember Meerbott incurred \$2,500 in legal fees relating to a matter involving his official capacity as a Town official; and

WHEREAS, the Town Council agrees to pay for such legal fees and authorizes the Town Manager to take all steps necessary to effectuate the intent and purpose of this Resolution; 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. Payment of Legal Fees Approved. The Town Council hereby approves the payment of \$2,500 to the Law Offices of Barry M. Wax for representation of former Councilmember Meerbott in his official capacity as a councilmember.

Section 3. Authorization. The Town Manager is hereby authorized to take all steps necessary to effectuate the intent and purpose of this Resolution.

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

PASSED and ADOPTED this _____ day of _____, 2011.

EDWARD P. MACDOUGALL, Mayor

Attest:

ESTHER 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 5

RESOLUTION NO. 11-__

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ISSUE A PURCHASE ORDER TO MARLIN ENGINEERING, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE OLD CUTLER ROADWAY IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town has budgeted for the construction engineering and inspection services for the Old Cutler Roadway Improvement(s) Project within 2011-12 Operating Budget; and

WHEREAS, in accordance with the terms of the Agreement and the provisions set forth in Resolution 07-52, the Public Works Department solicited a proposal from Marlin Engineering, Inc., which has an executed Agreement with the Town; and

WHEREAS, Town staff has determined that Marlin Engineering, Inc. would be best suited to provide construction engineering and inspection services because their experience with similar roadway projects within Miami-Dade County; and

WHEREAS, Marlin Engineering, Inc. has provided a total fee for these services to the Town for an amount not to exceed \$ 275,410.51 (attached as Exhibit “A”); and

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

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

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

Section 2. Authorization. In accordance with the terms and conditions of Resolution No. 07-52, which approved the Agreement, the Town Manager is authorized, on behalf of the Town, to issue a Purchase Order in the amount of \$ 275,410.51 to Marlin

Engineering Inc. to provide construction engineering and inspection services on the Old Cutler Roadway Improvement(s) Project, as provided in Exhibit "A."

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

PASSED and ADOPTED this _____ day of _____, 2011.

Edward P. MacDougall, Mayor

Attest:

Esther 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 _____



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: October 19, 2011

Re: **CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES:
OLD CUTLER ROADWAY IMPROVEMENT(S) PROJECT**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ISSUE A PURCHASE ORDER TO MARLIN ENGINEERING, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE OLD CUTLER ROADWAY IMPROVEMENT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town Council adopted Resolution number 10-63 which, authorized the Town Manager to issue and award: Invitation to Bid (ITB) # 11-08 Old Cutler Roadway Improvements (from SW 97 Ave to SW 87 Ave), funded a Joint Participation Agreement ("JPA") executed with Miami-Dade County.

Upon completing the Design Phase of the Old Cutler Roadway Project, by the Town's design engineers: **C3TS**, the Construction Phase by **Acosta Tractors, Inc.** will commence.

This item requests the Town Council approve the hiring of an engineering firm to provide Construction Engineering and Inspection (CEI) Services for the Old Cutler Roadway Improvement Project.

For this particular project, Town staff is recommending the professional services of Marlin Engineering Inc. who, have provided similar CEI services to the following governmental agencies: City of Doral, City of Miami, Florida Department of Transportation. Additionally, Marlin Engineering successfully completed SW 208 Street project in which, the Town was



Office of the Town Manager

awarded the "Technical and Management Innovation Award" by the American Public Works Association.

I have provided following "brief" description of CEI services/duties, for your review:

Essential Functions Performed by CEI Inspectors

- Coordinate and schedule daily inspections activities
- Manages pre-construction project meetings and activities
- Coordinate construction material testing activities and procedures
- Identifies the need for field changes and approvals of plan complications, deviations, deficiencies, and discrepancies
- Maintains construction progress reports and schedules
- Coordinates construction work, road closures, detours and other activities involving the public infrastructure
- Reviews construction and inspection specifications and procedures
- Coordinate construction safety zones and OSHA requirements
- Coordinate the relocation of public utilities
- Reviews payment draws and other compliance documents
- Keeps all records for required material testing

Town staff has negotiated the CEI services with Marlin Engineering, to include the following "additional" tasks, to the ones listed above:

- Individual meeting with both residents and business owners, to discuss any concerns
- Attend Town Council Meetings, to provide project "status" reports
- Implement Public Information activities within the community: website links, etc.
- Attend any coordination meeting with the Town's Public Works Director, Design Engineer of record, and/or Miami-Dade County staff.

RECOMMENDATION

It is recommended that the Town Council approve the issuance of a Purchase Order to Marlin Engineering Inc., in the amount of \$ 275,410.51, for Construction Engineering and Inspection (CEI) Services for the Old Cutler Roadway Improvement Project.

September 19th, 2011

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

Attention: Mr. Rafael G. Casals
Public Works Director

Reference: Old Cutler Road Improvements "JPA"
Construction Administration (CEI)

Dear Mr. Casals:

Marlin Engineering, Inc. (MEI) is pleased to submit this proposal to provide Construction Administration services to the Town of Cutler Bay for the re-construction of Old Cutler Road from SW 97th Avenue to SW 87th Avenue.

Project Description

The project entails the reconstruction of Old Cutler Road from SW 97th Avenue to SW 87th Avenue to include 2-lanes, curb and gutter, shared use pedestrian/ bicycle path, drainage, lighting, signalization, landscaping, and two traffic circles at SW 87th Avenue and at SW 97th Avenue. The project is funded by Miami-Dade County's People's Transportation Plan under a Joint Participation Agreement.

Scope of Services

MEI will provide complete Construction Administration services as follows:

1. Prepare pre-construction activities such as Contract Documents, Notices to the contractor, project meetings, etc.
2. Coordinate with the Town's Designer of Record C3TS to ensure smooth flow of information between the contractor and designer.
3. Manage progress meetings and prepare meeting minutes.
4. Maintain construction progress reports and schedules.
5. Shop Drawing Review
6. Respond to Request for Information (RFI) and maintain an RFI log.
7. Review construction inspection specifications and procedures.
8. Coordinate utility conflicts.
9. Review and make recommendations regarding contractor payment draws.
10. Coordinate payment request with Miami-Dade County's CEI Inspector assigned to this project.
11. As needed, attend coordination meetings with the Design Engineer (C3TS), Miami-Dade Public Works, and/or contractor.
12. Maintain all project records including testing, dailies, schedules, RFI's, etc.
13. Review and make recommendations for Change Orders.
14. Coordinate construction materials and testing activities.
15. Provide Final Inspection and coordinate all close out activities.
16. Develop and implement public information activities with the town through the use of social media, Internet, e-mail, Town's web page, and other available technology.
17. Attend Town Council meetings for project updates as needed.
18. Meet with business owners/ residents as needed.

Fee:

The total not to exceed fee for this project as calculated in the attached Fee Sheet is \$275,410.51.
(Rates based on existing Professional Services Contract dated January 2008)

MEI has a track record of providing quality CEI services. Some of the relevant projects include:

City of Doral - NW 33rd Street Reconstruction Project (Construction Engineering and Inspection) (2009-2010).
Provided construction project administration and inspection services for a 1.5 mile roadway reconstruction of NW 33rd St.

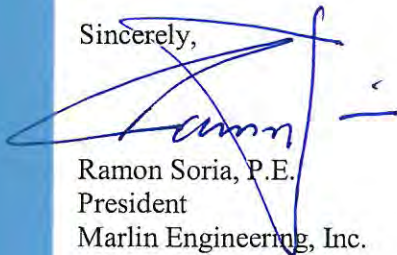
City of Miami – Construction Engineering and Observation Services – (2005-2008) This was a task work order driven contract providing full CEI services including project administration, inspection, and testing. 5 Task work orders were issued for the following City of Miami Capital Improvement Projects;

- Floral Park Phase 1 CEO Services
- Buena Vista Heights Phase 1 CEO Services
- SW 26th Avenue and SW 27th Lane CEO Services
- West Little Havana Traffic Calming Circles CEO Services
- Buena Vista East CEO Services

Florida Department of Transportation – Districtwide Intermodal Services (Construction Engineering and Inspection) (2002-Ongoing). Providing construction project administration and inspection services overseeing all FEC railroad crossing rehabilitation work within the South Florida Rail Corridor. In addition, Marlin Engineering, Inc. also develops the traffic control plan for use during the rehabilitation.

I will be your direct contact on this project, I will supervise all activities and will ensure that all resources necessary are available and the Town receives professional service of the up most quality. MEI looks forward to continue providing excellent professional services under this contract for the Town of Cutler Bay. MEI is appreciative of the professional relationship with the Town and will work diligently to maintain it under this contract. If you should have any questions, please feel free to contact me via phone, e-mail, texting, etc.

Sincerely,



Ramon Soria, P.E.
President
Marlin Engineering, Inc.

TAB 6

RESOLUTION NO. 11-___

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A CONTRACT AWARD TO R&D ELECTRIC, INC. TO EFFECTUATE THE INTENT AND PURPOSE OF THE FLORIDA CLEAN ENERGY GRANT; PROVIDING FOR TOWN MANAGER AUTHORIZATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in May of 2010, the Town of Cutler Bay applied for a Florida Clean Energy Grant from the Executive Office of the Governor and Florida Energy and Climate Commission (the “FECC”); and

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

WHEREAS, the FECC has awarded the Town a grant (“the Grant”) in the amount of one hundred and fifty-two thousand eight hundred dollars (\$152,800.00) contingent on the Town providing matching funds in the amount of one hundred and thirteen thousand, eight hundred and fifty-five dollars (\$113,855.00) from the general fund – grant match reserves; and

WHEREAS, the total amount of the FECC grant is two hundred and sixty-six thousand, six hundred and fifty-five dollars (\$266,655.00); and

WHEREAS, the Town on September 9th 2011, issued a RFP consistent with the requirements set forth in the Grant for the purchase and installation of energy efficient lighting; and

WHEREAS, the Town staff on October 5th 2011, officially selected R&D Electric, Inc. as the successful proposer; and

WHEREAS, the Town Council further authorizes the Town manager to enter into a contract with R&D Electric, Inc. to effectuate the intent and purpose of the Florida Clean Energy Grant; 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. **Recital.** The above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Approval and Authorization.** The Town Council hereby approves R&D Electric, Inc. to be the Town's consultant for the Grant. The Town manager is hereby authorized, on behalf of the Town, to negotiate and enter into a Professional Service Agreement with R&D Electric, Inc. In the event the Town manager is unable to negotiate a satisfactory agreement with the first ranked firm, then the Town manager may re-advertise consistent with the requirements set forth in the grant.

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

PASSED and ADOPTED this ____th 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 _____



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: October 5, 2011

Re: Award of RFP #11-11 for Purchase and Installation of Energy Efficient Lighting

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING A CONTRACT AWARD TO R&D ELECTRIC, INC. TO EFFECTUATE THE INTENT AND PURPOSE OF THE FLORIDA CLEAN ENERGY GRANT; PROVIDING FOR TOWN MANAGER AUTHORIZATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town Council on August 17, 2011, authorized staff to issue a Request for Proposals (RFP) #11-11 for Purchase and Installation of Energy Efficient Lighting. The RFP was advertised in a newspaper of general circulation which, complies with the Town's adopted Purchasing Ordinance # 06-22. A "mandatory" pre-bid meeting was held on September 20, 2011, at which time six (6) potential bidders participated. The RFP had a due date and time of October 4, 2011 at 4:00 pm. The Town received one (1) sealed proposal package by the firm; R&D Electric, Inc. The sole submittal was reviewed by staff for completeness and ability to carry out the project.

RECOMMENDATION

Due to time limitations of the grant, it is staff's recommendation that the RFP be awarded to R&D Electric on the basis of being the sole respondent to the RFP and on Town staff's evaluation of the submitted proposal for competence and completeness. It is recommended that the Town Council approve the attached Resolution.



TAB 7

RESOLUTION NO. 11-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A SPECIAL EXCEPTION APPLICATION FOR AN ADULT GROUP HOME TO BE LOCATED AT 10000 S.W. 199TH STREET IN A RU-1 ZONING DISTRICT WITHIN 950 FEET OF AN EXISTING ASSISTED LIVING FACILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Joe and Nancy Mendoza (the “Applicant”) own property located at 10000 S.W. 199 Street (the “Property”); and

WHEREAS, the Applicant desires to locate a group home on the Property; and

WHEREAS, Chapter 419.001(2), Florida Statutes, permits the location of community residential homes in single-family and multi-family zoning districts without approval by the local government, provided that such homes shall not be located within a radius of 1,000 feet of another existing such home with six or fewer residents; and

WHEREAS, Section 33-199(10) of the Town Code permits the location of group homes in single-family residential districts if the total number of resident clients on the premises does not exceed six (6) in number; and the structure used for the group home shall be located at least 1,000 feet from another existing unabandoned, legally established group home; and

WHEREAS, on November 13, 2008 and July 13, 2011, the Department issued a letter that the Property was within 950 feet of an existing ALF; and

WHEREAS, given that the zoning verification letters indicated that the Property is within 1,000 feet of another existing unabandoned, legally established group home, the Applicant has submitted a special exception application (the “Application”), pursuant to Section 33-311(3)(A) of the Town Code, to permit the establishment of a group home on the Property; and

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

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

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

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

Section 2. **Approval.** The Town Council hereby approves the Application to permit a group home on the Property within 950 feet of an existing ALF because it meets the special exception requirements set forth in Section 33-311(3)(A) of the Town Code.

Section 3. **Conditions.** The approval granted by this Resolution is subject to the Applicant's compliance with the following conditions, to which the Applicant stipulated at the public hearing:

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

PASSED and ADOPTED on this __th 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 _____



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Mayor and Town Council

From: Steven Alexander

Date: October 19, 2011

Re: Staff Report – Joe and Nancy Mendoza Group Home Special Exception Application

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A SPECIAL EXCEPTION APPLICATION FOR AN ADULT GROUP HOME TO BE LOCATED AT 10000 S.W. 199TH STREET IN A RU-1 ZONING DISTRICT WITHIN 950 FEET OF AN EXISTING ASSISTED LIVING FACILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A. INTRODUCTION

REQUEST(S): The applicant is requesting approval of a special exception to the group home distance requirements cited in Section 33-199(10) of the Town Code. This application has been reviewed against the criteria set forth in Section 33-311(A)(3) of the Town Code for a special exemption to allow the proposed group home to be located within the 1,000 feet of an established assisted living facility (ALF). A copy of the special exception application is provided in Attachment A.

- **NAME OF BUSINESS:** (Same as Applicant)
- **APPLICANT:** Joe and Nancy Mendoza
- **LOCATION:** 10000 SW 199 Street, Cutler Bay, 33157.

- **FOLIO NUMBER:** 36-6005-011-0620
- **LOT SIZE:** 12,733 Square Feet
- **LEGAL DESCRIPTION:** Lot 41, Block 34 of "SECTION FOUR BELAIRE" according to the Plat thereof, as recorded in Plat Book 82, at Page 61 of the Public Records of Miami-Dade County, Florida

B. PROPOSED PROJECT BACKGROUND INFORMATION:

A group home is a term use by the State of Florida Department Health and Rehabilitative Services that applies to a variety of care homes. The group homes and ALFs provide a system of care in a home like environment for elderly persons and persons with mental or physical disabilities who need assistance with activities of daily living. The intent of this service is to provide these residents with as much independence as possible in a family/home environment.

Group home proposed by the application is located in a zone designated RU-1. According to Section 33-199(10) of the Town Code, group homes in single-family residential district are allowed if the total number of resident clients on the premises does not exceed six (6) in number; the operational of the facility be licensed by the State of Florida Department of Health and Rehabilitative Services; and the structure used for the group home is located at least 1,000 feet from another existing unabandoned, legally established group home. In the case of this application, the proposed group home located at 10000 SW 199 Street (the Residence) is 950 feet from a legally established ALF, located at 19768 Bel Aire Drive (hereinafter the Bel Aire Property). The Bel Aire Property is an ALF which is occupied by senior citizens in need of extended care, while the group home proposed in the application will care for young disabled adults.

The applicant indicates in the letter of intent that the 50 feet shortfall in the distance requirements is a de minimus amount which will have no impact on the neighborhood. In addition, the proposed location, unlike the Bel Aire property, is located on an oversized lot in a cul-de-sac. The location of the proposed property will further mitigate any impact on the surrounding neighborhood. Further, the applicant argues that "Section 33-199(10)(c) does not apply, as the BelAire Property is an ALF, while the Residence will be used as a group home." The Town Code considers the ALF to be a subcategory of group homes (Section 33-1[53.1]. Group home is a generic term that includes ALF. The group home and ALFs are permitted in the residential neighborhoods, licensed to serve resident clients in a living environment for not more than six (6) unrelated residents who operate as a functional equivalent of a family. A copy of the letter of intent is provided in Attachment B.

C. ZONING AND LAND USE DESIGNATIONS:

The following provides an overview of the existing zoning and land use (existing and future) designations for the area where the business proposed by the application will be located. The area surrounding the Residence and the Bel Aire property is zoned RU-1A. There is a large tract of land south of the Residence, along SW 200th Street that is zoned GU (Interim District – allowable uses depend on the character of the neighborhood, otherwise EU-2 standards apply) and GP (Government Property), respectively.

The existing land use for the area surrounding the Residence and Bel-Aire is single-family residential. The large tract of land along SW 200th Street has several land use designations (agricultural, institutional, and communication utilities).

The following table summarizes the existing zoning and land use (existing and future) designations for the subject property and surrounding properties.

Existing Zoning Designation	Existing Land Use Designation	Future Land Use Designation
Subject Property:	Subject Property:	Subject Property:
RU-1 – Single-Family Residential District	Single-Family	Low Density
Surrounding Properties:	Surrounding Properties:	Surrounding Properties:
NORTH:	NORTH:	NORTH:
RU-1 – Single-Family Residential District	Single-Family	Low Density
EAST:	EAST:	EAST:
RU-1 – Single-Family Residential District	Single-Family	Low Density
SOUTH:	SOUTH:	SOUTH:
RU-1 – Single-Family Residential District	Single-Family	Low Density
WEST:	WEST:	WEST:
RU-1 – Single Family Residential District	Single-Family	Low Density

D. ZONING HISTORY:

The Department research of its records did not produce any past zoning resolutions, reports, covenant or other related documents associated with the proposed site.

E. NEIGHBORHOOD CHARACTERISTICS:

The group home proposed by the application is located in an area of the Town that is primarily single-family residential. Some of the houses are relatively new while others were built twenty or more years ago. The architectural style is diverse and typical of south Florida. Most of the houses are located in lots that are larger than the RU-1 minimum lot size requirement (7,500 square feet). The proposed group home is one of the properties in the area with an oversized lot (12,733 square feet). The surrounding neighborhoods are maintained in good conditions. Most of the homes have more than adequate landscaping and the swales are kept in good condition. Homes are separated by the required side setbacks, and in some cases they exceed the setback requirements. A copy of an aerial photo of the area is provided in Attachment C.

F. INTER-AGENCY REVIEW:

No Inter-Agency review was performed on this application.

G. IMPACT OF APPLICATION ON THE AREA:

The group home proposed by the application will not have a negative impact on the area.

H. COMPREHENSIVE PLAN

Group homes, small-scale affordable housing facilities for the elderly, ALF, adult day-care facilities, and foster care facilities in residential neighborhood are encourage in the Town's Growth Management Plan, as long as these facilities are in accordance with State law (Town of Cutler Bay Growth Management Plan; Housing Element, Objective H2-4 Special Needs Housing). The intent of this objective does not apply to the group home proposed in this application because the State distance requirement is the same as the local requirements in Chapter 33-199 (10) of the Town Code.

The following provides a brief overview of Section 419.001(2) of the Florida Statutes, as it pertains to the distance requirements:

"...community residential home shall be allowed in single-family or multifamily zoning without approval by the local government, provided

that such homes shall not be located within a radius of 1,000 feet of another existing such home with six or fewer residents.”

Although, group homes are encouraged and permitted in the Town, **the distance requirements from another legally established facility makes this request non-compliant with the Town’s Growth Management Plan.**

I. PERTINENT REQUIREMENTS/STANDARDS:

The proposed application will be reviewed for consistency based on the development standards established in Section 33-311(A)(3) of the Town of Cutler Bay Code. The standards used under Section 33-311(A)(3) for evaluating a special exception application are designed to ensure that the proposed use would not generate unfavorable impacts to the community. These standards are:

1. Unfavorable effects on the economy of the Town of Cutler Bay
2. Generate excessive noise or traffic
3. Undue or excessive burden on public facilities
4. Accessibility to private or public roads, streets or highways
5. Potential for fire and/or other equally or greater dangerous hazards
6. Provoke excessive overcrowding or concentration of people or population
7. Compatibility with surrounding developments

J. STAFF ANALYSIS:

The following is the staff analysis of the standards outlined in Section 33-311(A)(3) as it pertains to this application.

1. Unfavorable effects on the economy of Town of Cutler Bay

The group home proposed by the application per se will not have unfavorable effects on the local economy. However, the grouping or clustering of these homes within the 1,000 feet radius will subjugate the basic intent of the group homes concept which is the deinstitutionalization of persons with mental and physical handicaps by providing them with an opportunity to live together in a residential living setting with minimum unfavorable effects to the neighborhood.

2. Generate excessive noise or traffic

The group home proposed by the application will not generate excessive noise since the residents typically spend most of their time indoor. The traffic trip generated by this use is typically from caretakers,

family visits, and medical deliveries. This use will not generate excessive traffic.

3. Undue or excessive burden on public facilities

The group home proposed by the application will not have undue or excessive burden on existing public facilities (water, sewer, solid waste, sidewalks, and stormwater) because the applicant has no plans to alter the existing footprint of the house.

4. Accessibility to private or public roads, streets or highways

The property has direct access to local public roads and streets. There are no mayor highways near the site.

5. Potential for fire and/or other equally or greater dangerous hazards

The group home proposed by the application will not generate or use products that may be a potential fire hazard to its employees and surrounding neighborhoods.

6. Provoke excessive overcrowding or concentration of people or population

The group home proposed by the application will not provoke excessive overcrowding or concentration of people outside the premises since the residents spend most of their time indoors. The residents living in this group home will be disabled young adults with special medical needs and care.

7. Compatibility with surrounding developments

The house to be used for the group home proposed by the application does not meet the compatibility requirements because its located within a radius of 1,000 feet of another legally established group home. This is a basic requirement cited in the local code (**Chapter 33-199 (10)**) and state statutes (**Section 419.001(2) of the Florida Statutes**) to ensure that such use is distributed throughout the community in order for residents to live in mainstream residential neighborhoods instead of cluster group homes segregate from the rest of the community.

K. RECOMMENDATION:

The Department recommends denial because the application does not meet the dispersion or spacing requirements in Chapter 33-199(10) of the Town Code and Section 419.001(2) of the Florida Statutes.

ATTACHMENT A
SPECIAL EXCEPTION APPLICATION



PAID
AUG 10 2011

Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

Application #V-2011-007

BY: PK
CK#1085

**ZONING, VARIANCE, SPECIAL EXCEPTION, ADMINISTRATIVE WAIVER,
AND/OR UNUSUAL USE APPLICATION**

LIST ALL FOLIO #S: 30-6005-011-0020

DATE RECEIVED: 8/4/11

1. **NAME OF APPLICANT** (Provide complete name of applicant, exactly as recorded on deed, if applicable. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

Joe & Nancy Mendoza

2. **APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:**

Mailing Address: 12517 SW 73 Terrace

City: Miami State: FL Zip: 33183 Phone#: (305) 781-2000

3. **OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:**

Owner's Name (Provide name of ALL owners): Joe & Nancy Mendoza

Mailing Address: 12517 SW 73 Terrace

City: Miami State: FL Zip: 33183 Phone#: (305) 781-2000

4. **CONTACT PERSON'S INFORMATION:**

Name: Joe Mendoza Company: _____

Mailing Address: 12517 SW 73 Terrace

City: Miami State: FL Zip: 33183

Phone# (305) 781-2000 Fax# _____ E-mail: JNMendoza07@yahoo.com





Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

5. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, and range. If the application contains multiple rezoning requests, then a legal description for each sub-area must be provided. Attach separate sheets, as needed).

LOT 41, BLOCK 34 OF BELAIRE SECTION FOUR,
ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 82, PAGE 61 OF THE PUBLIC
RECORDS OF MIAMI-DADE COUNTY, FLORIDA

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.)

10000 SW 199 ST CUTLER BAY, FL 33157

7. SIZE OF PROPERTY (in acres): 0.292 (divide total sq. ft. by 43,560 to obtain acreage)

8. DATE property ☐ acquired ☐ leased: 11/08 **9. LEASE TERM:** _____ Years
(Month & year)

10. IF CONTIGUOUS PROPERTY IS OWNED BY THE SUBJECT PROPERTY OWNER(S), provide Complete legal description of said contiguous property.





Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

11. Is there an option to purchase ☐ or lease ☐ the subject property or property contiguous thereto?

☐ no ☐ yes (if yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)

NO.

12. PRESENT ZONING CLASSIFICATION: RV-1

13. APPLICATION REQUESTS (check all that apply and describe nature of the request in space provided) (DBC's require special exception to permit site plan approval unless rezoning 3 acres or less to residential categories)

☐ District Boundary Changes (DBC) (Zone class requested): _____

☐ Unusual Use: _____

☒ Variance: To Permit Adult Group home. Code Requires 1,000 Feet BUT LOCATION is only 950 FT from another group home.

☐ Alternative Site Development (PUD): _____

☐ Special Exception: _____

☐ Administrative Waiver: _____

☐ Modification of previous resolution/plan: _____

☐ Modification of Declaration or Covenant: _____

☐ Other: _____

14. Has a public hearing been held on this property within the last year & a half? ☒ No ☐ Yes

If yes, provide applicant's name, and date, purpose and results of hearing, and resolution number.

NO.



Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

15. Is this hearing is as a result of a violation notice? ☒ No ☐ Yes. If yes, give name to whom the Violation notice was served: _____ and describe the violation:

NO.

16. Describe structures on the property: Single family home

17. Is there any existing use on the property? ☒ No ☐ Yes. If yes, what use and when established?

Use: _____ Year: _____

18. Submitted Materials Required:

Please check all that Apply:

- ☒ Letter of intent
- ☒ Justifications for change
- ☐ Statement of hardship
- ☐ Proof of ownership or letter from owner
- ☐ Power of attorney
- ☐ Contract to purchase
- ☐ Current survey (1 original sealed and signed/ 1 reduced copy at 11" x 17")
- ☐ (12) Copies of Site Plan and Floor Plans
- ☐ (1) Reduced copy at 11"x 17"
- ☐ 20% Property owner signatures (If required)
- ☐ Mailing Labels (3 sets) and map (If required)
- ☐ Required Fee(s)



Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

OWNER OR TENANT AFFIDAVIT

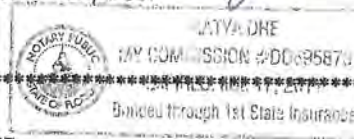
(I)(WE), JOSE & Nancy B. Mendoza, being first duly sworn, depose and say that (I am)(We are) the ☒ owner ☐ tenant of the property described and which is the subject matter of the proposed hearing.

[Signature]
Signature

Sworn to and subscribed to before me
This 12 day of JULY, 2011

[Signature]
Signature

Notary Public: [Signature]
Commission Expires:



CORPORATION AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am)(We are) the ☐ President ☐ Vice-President ☐ Secretary ☐ Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the ☐ owner ☐ tenant of the property described herein and which is the subject matter of the proposed hearing.

Attest: _____

Authorized Signature

Office Held

(Corp. Seal)

Sworn to and subscribed to before me
This _____ day of _____, _____

Notary Public: _____
Commission Expires: _____



Community Development Department
10720 Caribbean Boulevard, :
Phone: 305-234-4262 Fax: 305-234-4251

PARTNERSHIP AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am)(We are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the owner a tenant of the property described herein which is the subject matter of the proposed hearing.

By _____ %
By _____ %

Sworn to and subscribed to before me
This _____ day of _____, _____

(Name of Partnership)

By _____
By _____

Notary Public: _____
Commission Expires: _____

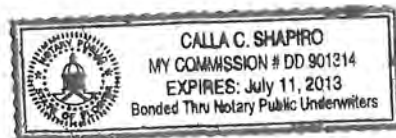
ATTORNEY AFFIDAVIT

I, David A. Pearl, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

David A. Pearl
Signature

Sworn to and subscribed to before me
This 15th day of July, 2011

Notary Public: Calla C. Shapiro
Commission Expires: _____





Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

RESPONSIBILITIES OF THE APPLICANT


I AM AWARE THAT:

1. The Department Environmental Resources Management (DERM), and other agencies review and critique zoning applications which may affect the scheduling and outcome of applications. These reviews may require additional public hearings before DERM's Environmental Quality Control Board (EQCB), or other boards, and /or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property. In addition to mailing costs, fees related to application changes, plan revisions, deferrals, re-advertising, etc., may be incurred. Application withdrawn within 30 days of the filing are eligible for a refund of 25% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. I understand that fees must be paid promptly.
3. The South Florida Building Code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and that a building permit will probably be required. I am responsible for obtaining permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use and Occupancy must be obtained for the use of the property after it has been approved at Zoning Hearing and that failure to obtain the required permits and/or Certificates of Completion or of Use and Occupancy will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3rd District Court of Appeal has ruled that zoning applications inconsistent with the Comprehensive Development Master Plan (CDMP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CDMP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
5. In Miami-Dade County v. Omnipoint Holdings, Inc. Case No. 3d01-2347 (Fla. 3rd DCA 2002), the 3rd District Court of Appeal has held invalid the standards for non-use variances, special exceptions, unusual uses, new uses requiring a public hearing and modification of covenants. This is not a final decision and the County Attorney's Department professional staff to develop new standards that will address the Court's concerns. While the new standards are being developed, applicants are advised that any non-use variance, special exception, unusual use, new use requiring a public hearing or request for modification of covenants granted under the existing standards are subject to being reversed in the courts. An applicant wishing to avoid the substantial legal risks associated with going forward under the existing standard may seek a deferral until the new standards are developed.

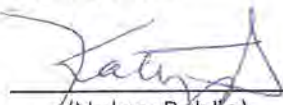


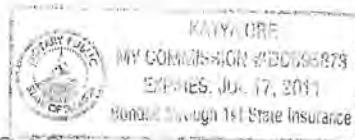
Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

6. Any covenant to be proffered must be submitted to the Town of Cutler Bay Legal Counsel, on Town form, at least 1 month prior to the hearing date. The covenant will be reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within 1 week of the hearing. And that Legal Counsel must carry a cover letter indicating subject matter, application number and hearing date.
7. The Town of Cutler Bay Department of Public Works reviews and critiques Zoning applications and may require conditions for approval.
8. **THE APPLICANT IS RESPONSIBLE FOR TRACKING THE STATUS OF THE APPLICATION AND ALL HEARINGS THAT MAY BE ASSOCIATED WITH THIS APPLICATION.**


(Applicant's Signature)

Sworn to and subscribed before me this 12 day of July, 2011.
Affiant is personally known to me or has produced _____ as
identification.


(Notary Public)



My Commission Expires: 07/17/2011



Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent to the payment of **all applicable fees** involved as part of my application process. These fees include but are not limited to: application fees, postage, advertising, and attorney fees **regardless of the outcome of the public hearing.**

Please type or print the following:

Date: 7-12-2011

Public Hearing No. V-2011-007

Full Name:

Mr. Mrs. Ms. Joe & nancy Mendoza

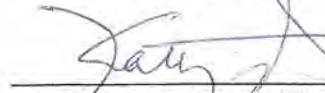
Current Address: 12517 SW 73 Terr City: miami

State: FL Zip: 33183 Telephone Number (305) 781-2000

Date of Birth: 4/24/58


Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 12 DAY OF July 2011


Notary Public, State of Florida at Large


My Commission expires 07/17/ 2011

Pursuant to Ordinance No. 2000-09-33-Cost Recovery

Note to Clerk/Tax Examiner: Actual consideration paid is \$150,000.00

CFN 20080968446
DR Bk 26670 Pgs 0487 - 4887 (2pgs)
RECORDED 12/03/2008 09:21:12
DEED DOC TAX 900.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:
Marshall C. Watson, Esq.
Law Offices of Marshall C. Watson, P.A.
1901 W Cypress Creek Road, 3rd Floor
Ft. Lauderdale, FL 33309

Revised 10/06/93
FL (conventional)
REO #

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 26th day of November, 2008, by and between FEDERAL NATIONAL MORTGAGE ASSOCIATION, commonly known as Fannie Mae, 14221 DALLAS PARKWAY, SUITE 1000, DALLAS, TX 75254, a corporation organized under and existing pursuant to the laws of the United States, hereinafter called Grantor, and JOE MENDOZA AND NANCY B MENDOZA, HUSBAND AND WIFE of 10000 SW 199TH STREET, CUTLER BAY, FL 33157 hereinafter called Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars in hand paid by Grantee and other valuable considerations, the receipt whereof is acknowledged, hereby grants, bargains, and sells to the said Grantee, forever, the following described land in the County of MIAMI-DADE, State of Florida, to-wit:

The property is commonly known as 10000 SW 199TH STREET, CUTLER BAY FL 33157, and is more particularly described in EXHIBIT A, attached hereto and made a part hereby of this reference.

TO HAVE AND TO HOLD the above-described property with appurtenances, unto the said Grantee, and their assigns, forever, subject to covenants and restrictions of record, zoning and land use restrictions imposed by governmental authorities, and matters an accurate survey would reveal.

AND SAID GRANTOR DOES hereby specially warrant the title to said lands and will defend the same against the lawful claims of any person whomsoever claim by, through or under the said Grantor.

IN WITNESS WHEREOF the undersigned Federal National Mortgage Association has caused these presents to be signed in its name by its undersigned officers and its corporate seal affixed this 26th day of November, 2008.

Amanda Watson
Witness

Amanda Watson
Printed Witness Name

Danise Rodriguez
Printed Witness Name

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By: Mary F. Davis

Mary F. Davis as Authorized
Signatory for Law Offices of Marshall
C. Watson, P.A., as Attorney-in-Fact
for FANNIE MAE a/k/a FEDERAL
NATIONAL MORTGAGE
ASSOCIATION

Signed, sealed and delivered
In the presence of:

STATE OF FLORIDA)) ss.
COUNTY OF BROWARD))

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Mary F. Davis as Authorized Signatory for Law Offices of Marshall C. Watson, P.A., as Attorney-in-Fact for FANNIE MAE a/k/a FEDERAL NATIONAL MORTGAGE ASSOCIATION to me known and known to be the person described in and who executed the foregoing instrument as Authorized Signatory for the corporation named therein and severally acknowledged before me they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the county and State last aforesaid, this 26th day of November, 2008.

Amanda Watson
Notary Public, Florida
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Amanda Watson
Commission #DD705531
Expires: FEB. 24, 2009
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "A"
LEGAL DESCRIPTION FOR
10000 SW 199TH STREET
CUTLER BAY, FL 33157

FILE NO.: 28-06038-FL

REO NO.:

LOT 41, BLOCK 34 OF BELAIRE SECTION FOUR, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 82, PAGE 61 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY,
FLORIDA.

1,000-FOOT RADIUS MAP

PROPOSED ALF (ASSISTED LIVING FACILITY) OR GROUP HOME LICENSE

ADDRESS: 10000 SW 199th Street, Cutler Bay, FL 33157

LEGAL DESCRIPTION:

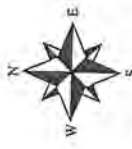
Lot 41, Block 34 of "SECTION FOUR BEL AIRE" according to the Plat thereof, as recorded in Plat Book 82, at Page 61 of the Public Records of Miami-Dade County, Florida.

FOR: JOE MENDOZA

FOLIO NO. 36-6005-011-0620

ORDER NO. 110509

DATED: May 27, 2011



SCALE: 1"= 300'

The Zoning Specialists Group, Inc.

7900 NW 155th Street, Suite 104
Miami Lakes, FL 33016

Ph: (305)828-1210 Fax: (305)828-1974

www.thezoningspecialistsgroup.com

SURVEYOR'S NOTE:

The two closest existing facilities, as per the most current records on file in State of Florida Agency for Persons with Disabilities and the Agency for Health Care Administration, were found to be:


1) BEL-VIEW ALF CORP., located at 19768 Bel-Aire Drive, Cutler Bay, FL 33157 was found to be 950 feet distant from the subject property.

2) BEL AIRE RETIREMENT HOME, located at 9955 SW 196th Street, Cutler Bay, FL 33157, was found to be 1,370 feet distant from the subject property.

That the measurements taken were following a straight line from the nearest portion of the structure of the proposed Assisted Living Facility and/or Group Home to the nearest portion of the structure of the existing use.

NOTE:

NOT VALID UNLESS SEALED WITH THE SIGNING SURVEYOR'S SEAL

BY: 
JOSE F. LOPEZ, P.S.M.
Professional Surveyor & Mapper
No. 3096, State of Florida.



ATTACHMENT B
LETTER OF INTENT

David A. Pearl
305 933 5625 / 305 347 4082
david.pearl@bipc.com

Country Club Center
19950 W. Country Club Drive, Suite 101
Aventura, FL 33180-2402
T 305 933 5600
F 305 933 2350
www.buchananingersoll.com

August 3, 2011

Julian H. Perez, AICP
Director of Community Development
Town of Cutler Bay
10720 Caribbean Boulevard
Suite 105
Cutler Bay, Florida 33189



**Re: Request to Open Adult Group Home
10000 SW 199th Street**

Dear Mr. Perez:

This Firm represents Joe Mendoza, owner of the residence located at 10000 SW 199 Street, Cutler Bay, Florida (the "Residence"). This letter replaces my letter to you dated June 22, 2011. As more fully set forth below, Mr. Mendoza would like a variance from the existing zoning requirements in order to open and operate an adult group home at the Residence.

The Residence is currently located in a zone designated RU-1. Pursuant to Section 33-199(10), Cutler Bay Ordinances, a group home is permitted in such zone if (a) the number of residents does not exceed 6, (b) it is properly licensed by the State of Florida, and (c) if it is located at least 1,000 feet from another existing group home facility. It is from this third requirement that Mr. Mendoza seeks relief. Attached as Exhibit "A" is a map prepared by The Zoning Specialists Group which shows that the Residence is 950 feet from an assisted living facility ("ALF"), which ALF is located at 19768 Bel-Aire Drive (the "Bel Aire Property") and more than 1,370 feet from another group home located on 9955 SW 196th Street. The BelAire Property ALF is occupied by senior citizens in need of extended care. This use differs from the proposed group home at the Residence, which will be operated to care for young disabled adults. The 50 feet shortfall in the distance requirements is a de minimus amount which will have no impact on the neighborhood. In addition, the Residence, unlike the Bel Aire Property, is located on an oversized lot and is in a cul-de-sac; these factors further mitigate any impact on the surrounding neighborhood. Arguably, Section 33-199(10)(c) does not apply, as the Bel Aire Property is an ALF, while the Residence will be used a group home

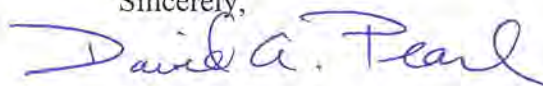
Mr. Mendoza has been operating group home facilities for more than 5 years and has an excellent reputation. One of his companies operates the facility known as "Good Times Group Home" located at 11020 SW 153rd Street. Attached hereto as Exhibit "B" is a letter dated May 27, 2011 from Regions Bank commending the operation. Also attached as Exhibit "C" is a letter to the editor of the Miami Herald dated May 8, 2011, which is also complementary of the Good Times Group Home.

Julian H. Perez, AICP
August 3, 2011
Page Two

For all of the reasons set forth above, Mr. Mendoza requests relief and/or a variance from the provisions of Section 33-199(10) which would permit him to operate a group home at the Residence.

Please do not hesitate to contact me if you have any questions.

Sincerely,



David A. Pearl

DAP/

cc: Joe Mendoza

1,000-FOOT RADIUS MAP

PROPOSED ALF (ASSISTED LIVING FACILITY) OR GROUP HOME LICENSE

ADDRESS: 10000 SW 199th Street, Cutler Bay, FL 33157

LEGAL DESCRIPTION:

Lot 41, Block 34 of "SECTION FOUR BEL AIRE" according to the Plat thereof, as recorded in Plat Book 82, at Page 61 of the Public Records of Miami-Dade County, Florida.

FOR: JOE MENDOZA

FOLIO NO. 36-6005-011-0620

ORDER NO. 110509

DATED: May 27, 2011



SCALE: 1" = 300'

The Zoning Specialists Group, Inc.

7900 NW 155th Street, Suite 104
Miami Lakes, FL 33016

Ph: (305)828-1210 Fax: (305)828-1974
www.thezoningspecialistsgroup.com

SURVEYOR'S NOTE:

The two closest existing facilities, as per the most current records on file in State of Florida Agency for Persons with Disabilities and the Agency for Health Care Administration, were found to be:
1) BEL-VIEW ALF CORP., located at 19768 Bel-Aire Drive, Cutler Bay, FL 33157 was found to be 950 feet distant from the subject property.
2) BEL AIRE RETIREMENT HOME, located at 9955 SW 196th Street, Cutler Bay, FL 33157, was found to be 1,370 feet distant from the subject property.
That the measurements taken were following a straight line from the nearest portion of the structure of the proposed Assisted Living Facility and/or Group Home to the nearest portion of the structure of the existing use.

BY: *Jose F. Lopez*
JOSE F. LOPEZ, P.S.M.
Professional Surveyor & Mapper
No. 30388, State of Florida.

NOTE:
NOT VALID UNLESS SEALED WITH
THE SURVEYOR'S SEAL

EXHIBIT "A"



May 27, 2011

REGIONS

Re: Good Times Group Home

To Whom It May Concern:

As per our customer's request, the following information is being provided for your further review and consideration.

The above referenced group home is a facility which has been established for over 5 years. They specialize in the care of adults and youth who have developmental disabilities. The admirable services they provide are beneficial to the communities in which they serve.

Should you have any questions, please do not hesitate to contact us at the number listed below.

Sincerely,



Jennifer A. Delgado
Branch Manager
Cutler Ridge Branch
20901 sw 112th Avenue
Miami, FL 33189
Ph (305)254-3600
Fax (305)253-9387

EXHIBIT "B"

20901 SW 112 Ave
Miami, Florida 33189
(305) 254.3600
Toll Free (800) 734.4667
Fax (305) 253.9387

'Neglected to Death' brings outrage, calls for reform

The Miami Herald does a great job of investigative reporting, as your latest series, Neglected to Death, shows. The only drawback is that reporters have to investigate these terrible incidents at all.

It is a travesty that our most-vulnerable citizens — the infirm, seniors and children — are neglected. Notice that the one commonality among the deaths of innocents is the total lack of oversight and responsibility at the Agency for Health Care Administration (AHCA), which is chartered to oversee assisted living facilities.

Justice has not been served. I think we all want to know why caregivers have not been jailed for their neglect. And why are poor facilities not advertised and not fined? Why are some allowed to stay in business? They are a danger to our society.

Let's clean house in AHCA. We need another method and organization to provide for the vulnerable. AHCA has proven over and over again that it is incapable and unwilling to live up to its responsibilities. The Miami Herald should keep this subject on the forefront of the public's radar until we have an improved quality of life for those who need us most. Pamela Moore, Miami

I've read your articles on assisted living facilities and, without going into our family's details, I would like to suggest a related area not covered: Specifically how ALFs and nursing homes protect themselves against lawsuits.

The series mentioned the issue of signing arbitration agreements, but not the lack of a requirement that ALFs carry adequate liability insurance, nor how limited insurance can be legally used for their own defense until there is nothing left, regardless of liability.

You also didn't mention how the operators "lease" the buildings from one company, the land from another, the equipment from another, the staff from another and the management consultancy from another. So who do you sue?

This is a situation created by our Legislature. Ulf Lindroth, Treasure Island

I have been following your series about assisted living facilities. As a social worker in the community for over 30 years I have seen firsthand some of the abuses you describe. There are also some very good facilities that treat the consumers like family. I am very impressed with the Good Times group home in the Coral Reef area, which is warm, friendly and loving.

Jane Weinstock, Miami Read more:

<http://www.miamiherald.com/2011/05/08/v-print/2205076/neglected-to-death-brings-outrage.html#ixzz1LrGxMws3>

ATTACHMENT C
AERIAL PHOTOGRAPH

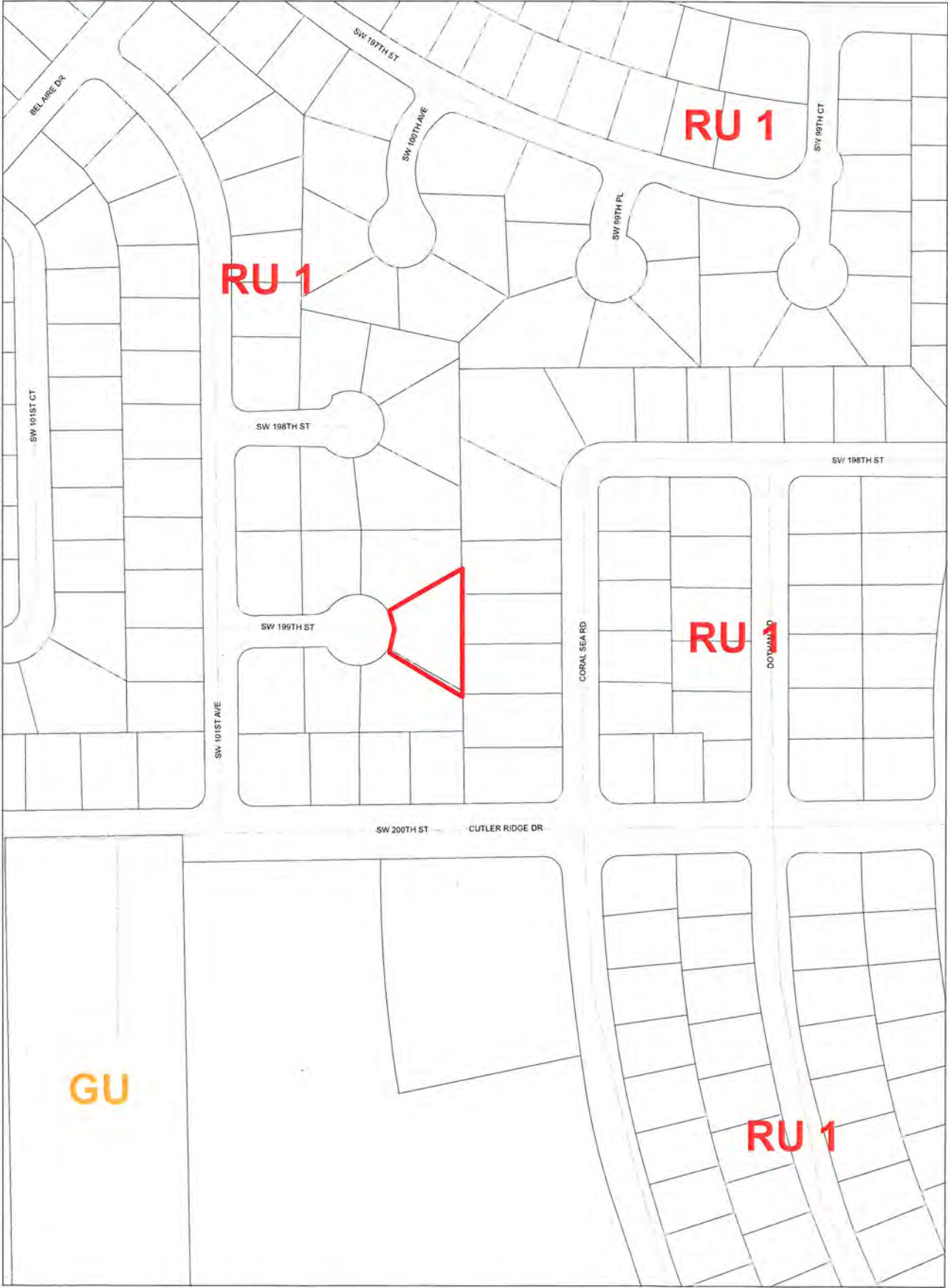
☐ Subject Property



10000 SW 199 STREET

Zoning Map

 Subject Property



TAB 8

ORDINANCE NO. 11-__

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE REQUEST OF THE VILLAGE OF OLD CUTLER CORPORATION FOR A REZONING FROM GU (INTERIM DISTRICT) TO BU-1A (LIMITED BUSINESS DISTRICT) FOR PROPERTY LOCATED ON SW 200TH STREET & SW 87TH AVENUE ALONG OLD CUTLER ROAD (FOLIO NUMBER 36-6009-003-0310) AND 20002 OLD CUTLER ROAD (FOLIO NUMBER 36-6009-003-0290), AS LEGALLY DESCRIBED IN EXHIBIT “A,” CONSISTING OF APPROXIMATELY 3.52 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 33 “Zoning,” of the Town Code of Ordinances (the “Town Code”), the Village of Old Cutler (the “Applicant”) Corporation has applied to the Town of Cutler Bay (the “Town”), for approval of a rezoning from GU (Interim District) to BU-1A (Limited Business District), for property located at 20002 Old Cutler Road, as legally described in Exhibit “A,” consisting of approximately 3.52 acres (the “Property”); and

WHEREAS, the property is located within the Old Cutler Road Design Standards Overlay District, which purpose is to promote development along Old Cutler Road that will encourage pedestrian activity, wide sidewalks, balconies, outdoor cafes, squares, plazas, and diverse architectural designs; and

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

WHEREAS, this Ordinance was heard and recommended by the Town Council, in its capacity as the Town’s Local Planning Agency; and

WHEREAS, after due notice and hearing, the Town Council finds this Ordinance to be consistent with the Town Code and the Town’s Comprehensive Plan (Growth Management Plan); and

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

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

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

Section 2. Approval. The Town Council hereby approves a rezoning for the Property, legally described in Exhibit "A," from GU (Interim District) to BU-1A (Limited Business District).

Section 3. Recording. The Town, or the Applicant if so requested by the Town Clerk, shall record this Ordinance at the Applicant's sole expense in the Public Records of Miami-Dade County, Florida.

Section 4. Effective Date. This Ordinance shall take effect immediately upon enactment.

PASSED AND ADOPTED 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 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 _____



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Mayor and Town Council

From: Steven Alexander

Date: October 19, 2011

Re: Staff Report – Village of Old Cutler Corporation – Re-zoning Application

REQUEST

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE REQUEST OF THE VILLAGE OF OLD CUTLER CORPORATION FOR A REZONING FROM GU (INTERIM DISTRICT) TO BU-1A (LIMITED BUSINESS DISTRICT) FOR PROPERTY LOCATED ON SW 200TH STREET & SW 87TH AVENUE ALONG OLD CUTLER ROAD (FOLIO NUMBER 36-6009-003-0310) AND 20002 OLD CUTLER ROAD (FOLIO NUMBER 36-6009-003-0290), AS LEGALLY DESCRIBED IN EXHIBIT “A,” CONSISTING OF APPROXIMATELY 3.52 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.

A. INTRODUCTION

REQUEST(S): The applicant is requesting approval of a rezoning from GU (Interim District) to BU-1A (Limited Business District). This district boundary change requires the submittal of a rezoning application to the Town Council for approval. In evaluating an application for a district boundary change, the Town Council, is to apply the standard under Section 33-311(F) of the Code to ensure that the rezoning would not generate unfavorable impacts to the community. An evaluation of these standards is part of the staff analysis. A copy of the re-zoning application is provided in Attachment A.

- **NAME OF BUSINESS:** Village of Old Cutler Corp

- **APPLICANT:** Maria Stefano, President
- **LOCATION:** SW 200th Street & SW 87th Avenue along Old Cutler Road (Folio Number: 36-6009-003-0310) and 20002 Old Cutler Road (Folio Number: 36-6009-003-0290).
- **LOT SIZE:** 3.52 Acres
- **LEGAL DESCRIPTION:** Lots 1 through 13, less the south 10 feet in block 14, and lots 9 and 10 in block 14, less the lands more particularly described as a strip of land 10 feet wide for the right-of-way of Ingraham Highway along the SE'y boundary of lots 9 and 10, block 14 of the plat of "Tenella Ocean Farms Addition", as shown and recorded in plat book 12, page 40, public records of Miami-Dade County, Florida. The said strip of land lying adjacent to, contiguous with and 10 feet N'y at right angles, to the NW'y boundary of Ingraham Highway as shown on the above mentioned plat, by virtue of that right-of-way deed filed December 8, 1941 in Deed Book 2204, Page 19 all in "Tenella Ocean Farms Addition", according to the plat thereof, as recorded in plat book 12, page 40, of the public records of Miami-Dade County, Florida.

B. BACKGROUND INFORMATION:

According to public records and the Miami-Dade County Property Appraiser's Office, titles of the two properties are held in the name of Village of Old Cutler Corporation, a registered Florida corporation. This property consists of two adjoining sites that were assembled in two separate transactions. The northern portion of the property was purchased in November of 2005 (Folio Number: 36-6009-003-0290). The southern portion was purchased in August of 2004 (Folio Number: 36-6009-003-0310). The subject property is located in a desirable area of the Town, and defined in the Old Cutler Road Charrette Report (March 2004) as "...the community's first impression for visitors and residents" to the Old Cutler Road business corridor. Old Cutler Road is a historically-designated, two-lane thoroughfare that provides access to Coral Gables and Downtown Miami.

The site is located on the northeast corner of the intersection of SW 87th Avenue and Old Cutler Road. According to the survey, the site is approximately 3.52 acres (153,331 square feet) with approximately +/- 830 linear feet of frontage along Old Cutler Road. The subject site is triangular in shape and slightly irregular. The site appears to

be level to road grade. The survey shows that the parcel consist of 13 lots of different sizes. The lots are mainly cleared with the exception of lot #1 on the north eastern portion (intersection of SW 85th Avenue and Old Cutler Road) that is utilized as a landscaping and nursery business (Righteous Garden). There are no improvements on the site. However, on Sunday the site (except for lot #1) is used as an outdoor market. The site is served with power and telephone from Florida Power and Light Company and AT&T, respectively. The property is also served with County water and sewer services. The property has excellent frontage along three streets.

On June 8, 2011, the applicant submitted a letter to the Town's Department of Community Development for a zoning determination. The Department concluded that the development trend surrounding the subject property is RU-1. Therefore, any proposed use for this property not consistent with the requirements set forth in the Growth Management Plan (Comprehensive Plan) will require a change in zoning. This means that future development at the site must provide for a mix of uses in order to meet the definition and intent of the mixed-use requirements in the Comprehensive Plan. Subsequent to the Department's zoning determination letter, the applicant filed this application. A copy of the original letter of intent and supplementary correspondences are provided in Attachment B.

C. DESCRIPTION OF THE REQUESTED RE-ZONING DISTRICT

The following provides an overview of the BU-1A sections of the Town Zoning Code which are relevant to this request.

Chapter 33 Zoning Code of the Town of Cutler Bay

Article XXV. BU-1A, Limited Business District

Sec. 33-246. Purpose. The purpose of the BU-1A is to provide for retail and service convenience facilities which satisfy the essential and frequent needs of the adjacent residential neighborhood as well as the more specialized commercial facilities which may serve several neighborhoods. The permitted uses are outlined in Sec. 33-247 of the Code (See: Attachment C).

D. EXISTING ZONING AND LAND USE DESIGNATIONS:

The property proposed for re-zoning in this application is currently zone GU (Interim District). The GU District is primarily used in unincorporated Miami-Dade County where the area is not covered by another zoning district. Typically, this district allows single-family residences on five-acre lots and every customary use associated with it, including pools, sheds private garages carports, etc.

The subject property is primarily surrounded by residential zoning districts. The adjoining use to the south along Old Cutler Road is RU-2, Two-Family Residential District. To the east are RU-1 and RU-2, Single-Family Residential District and Two-Family Residential District, respectively. The RU-1 District allows for a combination of uses that includes residential, municipal recreational building (must be owned and

operated by the municipality, County, State and United States Government), schools (family day-care, and after school day care), and group homes. The schools and group homes are only allowed if they meet the requirements set forth in the code. According to Section 33-201 of the Town Code, the uses permitted in the RU-2 District are inclusive of the uses that are allowed in RU-1, RU-1M (a) and RU-1M (b) District.

In addition, the immediate area surrounding the subject property along Old Cutler Road has a zoning overlay, known as the Old Cutler Road Overlay District (Ordinance No. 07-01). The intent of this District is to promote development along Old Cutler Road that consists of a variety of building and uses that will encourage pedestrian activity with wide sidewalks, balconies, outdoor cafes, squares, and plazas (See: Ordinance No. 07-01, Section 2.A.1).

In the Town's Growth Management Plan, the Future Land Use Map (2020) identifies the subject property as being a mixed-use site. This means that future development at the site must provide for a mix of uses (residential and commercial development) in order to meet the definition and intent of the mixed-use requirements in the Growth Management Plan.

The following table summarizes the existing zoning and land use (existing and future) designations for the subject property and surrounding properties.

Existing Zoning Designation	Existing Land Use Designation	Future Land Use Designation
Subject Property:	Subject Property:	Subject Property:
GU- Interim District (Old Cutler Road Design Standards Overlay Zoning District Ordinance No. 07-01)	Vacant, Unprotected	Mixed-Use
Surrounding Properties:	Surrounding Properties:	Surrounding Properties:
<i>NORTH:</i>	<i>NORTH:</i>	<i>NORTH:</i>
RU-1- Single-Family Residential District	Vacant, Unprotected	Single-Family Residential (Low Density)
<i>EAST:</i>	<i>EAST:</i>	<i>EAST:</i>
RU-1 – Single-Family Residential District	Single-Family Residential	Single-Family Residential (Low Density)
RU-2 – Two-Family Residential District		
<i>SOUTH:</i>	<i>SOUTH:</i>	<i>SOUTH:</i>
RU-2 – Two-Family Residential District	Parks, Preserves, Conservation Areas	Mixed-Use

<i>WEST:</i>	<i>WEST:</i>	<i>WEST:</i>
RU-1- Single-Family Residential District	Single-Family Residential	Single-Family Residential (Low Density)
	Vacant, Unprotected	

E. ZONING HISTORY:

The Department research of its records did not produce any past zoning resolutions, reports, covenant or other related documents associated with the proposed site.

F. NEIGHBORHOOD CHARACTERISTICS:

Old Cutler Road is the main thoroughfare providing access to the neighborhoods adjoining the subject property. Residential development in this area was very active until 2006. Since then, demand for housing in this area has subsided, and slow trends are expected to continue due to the oversupply of residential units in the market and other factors associated with the availability of credit, and performance of local and national economies. Despite the current real estate and financial challenges, this section of Town is still very desirable for both residential and commercial uses due to its location and proximity to major highways (Florida Turnpike and US Highway 1).

The surrounding neighborhoods are characterized by new and established residential communities, which are mostly one-story housing units. To the rear of the property (SW 200th Street) there are five residences, and two empty parcels. To the south (between Cutler Ridge Drive and Old Cutler Road, along SW 87th Avenue), there is a church (The Church of Miami) and residential properties across the street from the subject property. The church and parking lot along Old Cutler Road and are part of the Old Cutler Road Overlay District. The properties to the east are residential (Entrance to Saga Bay). The properties along Old Cutler Road are also part of the overlay district. These properties have their entrances from SW 85th Avenue and are fenced in by a concrete block & stucco wall and wooden fence. There is one resident across from the site facing Old Cutler Road that has no fence (20091 Old Cutler Road). The property to the north, adjoining SW 85th Avenue, and across from the subject site is a small empty lot zoned GU (Interim District). This property is part of the Old Cutler Road Overlay District. In general, despite the overlay district, the subject property is surrounded primarily by residential and institutional uses (churches) that should be accommodated by any future nonresidential development. A copy of an aerial photo of the area is provided in Attachment D.

G. INTER-AGENCY REVIEW:

No Inter-Agency review was performed on this application. During the site plan review process, this application will be reviewed by the necessary governmental agencies in order to ensure that there are adequate public facilities to serve the proposed development.

H. PERTINENT REQUIREMENTS/STANDARDS:

The proposed rezoning application will be reviewed for consistency based on the standards established in Section 33-311(F) of the Town of Cutler Bay Code. According to Section 33-311(F) of the Code "Detriments or benefits shall not be denied consideration on the grounds that they are indirect, intangible or not readily quantifiable. In evaluating the application, among other factors related to the general welfare, whether, and the extent to which:"

1. The development permitted by the application, if granted, conforms to the [Town of Cutler Bay Comprehensive Plan]; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered;
2. The development permitted by the application, if granted, will have a favorable or unfavorable impact on the environmental and natural resources of [the Town of Cutler Bay], including consideration of the means and estimated cost necessary to minimize the adverse impacts; the extent to which alternatives to alleviate adverse impacts may have a substantial impact on the natural and human environment; and whether any irreversible or irretrievable commitment of natural resources will occur as a result of the proposed development;
3. The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of [Town of Cutler Bay];
4. The development permitted by the application, if granted, will efficiently use or unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction;
5. The development permitted by the application, if granted, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.

I. STAFF ANALYSIS:

In evaluating an application for a district boundary change, the Town Council, is to apply the standards under Section 33-311(F) of the Code to ensure that the re-zoning would not generate unfavorable impacts to the community. The following is the staff analysis as it pertains to this application.

1. **The development permitted by the application, if granted, conforms to the [Town of Cutler Bay Comprehensive Plan]; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered;**

The rezoning from GU to BU-1A will be consistent with the Comprehensive Plan, specifically the Future Land Use Map, and applicable neighborhood studies and plans, if the proposed future development meets the mixed-use requirements.

This means that future development at the site must provide for a mix of uses. The mixed-use represents a variety of uses, which includes, but is not limited, to sales and services activities, professional offices, community facilities, institutional facilities, open space, and residential uses.

In the case of the Old Cutler Road Corridor, the mix of uses can be commercial and retail, or commercial and residential. The commercial and retail uses must provide for vertical and horizontal development which allows commercial uses on the ground floor and offices on the upper floor.

In the case of a proposed commercial and residential development, the mixed-use component shall include no less than 20 percent residential. In a horizontal development, residential development may exist on the upper levels or areas within the property. This prevents a single family dwelling from being built, while in the same vein places a limitation that the entire site cannot be 100 percent residential.

If the proposed development is consistent with the Town's interpretation of the Comprehensive Plan mixed-use district requirements, then the approval of this re-zoning would serve as a public benefit. According to Policy FLU-3C, the area located along the Old Cutler Road corridor and designated "Mixed-Use" on the Future Land Use shall be redeveloped as a place where living, working, shopping, and civic activities can take place within a town center type of environment. In addition, Policy FLU-3G notes that the Town shall implement unified high quality well-designed horizontal and vertical mixed-use development on the Old Cutler Road corridor.

2. **The development permitted by the application, if granted, will have a favorable or unfavorable impact on the environmental and natural resources of [the Town of Cutler Bay], including consideration of the means and estimated cost necessary to minimize the adverse impacts; the extent to which alternatives to alleviate adverse impacts may have a substantial impact on the natural and human environment; and whether any irreversible or irretrievable commitment of natural resources will occur as a result of the proposed development.**

Miami-Dade County Department of Environmental Resources Management (DERM) records indicate that there are several natural forest communities located within one (1) mile radius from the property. The Department does not anticipate that this rezoning will have an unfavorable impact on the natural forest communities. A visual inspection of the site showed no traces of wetlands, pinelands, hardwood hammocks, or other environmentally-sensitive vegetation. In addition, there were no visible signs of hazardous material or other contaminants on site. In the short-term, the proposed rezoning and commercial mixed-use development will not have a significant unfavorable impact on the environmental and natural resources of the Town. However, in long-term, the Department anticipates that the commercial uses will generate additional vehicles trips that may have potential impacts on the area's environment. A traffic study will be required of any commercial development proposed for the site to determine the project's potential transportation and environmental impacts on the area.

3 The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of [Town of Cutler Bay].

The proposed rezoning of the subject property may have a favorable impact on the local economy, if the property is developed as a mixed-use development. The future commercial businesses may add new jobs and contribute to the tax base of the Town.

4. The development permitted by the application, if granted, will efficiently use or unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction.

The proposed mixed-use development will require water, sewer and solid waste disposal services. These services will be provided by Miami-Dade County Water and Sewer Department (WASD) and Department of Solid Waste Management. The applicant will be required to pay impact fees and connection fees to mitigate the new demand on the system. The site will be served by the South District Wastewater Treatment Plant (located along the south side of SW 232nd Street between SW 87th and 97th Avenues). This is one of three regional wastewater treatment plants in Miami-Dade County. The solid waste will be disposed at the South Dade Solid Waste Disposal Facility (located along the north side of SW 248th Street between SW 87th and SW 97th Avenues). This is one of the major solid waste facilities operated by Miami-Dade County. Presently, the site is served with county water and sewer services (WASD), power and telephone from Florida Power and Light Company and AT&T, respectively.

5. **The development permitted by the application, if granted, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.**

The Department anticipates that any proposed rezoning and development (commercial and/or residential) in this area will have an unfavorable impact on Old Cutler Road since this road cannot be widened or improved because it has been declared a "State Scenic Highway" (1974) by the Florida Legislature. This means that no state funds can be spent by any public agency for any purpose that would change or impact the historical character of this road. The traffic generated by the proposed development may overflow into the local street during peak hours as an alternative to Old Cutler Road. As a result, the new vehicle trips generated by the proposed uses will have an impact on Old Cutler Road and surrounding neighborhoods. This means that the applicant would be required to incorporate traffic mitigation measures to minimize the impacts to Old Cutler Road and surrounding roads. As mentioned, a traffic study will be required of any commercial development proposed for the site to determine the project's potential transportation and environmental impacts on the area.

The Department does not anticipate that the proposed rezoning and development will have an unfavorable impact on mass transit and highways serving the area.

J. TOWN STAFF RECOMMENDATION:

The Department recommends approval of the re-zoning of the subject property from GU to BU-1A contingent on future development at the property being mixed-use consistent with the adopted Growth Management Plan, Future Land Use Map and any other Town documents or policies which defines the mixed-use requirements.

ATTACHMENT A
RE-ZONING APPLICATION



Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

BY: Ponce
OK #1717

RECEIVED

JUL 26 2011

Community Development

Application# ZC-2011-006

**ZONING, VARIANCE, SPECIAL EXCEPTION, ADMINISTRATIVE WAIVER,
AND/OR UNUSUAL USE APPLICATION**

LIST ALL FOLIO #S: 26-6009 - 003-0310, 36-6009-003-0290

DATE RECEIVED: _____

1. **NAME OF APPLICANT** (Provide complete name of applicant, exactly as recorded on deed, if applicable. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

Village of Old Cutler, Corp

2. **APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:**

Mailing Address: 11350 SW 95th Street

City: Miami, FL State: FL Zip: 33176 Phone#: 786-486-0202

3. **OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:**

Owner's Name (Provide name of ALL owners): Maria Stefano

Mailing Address: 11350 SW 95th Street

City: Miami State: FL Zip: 33176 Phone#: 786-486-0202

4. **CONTACT PERSON'S INFORMATION:**

Name: Maria Stefano Company: Village of Old Cutler Corp

Mailing Address: 11350 SW 95th Street

City: Miami State: FL Zip: 33176

Phone# 786 486 0202 Fax# 305-243939 E-mail: MSTEF2121@aol.com



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Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

5. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, and range. If the application contains multiple rezoning requests, then a legal description for each sub-area must be provided. Attach separate sheets, as needed).

Tenalla Ocean Farms Addn

PB 12-40

Lots 1-13 Block 14, Less the South 10
Feet of Lots 6 & 7

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.)

NW corner of Old Cutler Road and 87th Avenue
20002 Old Cutler Road

7. SIZE OF PROPERTY (in acres): 3.52 (divide total sq. ft. by 43,560 to obtain acreage)

8. DATE property ☒ acquired ☐ leased: 8/2004 **9. LEASE TERM:** _____ Years
(Month & year)

10. IF CONTIGUOUS PROPERTY IS OWNED BY THE SUBJECT PROPERTY OWNER(S), provide Complete legal description of said contiguous property.

Tenalla Ocean Farms Addn PB 12-40
Lots 1-13 Block 14, Less the
South 10 Feet of Lots 6 & 7



Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

11. Is there an option to purchase ☐ or lease ☒ the subject property or property contiguous thereto?

☐ no ☒ yes (If yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)

CVS

12. PRESENT ZONING CLASSIFICATION: GU

13. APPLICATION REQUESTS (check all that apply and describe nature of the request in space provided) (DBC's require special exception to permit site plan approval unless rezoning 3 acres or less to residential categories)

☒ District Boundary Changes (DBC) (Zone class requested): BU-1A

☐ Unusual Use: _____

☐ Variance: _____

☐ Alternative Site Development (PUD): _____

☐ Special Exception: _____

☐ Administrative Waiver: _____

☐ Modification of previous resolution/plan: _____

☐ Modification of Declaration or Covenant: _____

☐ Other: _____

14. Has a public hearing been held on this property within the last year & a half? ☒

No ☐ Yes,

If yes, provide applicant's name, and date, purpose and results of hearing, and resolution number.



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10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

15. Is this hearing is as a result of a violation notice? ☒ No ☐ Yes. If yes, give name to whom the Violation notice was served: _____ and describe the violation: _____

16. Describe structures on the property: None

17. Is there any existing use on the property? ☐ No ☒ Yes. If yes, what use and when established?

Use: Farmer's Market Year: 2011

18. Submitted Materials Required:

Please check all that Apply:

- ☒ Letter of intent
- ☒ Justifications for change
- ☒ Statement of hardship
- ☒ Proof of ownership or letter from owner
- ☐ Power of attorney
- ☐ Contract to purchase
- ☒ Current survey (1 original sealed and signed/ 1 reduced copy at 11" x 17")
- ☐ (12) Copies of Site Plan and Floor Plans
- ☐ (1) Reduced copy at 11"x 17"
- ☐ 20% Property owner signatures (If required)
- ☒ Mailing Labels (3 sets) and map (If required)
- ☒ Required Fee(s)



Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

OWNER OR TENANT AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am)(We are) the ☐ owner ☐ tenant of the property described and which is the subject matter of the proposed hearing.

Signature

Signature

Sworn to and subscribed to before me
This _____ day of _____, _____

Notary Public: _____
Commission Expires: _____

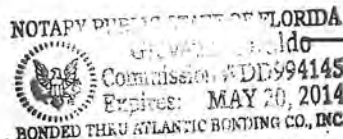
CORPORATION AFFIDAVIT

(I)(WE), Maria Stefano, being first duly sworn, depose and say that (I am)(We are) the ☒ President ☐ Vice-President ☐ Secretary ☐ Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the ☐ owner ☐ tenant of the property described herein and which is the subject matter of the proposed hearing.

Attest: Maria Stefano

Maria Stefano
Authorized Signature

(Corp. Seal)



Sworn to and subscribed to before me
This 13 day of July, 2011

Notary Public: [Signature]
Commission Expires: May 20, 2014



Community Development Department
10720 Caribbean Boulevard, 1
Phone: 305-234-4262 Fax: 305-234-4251

PARTNERSHIP AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am)(We are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the owner or tenant of the property described herein which is the subject matter of the proposed hearing.

By _____ %
By _____ %

(Name of Partnership)
By _____
By _____

Sworn to and subscribed to before me
This _____ day of _____, _____

Notary Public: _____
Commission Expires: _____

ATTORNEY AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

Signature

Sworn to and subscribed to before me
This _____ day of _____, _____

Notary Public: _____
Commission Expires: _____



Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

RESPONSIBILITIES OF THE APPLICANT

I AM AWARE THAT:

1. The Department Environmental Resources Management (DERM), and other agencies review and critique zoning applications which may affect the scheduling and outcome of applications. These reviews may require additional public hearings before DERM's Environmental Quality Control Board (EQCB), or other boards, and /or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property. In addition to mailing costs, fees related to application changes, plan revisions, deferrals, re-advertising, etc., may be incurred. Application withdrawn within 30 days of the filing are eligible for a refund of 25% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. I understand that fees must be paid promptly.
3. The South Florida Building Code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and that a building permit will probably be required. I am responsible for obtaining permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use and Occupancy must be obtained for the use of the property after it has been approved at Zoning Hearing and that failure to obtain the required permits and/or Certificates of Completion or of Use and Occupancy will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3rd District Court of Appeal has ruled that zoning applications inconsistent with the Comprehensive Development Master Plan (CDMP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CDMP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
5. In Miami-Dade County v. Omnipoint Holdings, Inc. Case No. 3d01-2347 (Fla. 3rd DCA 2002), the 3rd District Court of Appeal has held invalid the standards for non-use variances, special exceptions, unusual uses, new uses requiring a public hearing and modification of covenants. This is not a final decision and the County Attorney's Department professional staff to develop new standards that will address the Court's concerns. While the new standards are being developed, applicants are advised that any non-use variance, special exception, unusual use, new use requiring a public hearing or request for modification of covenants granted under the existing standards are subject to being reversed in the courts. An applicant wishing to avoid the substantial legal risks associated with going forward under the existing standard may seek a deferral until the new standards are developed.



Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

6. Any covenant to be proffered must be submitted to the Town of Cutler Bay Legal Counsel, on Town form, at least 1 month prior to the hearing date. The covenant will be reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within 1 week of the hearing. And that Legal Counsel must carry a cover letter indicating subject matter, application number and hearing date.
7. The Town of Cutler Bay Department of Public Works reviews and critiques zoning applications and may require conditions for approval.
8. **THE APPLICANT IS RESPONSIBLE FOR TRACKING THE STATUS OF THE APPLICATION AND ALL HEARINGS THAT MAY BE ASSOCIATED WITH THIS APPLICATION.**

Maria J. Fane
(Applicant's Signature)

Sworn to and subscribed before me this 13 day of July, 2011.
Affiant is personally known to me or has produced _____ as
identification.

Giovana Giraldo
(Notary Public)

My Commission Expires: May 20, 2014

NOTARY PUBLIC-STATE OF FLORIDA
Giovana Giraldo
Commission #DD994145
Expires: MAY 20, 2014
BONDED THRU ATLANTIC BONDING CO., INC.



Community Development Department
10720 Caribbean Boulevard,
Phone: 305-234-4262 Fax: 305-234-4251

COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent to the payment of all applicable fees involved as part of my application process. These fees include but are not limited to: application fees, postage, advertising, and attorney fees regardless of the outcome of the public hearing.

Please type or print the following:

Date: 7/13/2011

Public Hearing No. ZC-2011-006

Full Name:

Mr. (Mrs.) Ms. Maria Stefano

Current Address: 11350 SW 95 St. City: Miami

State: FL Zip: 33176 Telephone Number (786) 486-0202

Date of Birth: 3/21/1979

Maria Stefano
Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 13 DAY OF July 2011

Giovanna Giraldo
Notary Public, State of Florida at Large

My Commission expires May 20 2014

NOTARY PUBLIC STATE OF FLORIDA
Giovanna Giraldo
Commission #DD994145
Expires: MAY 20, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Pursuant to Ordinance No. 2000-09-33-Cost Recovery

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VILLAGE OF OLD CUTLER CORP.							
<u>Filing Information</u>							
Document Number P04000118546							
FEI/EIN Number 204234719							
Date Filed 08/16/2004							
State FL							
Status ACTIVE							
<u>Principal Address</u>							
11350 SW 95 STREET MIAMI FL 33176							
<u>Mailing Address</u>							
11350 SW 95 STREET MIAMI FL 33176							
<u>Registered Agent Name & Address</u>							
STEFANO, ANDRES M 11350 SW 95 STREET MIAMI FL 33176							
Name Changed: 04/29/2011							
<u>Officer/Director Detail</u>							
Name & Address							
Title P, T							
STEFANO, ANDRES M 11350 SW 95 STREET MIAMI FL 33176							
Title VP,S							
STEFANO, MARIA L 11350 SW 95 STREET MIAMI FL 33176							
<u>Annual Reports</u>							
Report Year Filed Date							
2009 05/01/2009							
2010 04/22/2010							
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Summary Details:

Folio No.:	36-6009-003-0310
Property:	
Mailing Address:	VILLAGE OF OLD CUTLER CORP
	11350 SW 95 ST MIAMI FL 33176-1104

Property Information:

Primary Zone:	8900 UNZONED
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	3.08 ACRES
Year Built:	0
Legal Description:	TENALLA OCEAN FARMS ADDN PB 12-40 ALL OF LOTS 4 & 5 LOTS 6 & 7 LESS S10FT & ALL LOTS 8 THRU 13 BLK 14 LOT SIZE 134600 SQ FT COC 22580-0602 08 2004 1

Assessment Information:

Year:	2010	2009
Land Value:	\$376,880	\$538,400
Building Value:	\$0	\$0
Market Value:	\$376,880	\$538,400
Assessed Value:	\$376,880	\$538,400

Taxable Value Information:

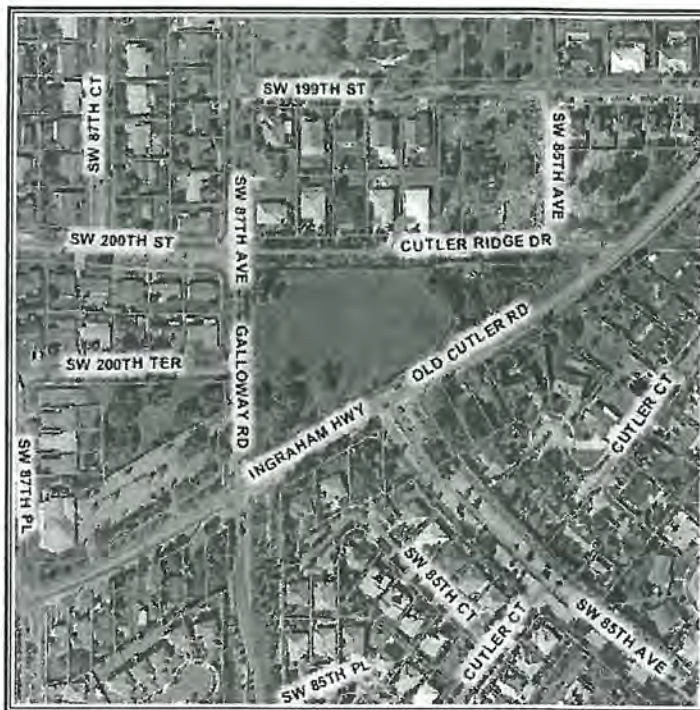
Year:	2010	2009
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$376,880	\$0/\$538,400
County:	\$0/\$376,880	\$0/\$538,400
City:	\$0/\$376,880	\$0/\$538,400
School Board:	\$0/\$376,880	\$0/\$538,400

Sale Information:

Sale Date:	8/2004
Sale Amount:	\$995,000
Sale O/R:	22580-0602
Sales Qualification Description:	Sales which are qualified
View Additional Sales	

Additional Information:

Click here to see more information for this property:
Community Development District
Community Redevelopment Area



Aerial Photography - 2009

0 149 ft

Legend

- Property Boundary
- Selected Property
- Street
- Highway
- Miami-Dade County
- Water



[My Home](#) | [Property Information](#) | [Property Taxes](#)
| [My Neighborhood](#) | [Property Appraiser](#)

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If you experience technical difficulties with the Property Information application, or wish to send us your comments, questions or suggestions please email us at [Webmaster](#).

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Empowerment Zone
Enterprise Zone
Zoning Land Use
Urban Development Boundary
Zoning
Non-Ad Valorem Assessments
Environmental Considerations

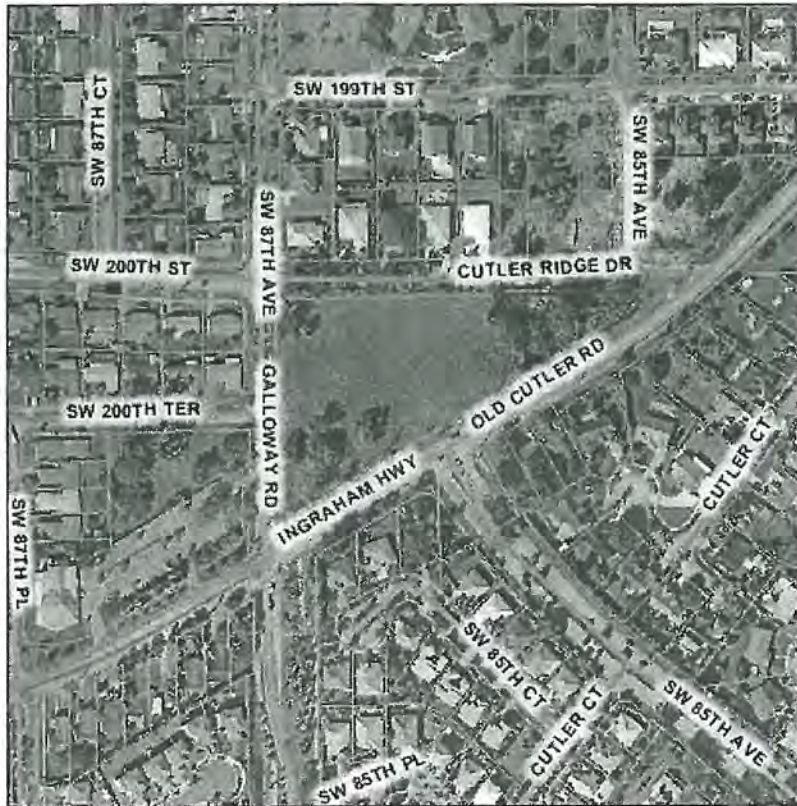
My Home
Miami-Dade County, Florida



miamidade.gov

MIAMI-DADE

Property Information Map



Aerial Photography - 2009

0 — 149 ft

This map was created on 7/26/2011 2:52:50 PM for reference purposes only.

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Close

Summary Details:

Folio No.:	36-6009-003-0290
Property:	20002 OLD CUTLER RD
Mailing Address:	VILLAGE OF OLD CUTLER CORP
	11350 SW 95 ST MIAMI FL 33176-1104

Property Information:

Primary Zone:	8900 UNZONED
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	26,300 SQ FT
Year Built:	0
Legal Description:	TENALLA OCEAN FARMS ADDN PB 12-40 LOTS 1-2-3 BLK 14 LOT SIZE IRREGULAR OR 18571-3845 0499 5 F/A/U 30-6009-003-0290

Assessment Information:

Year:	2010	2009
Land Value:	\$88,368	\$126,240
Building Value:	\$0	\$0
Market Value:	\$88,368	\$126,240
Assessed Value:	\$88,368	\$126,240

Taxable Value Information:

Year:	2010	2009
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$88,368	\$0/\$126,240
County:	\$0/\$88,368	\$0/\$126,240
City:	\$0/\$88,368	\$0/\$126,240
School Board:	\$0/\$88,368	\$0/\$126,240

Sale Information:

Sale Date:	11/2005
Sale Amount:	\$300,000
Sale O/R:	23989-1536
Sales Qualification Description:	Sales which are qualified
View Additional Sales	

ATTACHMENT B
LETTER OF INTENT

VILLAGE OF OLD CUTLER CORP.

11350 SW 95th STREET MIAMI, FL 33176 786-486-0202

LETTER OF INTENT

July 13, 2011

VIA HAND DELIVERY

Julian Perez, AICP
Community Development Director
Department of Community Development



Town of Cutler Bay
Cutler Bay Town Center
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
Tel: (305) 234-4262
Fax: (305) 234-4251

REF: VILLAGE OF OLD CUTLER CORP.

PROPERTY LOCATION: 20001 OLD CUTLER ROAD

FOLIO NUMBERS: 36-6009-003-0290 & 36-6009-003-0300

ESTEEMED MR. PEREZ,

PLEASE ACCEPT THIS CORRESPONDENCE AS OUR FORMAL LETTER OF INTENT TO THE ATTACHED PUBLIC HEARING APPLICATION. I AM MARIA STEFANO, THE PRESIDENT OF THE VILLAGE OF OLD CUTLER CORP. (THE "APPLICANT") THE OWNER OF 3.52 ACRES OF LAND LOCATED AT 20001 OLD CUTLER ROAD WITH FOLIO NUMBERS 36-6009-003-0290 & 36-6009-003-0300 (THE "PROPERTY").

I AM SEEKING A DISTRICT BOUNDARY CHANGE FROM GU TO BU1A, SITE PLAN APPROVAL, AND ANY ASSOCIATED NON-USE VARIANCES TO PERMIT A COMMERCIAL MIXED USE ON THE PROPERTY. THE NEAR FUTURE PLANS ARE TO ENHANCE THE CURRENTLY VACANT PROPERTY WITH A NEW BUILDING THAT WILL MEET THE PRINCIPLES OF A US GREEN BUILDING (LEED) AND A FAMILY STYLE NATIONAL BRAND RESTAURANT. ABUNDANT LANDSCAPING & THE BEUTIFICATION OF THE AREA WILL ALSO BE PROVIDED. BASED ON THE FOLLOWING, I SUBMIT THAT THIS REQUEST IS CONSISTENT WITH THE GOALS, OBJECTIVES, AND POLICIES OF THE COMPREHENSIVE MASTER PLAN, OLD CUTLER CHARETTE, COMPATIBLE WITH THE SURROUNDING AREA AND PURSUES THE EFFORTS TO MAKE THE TOWN OF CUTLER BAY A GREEN COMMUNITY.

THE PROPERTY IS LOCATED ON THE NORTH WESTERN CORNER OF OLD CUTLER ROAD AND SW 87TH AVENUE. TO THE REAR (NORTH) OF THE PROPERTY, NAMELY 200TH STREET,

THERE ARE 5 RESIDENCES. TO THE WEST THERE IS THE CHURCH OF MIAMI PROPERTY. TO THE SOUTH OF THE PROPERTY, MOST OF THE RESIDENTIAL PROPERTY IS WALLED AND GATED WITH THE ENTRANCE OF THOSE PROPERTIES LOCATED AT OTHER LOCATIONS, WITH THE EXCEPTION OF ONE RESIDENCE NAMELY 20091 OLD CUTLER ROAD LOCATED ACROSS FROM MY PROPERTY. A LARGE PORTION OF THE LAND SURROUNDING MY PROPERTY IS VACANT.

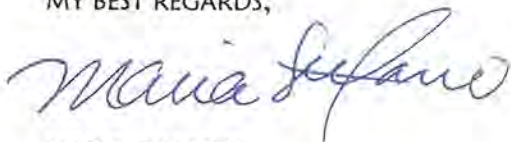
THE PROPERTY IS CURRENTLY ZONED GU WHICH AS PER MIAMI DADE COUNTY CODE ALLOWS FOR A SINGLE FAMILY RESIDENCE ON A FIVE ACRE LOT, THIS IN ITSELF IS A HARDSHIP. IN THE "OLD CUTLER ROAD CHARETTE, A CITIZENS' MASTER PLAN" THE RESIDENCES OF THE NEIGHBORHOOD EXPRESSED THEIR DESIRE TO HAVE THIS PROPERTY BECOME A MIXED USE PARCEL. THE DEVELOPMENT OF THIS PROPERTY WILL BRING MORE BUSNISSES TO THE AREA AND CREATE NEW JOBS FOR THE TOWNSPEOPLE. THIS APPROVAL WILL ALSO GENERATE MORE TAX REVENUE FOR THE TOWN, WHICH IN PART BENEFITS THE COMMUNITY AS WELL.

CURRENTLY, THE COMPANY INTERESTED IN LEASING A PORTION OF THE PROPERTY IS CVS PHARMACY; THIS IS A NATIONAL COMPANY THAT PRIDES ITSELF IN PROVIDING EXCELLENT SERVICES TO THE COMMUNITY. IF REZONING IS APPROVED, CVS WILL BE BUILDING A GREEN BUILDING (LEED CERTIFIED) WHICH WILL CONTINUE TO SET THE EXAMPLE THAT THE TOWN HAS BEEN DOING SO FAR. IT WILL BE AN ENVIROMENTAL BENEFIT TO HAVE THIS TENANT AT THIS LOCATION. THEY ARE CURRENTLY LOCATED DOWN THE STREET AND ARE INTERESTED IN RELOCATING THE STORE IN ORDER TO STAY IN THIS AREA. IF THIS IS NOT POSSIBLE, THEN THEY WILL BE CLOSING THE STORE AND THIS WILL BE A NEGATIVE IMPACT ON THE TOWN. BY THE DEVELOPMENT OF THIS SITE WITH CVS, WE WILL BE ABLE TO BRING OTHER CHAINS TO THE REMAINDER OF THE PARCEL. WE ARE EXPECTING TO SECURE A FAMILY STYLE RESTAURANT FOR THE OTHER PART OF THE PROPERTY. THIS WILL ALSO BE BENEFICIAL TO THE TOWN APART FROM THE ADDITIONAL TAX REVENUE, IT WILL ALSO SECURE MORE JOBS AND BENEFIT THE COMMUNITY AS A WHOLE. FROM MY PAST EXPERIENCE, WHENEVER A WELL KNOWN NATIONAL COMPANY LIKE CVS TAKES PART IN A PROJECT, OTHER NATIONAL COMPANIES FIND SECURITY IN JOINING THEM AS TENANTS.

OUR ONLY INTENTION IS TO ASK FOR A SETBACK VARIANCE UNLESS STAFF REQUIRES ANY OTHER VARIANCES TO BE REQUESTED. THE SETBACK VARIANCE IS REQUIRED BY OUR PROSPECTIVE TENANT IN ORDER TO COUNTER EFFECT THE ADDED INVESTMENT TO MAKE THE PROPERTY LEED CERTIFIED.

IN CONCLUSION, WE SUBMIT THAT THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE CDMP AND COMPATABLE WITH THE SURROUNDING COMMUNITY. I THANK YOU IN ADVANCED FOR YOUR CONSIDERATION AND RESPECTFULLY REQUEST YOUR SUPPORT OF THIS APPLICATION.

MY BEST REGARDS,

A handwritten signature in blue ink that reads "Maria Stefano". The signature is fluid and cursive, with the first name "Maria" being larger and more prominent than the last name "Stefano".

MARIA STEFANO
PRESIDENT

ATTACHMENT C

BU-1A DISTRICT PERMITTED USES

Attachment C
Town of Cutler Bay
Old Cutler Road Corporation - Rezoning Application
BU1-A District - Permitted Uses

No.	Uses	Notes
Article XXIV: BU-1 Neighborhood Business District		
1	Residential	Permitted as a combination of permitted business uses and residential uses housed in the same building; the floor area of the residential use shall not exceed fifty (50) percent of the floor area of the building
2	Antique Shop	
3	Apparel Stores	
4	Art Good Stores, Artist Studios and Photograph Shop and Galleries	
5	Attendee, Non-Motorized Donation Collection Vehicles as Described in Section 33-19	See Sec. 33-238(5)
6	Banks, excluding drive-in teller service	
7	Beauty parlors	
8	Bakeries, retail only (baking permitted on the premises)	
9	Barber shop	
10	Bicycle sales, rentals and repairs (nonmotorized)	
10.1	Computer, video, videogame and DVD stores	See Sec. 33-238(10.1)
11	Confectionery, ice cream stores and dairy products	
12	Conservatories and music and dance schools	See Sec. 33-238(12)
13	Dairy stores	
13.5	Drugstores	
14	Donated good centers	See Sec. 33-238(14)
15	Florist shops	
16	Grocery stores	See Sec. 33-238(16)
17	Hardware store	
18	Information booth	See Sec. 33-238(18)
19	Interior design shops, office and display only	
20	Jewelry stores, including incidental sales and purchases of used jewelry	
21	Leather goods and luggage shops	
22	Mail order offices, without storage of products sold	
22.1	Museum	
23	Newsstand	
24	Office buildings	
25	Optical stores	
26	Paint and wallpaper stores	
27	Photograph galleries	
28	Pottery shops	
29	Restaurants and coffee houses or dining room	See Sec. 33-238(29)
29.1	Religious facilities	See Sec. 33-238(29.1)
30	Schools	See Sec. 33-238(30)
31	Self service post office	See Sec. 33-238(31)
32	Shoe stores and shoe repair shops	
33	Sporting goods stores	
34	Tailor shops	See Sec. 33-238(34)
35	Tobacco shops	
36	Variety stores	See Sec. 33-238(36)
37	Any property in a BU District may be used as access for egress and ingress only to property zoned in any BU classification or in any IU classification provided that both properties are under the same ownership	
38	Outside walk-up window service	See Sec. 33-238(38)
Article XXV: BU-1A Limited Business District		
1	All uses permitted in BU-1 District	All uses permitted in the BU-1 District except that residential uses are subject to approval at a public hearing
1.1	Amusement center	As defined in Sec 33-1(5.1)

No.	Uses	Notes
2	Auditorium	
3	Automobile new parts and equipment, sales only	
4	Automobile and light truck, new sales agency or rental	See Sec. 33-247(4)
5	Automobile service station	See Sec. 33-247(5)
6	Automobile self-service gas station	See Sec. 33-247(6)
7	Automobile storage within a building	
8	Automobiles tires, batteries and accessories (new) retail only installation permitted	
9	Automobile washing	
10	Bait and tackle shops	
11	Banks, including drive-in teller service	
12	Billard rooms and pool rooms	
13	Boats carrying passengers on excursion, sightseeing, pleasure or fishing trip	
14	Bowling alleys	See Sec. 33-247(14)
15	Convention halls	
16	Dancing halls or dancing academies	See Sec. 33-247(16)
17	Dog and pet hospitals in air-conditioned buildings	
17.1	Donated good centers	See Sec. 33-247(17.1)
18	Dry cleaning establishment	See Sec. 33-247(18)
19	Electrical appliance and fixtures stores including related repair shops	
20	Employment agencies	
21	Furniture stores, retail of new merchandise only	
22	Grocery stores	
23	Handcrafted-products shop	
24	Health and exercise clubs, including bath and massage parlors	
24.1	Home improvement centers	See Sec. 33-247(24.1)
25	Junior department stores	
26	Lawn mowers, retail, sales and service	
26.1	Medical observation dormitory as defined Sec. 33-1(69.05)	See Sec. 33-247(26.1)
27	Mortuaries or funeral homes	
28	Motorcycles sales and repair	
29	Natatoriums	
30	Open air theaters	
31	Package stores	See Sec. 33-247(31)
32	Pet shops	See Sec. 33-247(32)
33	Post office	See Sec. 33-247(33)
34	Printing shops	
35	Private clubs	
36	Propagating and growing plants for sale	See Sec. 33-247(36)
37	Pubs and bars if approved at public hearing	
37.1	Restaurants	See Sec. 33-247(37.1)
37.2	Restaurants with accessory cocktail lounge-bar use	See Sec. 33-247(37.2)
368	Self-service storage facility	See Sec. 33-247(38)
39	Skating rinks	See Sec. 33-247(39)
40	Supermarkets	
41	Tailor shop	
42	Telegraph stations	
43	Telephone exchange	
44	Theaters for live stage production and motion pictures	
45	Variety stores	
46	Rental of trucks other than light trucks	See Sec. 33-247(46)

ATTACHMENT D
AERIAL PHOTOGRAPH

36-6009-003-0310 & 36-6009-003-0290



1/2 Mile Radius

Subject Property

BU Zoning Districts

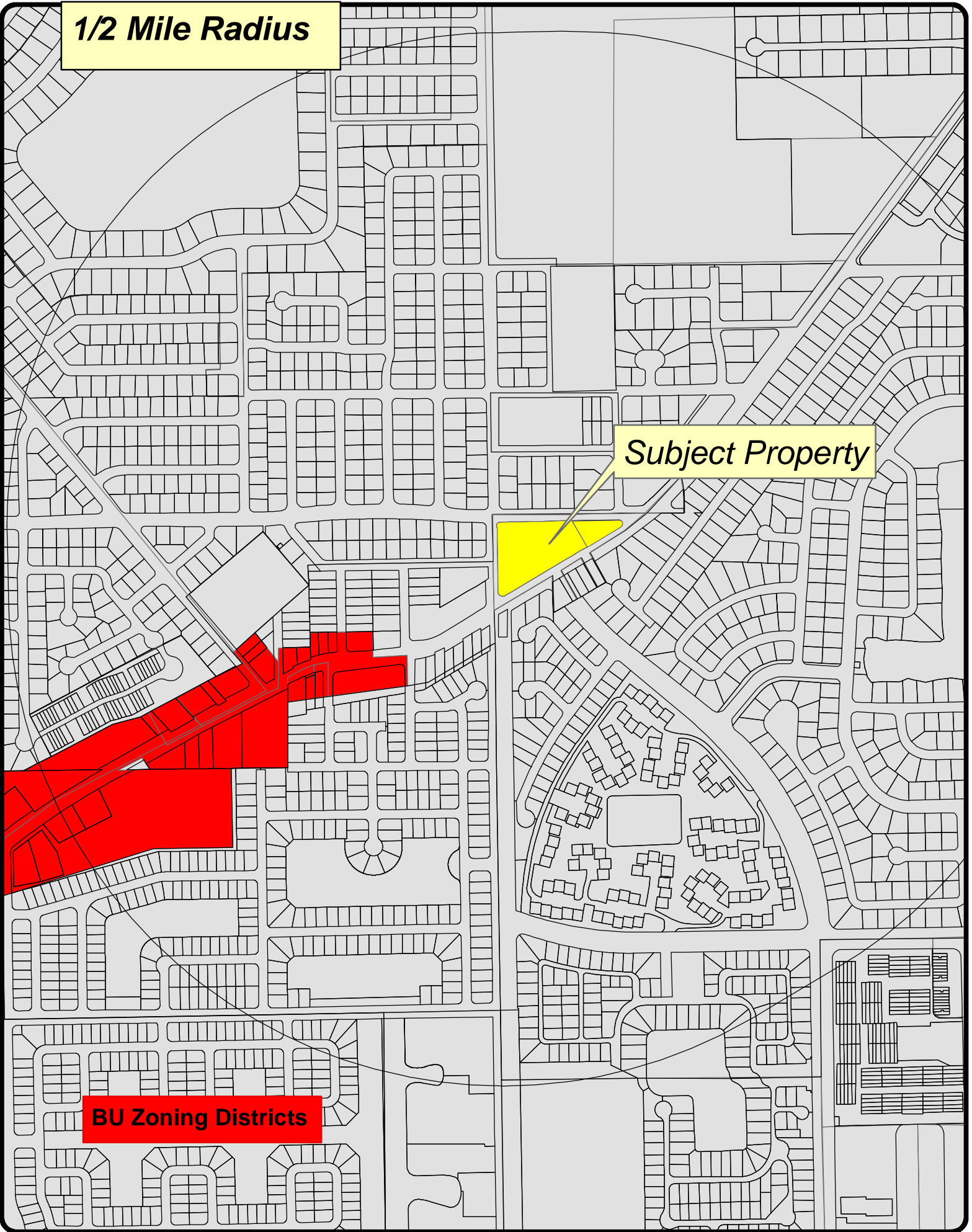


EXHIBIT A
LEGAL DESCRIPTION

“Exhibit A”

Legal Description:

Lots 1 through 13, less the south 10 feet in block 14, and lots 9 and 10 in block 14, less the lands more particularly described as a strip of land 10 feet wide for the right-of-way of Ingraham Highway along the SE'y boundary of lots 9 and 10, block 14 of the plat of “Tenella Ocean Farms Addition”, as shown and recorded in plat book 12, page 40, public records of Miami-Dade County, Florida. The said strip of land lying adjacent to, contiguous with and 10 feet N'y at right angles, to the NW'y boundary of Ingraham Highway as shown on the above mentioned plat, by virtue of that right-of-way deed filed December 8, 1941 in Deed Book 2204, Page 19 all in “Tenella Ocean Farms Addition”, according to the plat thereof, as recorded in plat book 12, page 40, of the public records of Miami-Dade County, Florida.