

TOWN OF CUTLER BAY

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

Town Manager Steven J. Alexander
Interim Town Attorney Mitchell Bierman
Interim Town Attorney Chad Freidman
Town Clerk Erika Gonzalez-Santamaria

In accordance with the American with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (305) 234-4262 for assistance no later than four (4) days prior to the meeting.

TOWN COUNCIL MEETING AGENDA

Wednesday, September 6, 2006

7:00 PM

South Dade Regional Library
10750 SW 211 Street, 2nd Floor
Cutler Bay, Florida 33189

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

II. INVOCATION

III. PROCLAMATIONS, AWARDS, PRESENTATIONS

IV. APPROVAL OF MINUTES

A. August 16, 2006

TAB 1

V. ADDITIONS, DELETIONS, AND DEFERRALS

VI. TOWN MANAGER'S REPORT

VII. TOWN ATTORNEY'S REPORT

VIII. BOARD AND COMMITTEE REPORTS

IX. CONSENT AGENDA (ANY ITEM SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION OR SEPARATE VOTE IF REQUESTED BY A COUNCILMEMBER)

A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS); AND PROVIDING FOR AN EFFECTIVE DATE.

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- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A CONSULTING AGREEMENT WITH ALL HANDS CONSULTANTS FOR SERVICES OF ESTABLISHING A NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS); PROVIDING FOR A DETERMINATION OF IMPRACTIBILITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.
- C.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE TOWN MANAGER TO ENTER A CONTRACT WITH VERIZON WIRELESS FOR SMARTPHONE EQUIPMENT AND RATE PLAN FOR WIRELESS DATA SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.
- D.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE PURCHASE OF POLICE BICYCLES INCLUDING EQUIPMENT, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH MIAMI BEACH BICYCLE CENTER; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.
- E.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; APPROVING THE PURCHASE OF PRINTERS/FAXES FOR THE POLICE DEPARTMENT TOWN OFFICES, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.
- F.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; APPROVING THE PURCHASE OF AN EMERGENCY GENERATOR FOR TOWN HALL, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.
- G.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; APPROVING THE PURCHASE OF EMERGENCY AIR CONDITIONING UNITS FOR TOWN HALL, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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- H. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A CONSULTING AGREEMENT WITH THE GOVERNMENT SERVICES GROUP, INC. FOR CAPITAL DEVELOPMENT AND INFRASTRUCTURE ASSESSMENT SERVICES; PROVIDING FOR A DETERMINATION OF IMPRACTIBILITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.
- I. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; APPROVING THE PURCHASE FROM KUSTOM SIGNALS, INC. AS THE SOLE SOURCE VENDOR OF A SPEED MONITORING AWARENESS RADAR TRAILER AND RADAR DEVICES; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PURCHASE, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.
- J. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AUTHORIZING THAT A RUNOFF ELECTION BE HELD IF NECESSARY TO FILL THE REMAINING TERM OF OFFICE OF THE VICE-MAYOR AND DESIGNATING A DATE THEREFORE; AUTHORIZING THE TOWN CLERK TO NOTIFY THE SUPERVISOR OF ELECTIONS OF THE ELECTION DATE AND PROVIDING FOR AN EFFECTIVE DATE.
- K. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; PROVIDING FOR A DETERMINATION OF IMPRACTIBILITY AS TO COMPETITIVE BIDDING AND AUTHORIZING THE TOWN MANAGER TO PROCURE ADDITIONAL LARGE CAPACITY COLOR COPIERS, WITH SERVICE AND SUPPLY BY LEASE OR PURCHASE AT A REASONABLE COST TO BE DETERMINED BY THE MANAGER; PROVIDING AN EFFECTIVE DATE.
- L. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO OFFICE TECHNOLOGY EQUIPMENT, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT TO PROCURE DOCUMENT IMAGING SYSTEM AND SERVICES THROUGH MCCi; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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M. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; APPROVING THE PURCHASE OF A BALLISTIC ENTRY SHIELD WITH LIGHT FROM FIRST CHOICE ARMOR AS THE SOLE SOURCE VENDOR; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PURCHASE, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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N. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; RELATING TO OFFICE FURNITURE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A LEASE/PURCHASE AGREEMENT FOR THE POLICE/ADMINISTRATIVE OFFICES FROM J.C. WHITE QUALITY OFFICE FURNITURE, AND ITS FINANCE PARTNER FOR A COST NOT TO EXCEED \$100,000; PROVIDING AN EFFECTIVE DATE.

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O. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 3.10 OF THE TOWN CHARTER TO THE EXTENT APPLICABLE, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AUDIT SERVICES ENGAGEMENT AGREEMENT WITH RACHLIN, COHEN & HOLTZ, LLP IN SUBSTANTIALLY THE FORM OF THE COMPETITIVELY BID AUDIT AGREEMENT BETWEEN RACHLIN, COHEN & HOLTZ AND THE VILLAGE OF PALMETTO BAY; PROVIDING AN EFFECTIVE DATE.

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P. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; APPROVING THE PURCHASE OF DIGITAL CAMERAS FOR THE POLICE DEPARTMENT, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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X. QUASI-JUDICIAL CONSENT AGENDA (ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA IF REQUESTED BY A MEMBER OF THE TOWN COUNCIL, THE TOWN STAFF, THE APPLICANT, OR ANY AFFECTED PARTY)

XI. QUASI-JUDICIAL HEARINGS

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN UNUSUAL USE FOR OUTDOOR SEATING FOR THE R.J. GATORS RESTAURANT, WHICH IS WITHIN THE SHOPPING CENTER LOCATED AT 18415 SOUTH DIXIE HIGHWAY; AND PROVIDING FOR AN EFFECTIVE DATE.

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XII. PUBLIC HEARINGS

A. RESOLUTIONS

1. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA CREATING A CITIZEN ADVISORY COMMITTEE FOR THE PURPOSE OF PROVIDING RECOMMENDATIONS TO THE TOWN COUNCIL ON THE IMPLEMENTATION OF A TOWN-WIDE MUNICIPAL WIRELESS INTERNET ACCESS SYSTEM, APPOINTING A COUNCIL LIAISON, AND PROVIDING FOR THE SELECTION OF COMMITTEE MEMBERS, PROVIDING FOR AUTOMATIC DISSOLUTION AND PROVIDING FOR AN EFFECTIVE DATE. (NOT A PUBLIC HEARING)
2. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A TOWN MANAGER; PROVIDING FOR AN EFFECTIVE DATE. (NOT A PUBLIC HEARING)

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B. ORDINANCES

1. FIRST READING

- a. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATED TO TEMPORARY STORAGE UNITS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR REQUIREMENTS FOR PLACEMENT OF TEMPORARY STORAGE UNITS; PROVIDING FOR PLACEMENT OF TEMPORARY STORAGE UNITS IN OTHER ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

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b. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING REGULATIONS RELATED TO ROADSIDE SALES BY AMENDING SECTIONS 33-243, 33-251.1, 33-253.5 AND 33-256.4 EACH ENTITLED "PROHIBITED USES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

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c. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATED TO OCCUPATIONAL LICENSES; PROVIDING FOR IMPOSITION OF A TAX; PROVIDING FOR THE TERM OF THE LICENSE AND TRANSFER OF THE LICENSE; PROVIDING FOR AN AFFIDAVIT FOR THE APPLICANT AND THE ANNUAL FILING INFORMATION; PROVIDING FOR PREREQUISITES FOR GRANTING A LICENSE AND INVALID LICENSES; PROVIDING FOR VIOLATIONS AND PENALITIES; PROVIDING FOR GROUNDS FOR DENIAL OF THE LICENSE; PROVIDING FOR APPEAL OF DENIAL OF LICENSE; PROVIDING FOR REVOCATION OF LICENSE; PROVIDING FOR DISPLAY OF LICENSE; PROVIDING FOR UNCLASSIFIED BUSINESS ACTIVITIES; PROVIDING FOR HOME OCCUPATION LICENSES; PROVIDING FOR A TAX SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

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d. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL, AMENDING CHAPTER 24 OF THE MIAMI-DADE COUNTY CODE AS MADE APPLICABLE TO THE TOWN BY SECTION 8-3 OF THE TOWN CHARTER, ENTITLED "ENVIRONMENTAL PROTECTION" ARTICLE VI, "IN GENERAL," DIVISION 1, "GENERAL PROVISIONS", SECTION 24-49 "PERMITS FOR TREE REMOVAL AND RELOCATION, IMPROPERLY ISSUED PERMITS, VIOLATION OF PERMIT CONDITIONS, EXEMPTIONS FROM TREE REMOVAL PERMITS; MORTGAGE EXEMPTION FROM LIABILITY", BY PROVIDING FOR ADDITIONAL PROTECTIONS FOR TREES WITHIN THE TOWN; PROVIDING FOR

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SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

2. SECOND READING

- a. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IMPLEMENTING SECTION 3.10 OF THE TOWN CHARTER, ESTABLISHING PURCHASING REGULATIONS; PROVIDING FOR REPLACEMENT OF SECTION 2-8.1 ET SEQ. OF THE MIAMI-DADE COUNTY CODE TO THE EXTENT APPLICABLE, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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XIII. PUBLIC COMMENTS

XIV. MAYOR AND COUNCIL MEMBER COMMENTS

XV. OTHER BUSINESS

XVI. NEXT MEETING ANNOUNCEMENT AND 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 A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TAB 1

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

Wednesday, August 16, 2006

7:00 PM

South Dade Government Center
10750 SW 211 Street, Room 203
Cutler Bay, Florida 33189

I. CALL TO ORDER/ROLL CALL OF MEMBERS: The meeting was called to order by the mayor at 7:10 PM. Present were the following:

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

Town Manager Steven J. Alexander
Interim Town Attorney Mitchell Bierman
Interim Town Attorney Chad Friedman
Town Clerk Erika Gonzalez-Santamaria

Mayor Vrooman led the pledge of allegiance.

II. INVOCATION: Mayor Vrooman asked all to join him in a moment of silence.

III. PROCLAMATIONS, AWARDS, PRESENTATIONS:

- A. School Board Member Evelyn L. Greer discussed the many issues that the School Board Districts face. She also discussed the many projects that are coming up for local area schools and surrounding cities.

IV. APPROVAL OF MINUTES:

- A. Councilmember Meerbott made a motion approving the minutes of the meeting of August 2, 2006. The motion was seconded by Councilmember Bell and adopted by a unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

V. ADDITIONS, DELETIONS, AND DEFFERALS:

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IMPLEMENTING SECTION 3.10 OF THE TOWN CHARTER, ESTABLISHING PURCHASING REGULATIONS; PROVIDING FOR

REPLACEMENT OF SECTION 2-8.1 ET SEQ. OF THE MIAMI-DADE COUNTY CODE TO THE EXTENT APPLICABLE, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Meerbott made a motion deferring the ordinance for date certain, September 6, 2006. The motion was seconded by Vice Mayor MacDougall and adopted by a unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

VI. TOWN MANAGER'S REPORT:

The Town Manager informed Council that the hiring process for administrative and office staff is underway and interviews are being conducted the entire month. The manager also discussed that the budget process is still undergoing changes and reminded Council that the first public hearing is on September 6th. The Town Police Commander introduced the new Police Lieutenant Ernie Perez and reminded that next week the police orientation will begin.

VII. TOWN ATTORNEY'S REPORT: None at this time.

VIII. BOARD AND COMMITTEE REPORTS: None at this time.

IX. CONSENT AGENDA:

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH ALTEK COMPUTER GROUP, INC., FOR PURCHASE OF A COMPUTER NETWORK SERVER; PROVIDING AN EFFECTIVE DATE.
- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, DISSOLVING THE MEMBER-CITIZEN COMMITTEE CHARGED WITH THE SELECTION OF A PERMANENT TOWN MANAGER; PROVIDING FOR AN EFFECTIVE DATE.
- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN TO SUPPORT AND PARTICIPATE IN A REGIONAL ALLIANCE WITH THE VILLAGE OF PALMETTO BAY, FLORIDA TO MARKET CHARRETTE STUDY AREAS; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT WITH CSA SOUTHEAST, INC. FOR OUTSOURCED BUILDING AND PERMITTING SERVICES PURSUANT TO (RFQ #03-001) PROVIDING AN EFFECTIVE DATE.

A motion to approve the consent agenda was made by Councilmember Meerbott. The motion was seconded by Councilmember Bell. Resolution 06-73 through 06-76 were adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

X. QUASI-JUDICIAL CONSENT AGENDA PUBLIC HEARING: None at this time.

XI. QUASI-JUDICIAL HEARINGS: The following quasi-judicial hearing was held by Council.

All witnesses giving testimony were sworn-in by the clerk.

The clerk read the following ordinance, on second reading, by title:

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REZONING PROPERTIES FROM BU-1A, BU-2, AND BU-3 TO THE URBAN CENTER DISTRICT (UCD) ZONING DESIGNATION CONSISTING OF APPROXIMATELY 207 ACRES WITHIN THE AREA GENERALLY LOCATED SOUTH OF THE INTERSECTION OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE (HEFT) AND U.S. 1., WEST OF THE HEFT TO THE TOWN LIMITS, AND NORTH OF THE C-1 CANAL (BLACK CREEK CANAL); AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE. (PUBLIC HEARING)

Joe Corradino introduced the ordinance and provided background information to Council.

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

XII. PUBLIC HEARINGS: None at this time.

A. RESOLUTIONS

B. ORDINANCES

XIII. PUBLIC COMMENTS:

The following individuals spoke: Louise Lockwood and Jim Shiver.

XIV. MAYOR AND COUNCIL MEMBER COMMENTS:

Councilmember Meerbott discussed his journey to Jacksonville for the Florida League of Cities Annual Conference. He expressed how grateful that he was given the opportunity to represent the Town, especially when the FLC Resolution Committee discussed two resolutions to be presented to the Town, one of which congratulates the Town for its recent incorporation and the second expressing the Leagues' condolences of the passing of the Town's first Mayor, John F. Cosgrove.

Councilmember Bell requested that the Logo Contest be extended to September 15. The date extension will allow members of the public to submit logo applications.

Vice Mayor MacDougall suggested that Councilmembers be available to the public in informal settings to discuss the establishment of Town of Cutler Bay.

Mayor Vrooman discussed that the Town Manager's contract is almost finalized and the information for the bond on the Town Manager has been received and will be completed by the next meeting.

Councilmember Sochin discussed his meeting with Florida Power and Light in reference to the tree trimming issue.

XV. OTHER BUSINESS: None at this time.

XVI. NEXT MEETING ANNOUNCEMENT AND ADJOURNMENT:

The next council meeting will be held on September 6, 2006, at the South Dade Regional Library.

The meeting was officially adjourned at 8:45 P.M.

Respectfully submitted:

*Erika Gonzalez-Santamaria
Town Clerk*

*Adopted by the Town Council on
this 6th day of September, 2006*

Paul S. Vrooman, Mayor

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

TAB 2

RESOLUTION NO. 06-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Homeland Security Presidential Directive (HSPD-5), Management of Domestic Incidents, the President of the United States directed the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS). On March 1, 2004, the Secretary issued the NIMS to provide a comprehensive national approach to incident management, applicable to all jurisdictional levels across functional disciplines; and

WHEREAS, The NIMS provides a consistent nationwide approach for federal, state, tribal and local governments to work effectively and efficiently together to prepare for, prevent, respond to and recover from domestic incidents, regardless of cause, size, or complexity; and

WHEREAS, The NIMS establishes standard incident management processes, protocols and procedures so that all responders can work together more effectively; and

WHEREAS, The Federal NIMS Integration Center was established to oversee all aspects of NIMS, including the development of NIMS related standards and guidelines and support to guidance for incident management and responder organizations as they implement the system. The Center will validate compliance with the NIMS and National Response Plan responsibilities, standards and requirements; and

WHEREAS, The overwhelming majority of emergency incidents is handled on a daily basis by a single jurisdiction at the local government level and may involve multiple jurisdictions, functional agencies and emergency responder disciplines. These instances require effective and efficient coordination across the spectrum of organizations and activities; and

WHEREAS, The NIMS is based on an appropriate balance of flexibility and standardization in order to provide a framework for interoperability and compatibility during incident operations; and

WHEREAS, The NIMS provides a consistent, flexible and adjustable national framework within which government and private entities at all levels can work together to manage domestic incidents, regardless of their cause, size, location, or complexity. This flexibility applies across all phases of incident management: prevention, preparedness, response, recovery and mitigation.

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. Acceptance of NIMS Principles. The Town Council hereby recognizes the NIMS and adopts NIMS principles and policies. The Town Council requests the Miami-Dade County Office of Emergency Management to establish a NIMS baseline for the Town by determining which NIMS requirements have already been met.

Section 3. Implementation. The Town Council requests the Miami-Dade County Office of Emergency Management to establish a timeframe and develop a strategy for full Town of Cutler Bay NIMS implementation. The Town Manager and all Town departments, agencies, organizations shall institutionalize the use of the Incident Command System.

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

PASSED and ADOPTED this ____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

TAB 3

RESOLUTION NO. 06-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A CONSULTING AGREEMENT WITH ALL HANDS CONSULTANTS FOR SERVICES OF ESTABLISHING A NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS); PROVIDING FOR A DETERMINATION OF IMPRACTIBILITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") requires the services of a NIMS consultant to assist the Town in establishing standard incident management processes, protocols and procedures so that all responders can work together more effectively; and

WHEREAS, the Town Council finds that it is both necessary and appropriate to retain the services of All Hands Consultants (the "Consultant"); and

WHEREAS, in accordance with the provisions of Town Charter section 3.10, the Town Manager has stated in writing and the Town Council has determined that it is impracticable to solicit competitive bids or proposals for such services.

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. The Town Manager is authorized to execute an agreement, substantially in the form of the agreement attached as Exhibit "A" on behalf of the Town, with the Consultant and the competitive bidding requirements of Section 3.10 of the Town Charter are hereby waived to the extent they would require a competitive process for the selection of a firm for National Incident Management System consulting services.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this _____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

TAB 4



MEMORANDUM

To: Honorable Mayor, & Town Council
From: Steven J. Alexander, Town Manager
Date: September 6, 2006
Re: SMARTPHONE EQUIPMENT AND VOICE AND DATA PLAN

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH VERIZON WIRELESS, FOR SMARTPHONE EQUIPMENT AND VOICE AND DATA PLAN; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the initial start-up of the Town, staff has identified the need for a wireless communication device with voice and email abilities to provide and maintain efficient and timely communication between the Town officials.

In accordance with Section 3.10 of the Town Charter, the Town Manager hereby recommends to the Town Council that it is impracticable to competitively bid this issue because of the immediate need to procure said equipment and the availability of a State contract price which has been competitively bid. Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for services through a formal Request for Proposal due to the typical three month minimum time required for such formal process and the fact that the State has already competitively bid these items. The Manager has determined that it is advisable to acquire this equipment and accompanying rate plan, at a reasonable cost to be determined by the Manager, **not to exceed \$5,000.**

Funds for these activities are available within the Town Budget.

RECOMMENDATION

My recommendation is that, subject to the provisions of the Town Charter cited above, formal competitive bidding be waived upon a 4/5 vote of the Town Council, and that the Town Manager be authorized to procure these items.

RESOLUTION 06-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE TOWN MANAGER TO ENTER A CONTRACT WITH VERIZON WIRELESS FOR SMARTPHONE EQUIPMENT AND RATE PLAN FOR WIRELESS DATA SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") has determined that an essential need exists for Wireless Data services and is desirous of entering into an Agreement, substantially similar to the contract competitively bid by the State of Florida; and,

WHEREAS, in accordance with Section 3.10 of the Town Charter, the Town Manager has made a written recommendation to the Town Council and the Town Council has determined that it is impracticable to competitively bid these items because of the immediate need to procure said items; and

WHEREAS, the Town of Cutler Bay has taken the necessary steps, utilizing prices quoted through the competitive bidding process performed by the State of Florida (State Contract Number: 725-330-05-1), to procure Wireless Data equipment and services at a competitive price.

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. The Town Manager is authorized to select and procure smartphone equipment and a rate plan for wireless data services from Verizon Wireless under an agreement in substantially the form used by the State of Florida under contract 725-330-05-01 and the provisions of Section 3.10 of the Town Charter are hereby waived to the extent they would require competitive procurement of the same.

Section 3. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this ____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF CUTLER BAY ONLY:

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

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edwards P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____



Enter Keywords:

SEARCH

[Wireless Home](#) >> Pricing & Options

- Visitor**
- Floridian**
- Business**
- Government**
- Get Answers**

Wireless Data Service Pricing and Options

The following prices are current as of January 2006.

Carrier	Wireless Data Usage Plan (*MRC)					Op
	up to 10 Mbytes	up to 20 Mbytes	up to 30 Mbytes	up to 40 Mbytes	Unlimited	
Cingular Wireless	\$27.24	N/A			\$44.99	
Sprint	\$27.50	\$35.00	N/A	\$50.00	\$60.00	
Verizon Wireless	N/A	\$38.19	N/A		\$54.99	

* MRC - Monthly Recurring Cost

Access to State Intranet - Authentication / Encry				
Service Provider	up to 10 Mbytes	up to 20 Mbytes	up to 30 Mbytes	up to
Hayes	N/A			

* MRC - Monthly Recurring Cost

[Order Wireless Data Service Online!](#)

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Services Pricing

BASIC / WIRELESS VOICE SERVICES ONLY

Includes activation, access, roaming and base phone charges

Basic Wireless Voice Services Florida Plan (Local DigitalChoice Calling Plan)

These Calling Plans are not eligible for any monthly access fee discounts

Line Attainment Tier	None
Standard Monthly Access Fee	\$0.00
Home Airtime Minutes	None
Per Minute Rate	\$0.06
Verizon Wireless Long Distance Rate*	Included
Roaming Airtime Rate**	\$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. * Monthly access fee includes unlimited one to one and group Push to Talk calling. Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. ** Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.

Basic Wireless Voice Service Nationwide Plan (National SingleRateSM Calling Plan)

This National SingleRate Calling Plan is not eligible for any monthly access fee discounts

Standard Monthly Access Fee	\$0.00
Home Airtime Minutes	None
Per Minute Rate	\$0.10

Roaming Airtime Rate*	Included throughout the 50 States (\$0.69 per minute in Canada)
Verizon Wireless Long Distance Rate**	Included

Note: National SingleRate home airtime rate and coverage area includes the 50 states. *Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. **Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.

BASIC / PUSH TO TALK

Includes activation, access, roaming and base phone charges

Basic Push To Talk Florida Plan (Local DigitalChoice with Push to Talk Calling Plan)	
Line Attainment Tier	None
Monthly Fee with Push to Talk*	\$10.00
Home Airtime Minutes	None
Per Minute Rate	\$0.06
Verizon Wireless Long Distance Rate**	Included
Roaming Airtime Rate***	\$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. * Monthly access fee includes unlimited one to one and group Push to Talk calling. **Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. ***Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a

Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered barge calls to available individuals incur charges even if the individual does not respond. All calls to groups are barge calls. While on a Push to Talk call, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. Mobile Telephone Numbers (MTNs) can only be blocked from Caller ID through a global setting available through www.vzwpushtotalk.com. Only one person can speak at a time during Push to Talk calls. Presence feature is not available on these calling plans. Please note: Push to Talk phones may not be used on non-Push to Talk Calling Plans. Subscriber use of group calling prior to commercial launch of new phone models is not available. Accordingly, if you switch to a non-Push to Talk Calling Plan, you will not be permitted to use you Push to Talk Phone. If you obtain a non-Push to Talk phone from Verizon Wireless at a discount when switching calling plans, you may be required to extend the term of your Customer Agreement.

Optional Features

The following features may be added to calling plans as identified below.

Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.

1000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes (1,5,6)	\$45.00
Cost Per Minute in Excess of 1000 Minutes/Month	Florida Plan:\$0.06 / Nationwide Plan:\$0.10
2000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes (1,5,6)	\$75.00
Cost Per Minute in Excess of 2000 Minutes/Month	Florida Plan:\$0.06 / Nationwide Plan:\$0.10
1000 IN Calling Minutes (1,4)	\$10.00
1000 Nights and Weekends(2)	\$10.00

TXT Messaging & Enhanced TXT Messaging (3)	\$2.99 (100 TXT msgs. included)	\$4.99 (250 TXT msgs.included)	\$9.99 (1000 TXT msgs. included)	\$19.99 (2,500 TXT msgs. included)
	\$0.02 per additional inbound message / \$0.10 per additional outbound message per address			
Get Pix – Multi-Media Messaging (MMS) (7)	\$0.25 per additional message per address			
	\$2.99 (20 picture messages included)		\$4.99 (40 picture messages included)	

(1) Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. (2) Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. (3) TXT Messaging terms and conditions apply. (4) Not available on National SingleRate calling plans. (5) Only one Home Airtime Allowance optional feature may be added to any Subscriber line. Allowance minutes are not transferable and each month unused minutes are lost. (6) Overage charges would be at the per minute rate as described in the applicable calling plan selected. (7) Multi-Media Messaging (MMS) includes Picture (Get Pix) and Video (Get Flix) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

Subscriber's first partial and full month's access charges for push to talk are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses .

Home Airtime and Roaming: Airtime is rounded up to next full minute. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply for calls to Canada, Puerto Rico, the U.S Virgin Islands and some U.S. Protectorates, or to credit card or operator assistance calls.

Included Features

Call Waiting (1)	Three Way Calling (1)
Call Forwarding	No Answer/ Busy Transfer
Caller ID (2)	Basic Voice Mail (3)
411 Connect SM (4)	Basic TXT Messaging (5)

(1) Airtime charges apply to all calls simultaneously.

(2) When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be blocked.

(3) Airtime charges apply to message retrieval.

(4) Directory assistance with automatic call completion is \$1.25 per call plus airtime charges.

(5) \$0.02 per inbound and \$0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services

Additional fees may be required as shown

Push to Talk: Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, or when updated presence information is being sent to the Equipment, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received; however, presence information will indicate that Subscriber is 'available'. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. MTNs cannot be blocked from Caller ID when making a Push to Talk call. Only one person can speak at a time during Push to Talk calls.

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*

Night and Weekends: Applies to calls made in a calling plan's home airtime area only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday.

***NOTE:** If both Night and Weekend and IN Calling minute allowances apply to a given call, the minutes will decrement from the IN Calling allowance before the Night and Weekend allowance. However, if either allowance is unlimited, that allowance will always apply first.

*** TXT Messaging:** TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple

TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.

Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port a MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses .

August 22, 2006

Wireless Voice Services

- [Price Sheets - Equipment Pricing](#)
- [Price Sheets - Services Pricing](#)

- [Contractors - Verizon Wireless](#)
- [Amendments](#)

- [Complete Contract - PDF](#)
- [MyFloridaMarketPlace Users](#)
- [FCC Local Number Portability Facts](#)

[Return to State Contracts, Agreements and Price Lists](#)

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Department of Management Services - State of Florida



Government Account Overview

Government Rep Info

E-Code/ GAM Info & Sales ID:	EDM69 / Herbert Lindo 305-389-5790/ Miami		
Location:	72355-01	Date:	08-28-06
Comments:			

Company Info

Account Name	Town of Cutler Bay		
Legal Name Of Company	Town of Cutler Bay		
Company HQ Address	10720 Caribbean Blvd., Suite 105		
City, State, Zip	Cutler Bay, FL 33189		
Business Contact #	305-234-4262		
Local Address	10720 Caribbean Blvd., Suite 105		
City, State, Zip	Cutler Bay, FL 33189		
Billing Address	Same as above		
City, State, Zip			
Company E-mail Domain Name:	salexander@cutlerbay-fl.gov		
Fed Tax ID#	02-0768791	D&B#:	
Tax Exempt: Yes		Existing Account # (If Applicable)	85-8013595238C-5
Do you have a PO/ BO or CSA in hand? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Current Corporate Liabile Lines W/ VZW (Voice & Data)	0	Prior To Requirement Session Cust Must View MyBusiness Demo	
New Anticipated Growth (LNP, Voice OR Data)	15	Prior To Requirement Session Cust Must View MyBusiness Demo	

Account Info/ iBAS/ MyBusiness

MAC Code:	n/a	Vision (Group ID)	
Existing EMP Profile ID & GID:	521501 & FXSTE	Existing Corp. Profile ID:	
Hierarchy Structure:	Structure: <input type="checkbox"/> Yes <input type="checkbox"/> No Flat: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Does Company Use Cost Center Codes?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comments if any:		
Requires iBAS Invoicing/ Reporting or My Business?	Select Option or <input checked="" type="checkbox"/> No Comments if any:		
How will Equipment be billed?	<input type="checkbox"/> Bill to account <input type="checkbox"/> Bill to PO billing (Which would be separate billing not added to customer normal invoice) <input checked="" type="checkbox"/> Varies		
Special Order Requirements			
Special Support Requirements	Gov Team will be submitting all State Of Florida Orders Via E-mail or ROS		

Authorized Contacts



Government Account Overview

Customer Contact, Ordering & Billing		Customer Contact/ Ordering	
Name	Steven J. Alexander	Name	Yani Ramos
Dept/Title	Town Manager	Dept/Title	Executive Assistant to Town Manager
Address	10720 caribbean Blvd., Suite 105	Address	10720 Caribbean Blvd., Suite 105
City, State, Zip	Cutler Bay, FL 33189	City, State, Zip	Cutler Bay, FL 33189
Phone	305-234-4262	Phone	305-234-4262
Fax	305-234-4251	Fax	305-234-4251
E-mail	salexander@cutlerbay-fl.gov	E-mail	yramos@cutlerbay-fl.gov
Customer Contact/ Ordering		Billing Contact Only	
Name		Name	
Dept/Title		Dept/Title	
Address		Address	
City, State, Zip		City, State, Zip	
Phone		Phone	
Fax		Fax	
E-mail		E-mail	

Data Contract # MA4974

Contract length 6-16-04 / 6-15-07

Is customer going to purchase off the data contract? Yes No

- Voice contract referenced on the PO/ CSA Lines must be on separate invoices (From the Data referenced contract#)
- Data contract referenced on the PO/ CSA Lines must be on separate invoices (From the voice referenced contract#)
- If PO/ CSA references Data Contract # then equipment Tier will be 10,000+

Rate Plan Options	
<ul style="list-style-type: none"> • Mega Bite (Promo & Non Promo Plans) • Telemetry 2mb threw 20mb Plans • Unlimited Blackberry/ PDA plans • Blackberry Local FL BGSA 481 Code 68848 \$0 access \$.06 per min + Unlimited Blackberry \$37.49 0406 • Blackberry National Singlerate BGSA 502 Code 68859 \$0 access \$.10 per min + Unlimited Blackberry \$37.49 0406 • PDA Local FL BGSA 481 Code 68858 \$0 access \$.06 per min + Unlimited PDA/Smart phone \$37.49 0406 • PDA National Singlerate BGSA 502 Code 68860 \$0 access \$.10 per min + Unlimited PDA/Smart phone \$37.49 0406 	
Additional Optional	<ul style="list-style-type: none"> • \$37.49 Unlimited Blackberry SFO 71844



Government Account Overview

Features	<ul style="list-style-type: none"> • \$37.49 Unlimited PDA/ Smartphone SFO 71845 • \$10/1000 N&W Mins SFO Code 48575 (note not available on the national plans) • \$10/1000 FL In-Calling SFO Code 39920
Equipment Pricing	<ul style="list-style-type: none"> • 10,000+ Equipment Tier Pricing on Air Cards, Blackberry's & PDA's • 1,000- 4,999 Equipment Tier Pricing on Telemetry Equipment
Accessory Pricing	25% Discount on all Accessories except for the accessory bundles
Is Activation Fee Waived?	No on both 1 & 2 yr contracts
Is there ETF's?	No ETF if waived by Government AD or above (Section 11.2 in contract)
Affected Areas	South Area/ Florida
Line Attainment	10,000+ Tier Pricing
Corporate Access Discount	<ul style="list-style-type: none"> • 25% on the main plan access • \$37.49 on Unlimited National Access, Unlimited PDA and Blackberry SFO & Unlimited • 13% Discount on Telemetry Plans
Additional Billing Requirements	<p>* Contract # in the att: to field * CSA/ PO MUST be added to the User Name Level Field</p> <p>Voice Contract # 725-330-05-1 Data Contract # MA4974</p> <p>If the PO/ CSA references the voice contract # ONLY voice can be activated.</p> <p>If the customer needs voice & data the PO/ CSA Must have the Data Contract # ONLY listed</p>
New Voice Contract # 725-330-05-1 Contract length 5-11-06 / 5-10-10	
Is customer going to purchase off the Voice contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> • Voice contract referenced on the PO/ CSA Lines must be on separate invoices (From the Data referenced contract#) • Data contract referenced on the PO/ CSA Lines must be on separate invoices (From the voice referenced contract#) • If PO/ CSA Reference Voice Contract # Then see contract for the Equipment pricing 	
Rate Plan Options	<ul style="list-style-type: none"> • National Singlerate BGSA 502 Code 64320 \$0.00 Access/ \$0.10 per min / Canada Roaming \$0.69 • Local FL BGSA 481 Code: 64318 \$0.00 Access/ \$0.06 per min & Roaming \$0.39 • Local FL PTT BGSA 481 Code: 64319 \$10.00 Access & Roaming \$0.39
Additional Optional Features	<ul style="list-style-type: none"> • \$10/1000 N&W Mins SFO Code 48575 (note not available on the national plan) • \$10/1000 FL In-Calling SFO Code 39920 • \$2.99/ 100 TXT • \$4.99/ 250 TXT • \$9.99/ 1000 TXT • \$19.99/ 2500 TXT \$0.10 Send/ \$0.02 Receive additional

Government Account Overview

	<ul style="list-style-type: none"> \$45.00/ 1000 Anytime Min & Unlimited In Calling SFO 72449 \$75.00/ 2000 Anytime Min & Unlimited In Calling SFO 72451
Equipment Pricing	<ul style="list-style-type: none"> 10,000 - 14,999 Tier Pricing
Accessory Pricing	25% Discount on all Accessories except for the accessory bundles
Non Standard Elements	<ul style="list-style-type: none"> Free CLA on Voice Contract for upgrade and New lines Of Service There will always be a free phone
Is Activation Fee Waived?	Yes on both 1 & 2 Yr contracts
Affected Areas	South Area/ Florida
Line Attainment	10,000 - 14,999 Tier Pricing
Corporate Access Discount	None on zero access and 25% on Unlimited data Plans
Additional Offers	Voice Mail, Call Waiting, Call Forwarding, Call Delivery, 3 Way Calling & ect sfo's

WSCA (Western States Cellular Alliance) MPA 11-00115

Is customer going to purchase off the WSCA contract? Yes No

Overview	<p>Available to all State of Florida entities Once they have submitted for approval.</p> <ul style="list-style-type: none"> The WSCA contract is very similar to our standard Over-Arching contracts. The Master Agreement serves as the over-arching contract and was signed on 7/1/01 and expires on 6/30/06 Each state agency signs a participating addendum to participate in the WSCA contract. (Entity must have a signed addendum with WSCA to purchase off this contract vehicle.)
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Rate Plan Options	<ul style="list-style-type: none"> * All current consumer Plans * New America's Choice Calling Plans (Including all AC plans W/PTT @ \$10 add on, but excluding the Non-Standard unlimited \$39.99 PTT only plan) * All Business pricing * Data Plans-All National Access/Broadband Access plans (calling plans, unlimited and megabyte)including National access plans for Blackberry devices * Data Products- BES offered to WSCA entities without the WSCA discount applied * All Telemetry Plans * All Public Safety Plans
Equipment Pricing	10,000+ Tier Pricing/ equipment matrix is 10,000+ 2 year pricing on a 1 year CSA
Accessory Pricing	25% Discount on all Accessories
Non Standard Elements	Free shipping for all corporate liable and all employee liable
Is Activation Fee Waived?	ETF of \$175.00 applies to all lines less than 12 months at time of termination
Affected Areas	South Area/ Florida
Line Attainment	10,000 - 14,999 Tier Pricing
Corporate Access Discount	18% on the main plan access plans \$34.99 and higher

TAB 5



MEMORANDUM

To: Honorable Mayor, & Town Council
From: Steven J. Alexander, Town Manager
Date: September 6, 2006
Re: Police Bicycles - POLICE

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR POLICE BICYCLES; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the initial start-up of the Town, staff has identified the need for police bicycles for the Police Department.

In accordance with Section 3.10 of the Town Charter, the Town Manager hereby recommends to the Town Council that it is impracticable to formally competitively bid this issue because of the immediate need to procure said equipment and the fact that the Palmetto Bay has already done so and the Town has the ability to 'piggyback' on that contract. Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for item through a formal Request for Proposal due to the typical three month minimum time required for such formal process however, staff will solicit competitive quotations for this item. The Manager has determined that it is advisable to acquire this equipment, at a reasonable cost to be determined by the Manager, **not to exceed \$5,000.**

Funds for these activities are available within the Town Budget.

RECOMMENDATION

My recommendation is that, subject to the provisions of the Town Charter cited above, formal competitive bidding be waived upon a 4/5 vote of the Town Council, and that the Town Manager be authorized to procure these items.

RESOLUTION 06-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE PURCHASE OF POLICE BICYCLES INCLUDING EQUIPMENT, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH MIAMI BEACH BICYCLE CENTER; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay Police Department is desirous of procuring bicycles which are to include equipment in order to conduct routine policing services in the community; and

WHEREAS, the Vendor, Miami Beach Bicycle Center, is the sole source provider for said goods; and

WHEREAS, in accordance with Section 3.10 of the Town Charter, the Town Manager has made a written recommendation to the Town Council and the Town Council has determined that it is impracticable to competitively bid these items because they are available from only one vendor, and the Town Council finds that approval of the Vendor for the purchase of the goods is in the best interest 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. The Town Manager is authorized to enter into an agreement to procure bicycle and equipment through Miami Beach Bicycle Center in an amount not to exceed \$5,000 that is substantially similar in terms and conditions as the proposal which is annexed to this resolution.

Section 2. This resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this ____ day of _____, 2006

Paul S. Vrooman, Mayor

Attest:

Erika Gonzalez-Santamaria
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

TAB 6



MEMORANDUM

To: Honorable Mayor, & Town Council
From: Steven J. Alexander, Town Manager
Date: September 6, 2006
Re: PRINTERS & FAX MACHINE - POLICE

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR PRINTERS AND FAX MACHINE; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the initial start-up of the Town, staff has identified the need for printers and fax machine for the Police Department.

In accordance with Section 3.10 of the Town Charter, the Town Manager hereby recommends to the Town Council that it is impracticable to formally competitively bid this issue because of the immediate need to procure said equipment. Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for item through a formal Request for Proposal due to the typical three month minimum time required for such formal process however, staff will solicit competitive quotations for this item. The Manager has determined that it is advisable to acquire this equipment, at a reasonable cost to be determined by the Manager, **not to exceed \$2,000.**

Funds for these activities are available within the Town Budget.

RECOMMENDATION

My recommendation is that, subject to the provisions of the Town Charter cited above, formal competitive bidding be waived upon a 4/5 vote of the Town Council, and that the Town Manager be authorized to procure these items.

RESOLUTION 06-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; APPROVING THE PURCHASE OF PRINTERS/FAXES FOR THE POLICE DEPARTMENT TOWN OFFICES, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") Police Department requires printers and faxes for day-to-day practices; and

WHEREAS, the Town Council finds that it is both necessary and appropriate to acquire printers and faxes for the Cutler Bay Police Department; and

WHEREAS, in accordance with the provisions of Town Charter Section 3.10, the Town Manager has stated in writing and the Town Council has determined that it is impracticable to solicit competitive bids or proposals for such items.

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. The Town Manager is authorized to procure the printers and faxes, as described in Exhibit "A" on behalf of the Town which is not to exceed \$2,000, with the vendor and the competitive bidding requirements of Section 3.10 of the Town Charter are hereby waived to the extent they would require a competitive process for the selection of a vendor for the procurement of various digital camera equipment.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSES AND ADOPTED this ____ day of _____, 2006.

Paul S. Vrooman, Mayor

Attest:

Erika Gonzalez-Santamaria
Town Clerk

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

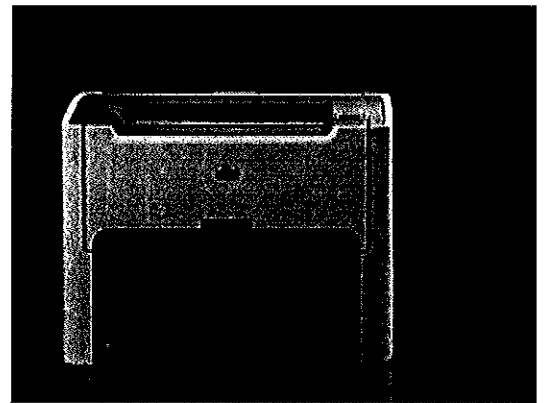
Weiss, Serota, Helfman, Pastoriza,
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FINAL VOTE AT ADOPTION:

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

HP LaserJet 1320 series printer

1320 • 1320t • 1320n • 1320tn • 1320nw



Quickly produce professional documents with this ideal printer for business individuals and small workteams.

Performance

- **Produce high-quality documents quickly and easily.** Print speeds of up to 22 pages per minute (ppm) and automatic two-sided printing ensure efficiency from start to finish with this desktop black-and-white laser printer. With Instant-on Technology, you don't have to wait for the printer to warm up, and the first page prints in as few as 8.5 seconds.
- **Share the printer's value with versatile connectivity.** Designed for individuals as well as small workteams, the printer provides multiple connectivity options. The HP LaserJet 1320 printer features simple USB 2.0-compatible and parallel port connectivity. Other models offer advanced capabilities, including the HP Jetdirect Fast Ethernet embedded print server and the HP Jetdirect 802.11b/g wireless Ethernet embedded print server, for ultimate networking flexibility.¹
- **Count on HP reliability and performance.** Featuring a 133 MHz processor and 16 MB of RAM (expandable up to 144 MB of RAM), the printer meets your business needs and gracefully handles complex documents.

Look sharp

- **Enhance your business communications.** The HP LaserJet 1320 series printer delivers 1200 dpi resolution for consistently great documents. Smooth HP microfine toner particles produce true HP LaserJet print quality—clear, sharp text characters, smooth grayscales, and deep blacks. For the best results, use HP papers and impress your clients and customers.
- **Print two-sided documents with ease.** Routinely printing on both sides with integrated automatic two-sided printing saves money and resources, virtually doubles your input capacity, and makes paperwork more manageable.

Maximize your potential

- **Take advantage of compatibility.** The printer is compatible with offices worldwide. Print professional documents with PCL 6, PCL 5e, or HP postscript level 2 emulation—print language standards widely recognized in businesses around the world.
- **Enjoy a large input capacity and reduce paper tray loading.** HP LaserJet 1320t and 1320tn printers feature a second 250-sheet input tray in addition to the standard 250-sheet tray, for a 500-sheet total input capacity.²
- **Design customized business documents.** The HP LaserJet 1320 series printer supports an array of HP papers, including HP Matte Brochure Laser Paper, HP Soft Gloss Presentation Laser Paper, and HP Labels.
- **Save valuable desk space.** Featuring an enhanced, compact design with no protruding trays, you can print simply and conveniently from almost anywhere in your office.
- **Simplify printer management with helpful alerts.** The printer and HP supplies feature HP Smart printing technology,³ which provides automatic alerts when a cartridge is low. HP SureSupply™⁴ enables convenient, online ordering.
- **Experience the freedom of a printer designed for your office.** Built to fit into your existing office environment, the printer supports a wide range of operating systems, including Microsoft® Windows® 98, Me, NT® 4.0, 2000, Windows Server 2003, and XP; as well as Macintosh OS 9.x, OS X 10.1, 10.2, and 10.3.

HP printing and imaging systems help you create powerful, professional communications easily. HP printers, supplies, accessories, and services are designed to work together and are invented to meet your business needs.

¹ HP LaserJet 1320n, 1320tn, and 1320nw printers feature an HP Jetdirect Fast Ethernet embedded print server and do not include parallel port connectivity. The HP LaserJet 1320nw printer also features an HP Jetdirect 802.11b/g wireless Ethernet embedded print server.

² The second 250-sheet input tray is an optional accessory for all other models—not included, sold separately.

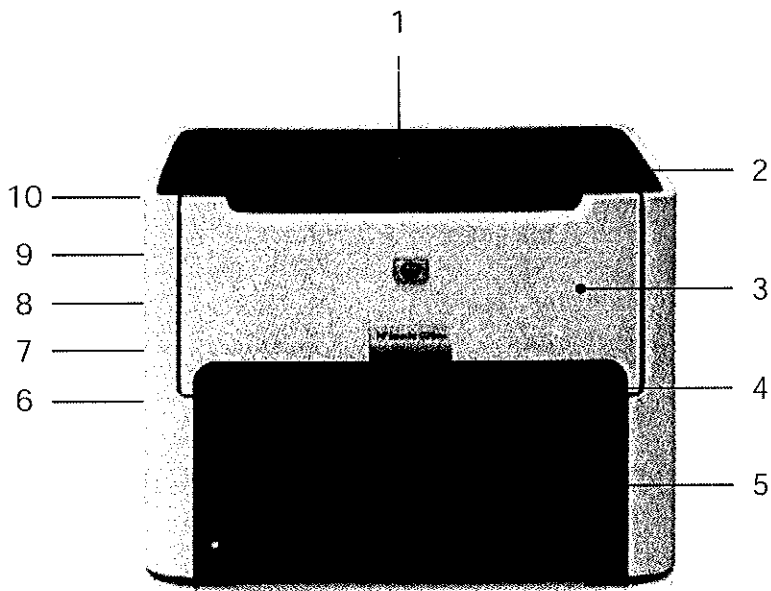
³ Using genuine HP supplies ensures availability of all HP printing features.

⁴ To learn more about HP SureSupply™, go to www.hp.com/go/suresupply



HP LaserJet 1320 series printer

- 1 125-sheet output bin
- 2 LED status lights provide printer and print job information
- 3 One-door access to the easy-to-install print cartridge
- 4 Adjustable single-sheet multipurpose input slot for specialty paper
- 5 Enclosed 250-sheet input tray for standard paper
- 6 16 MB of standard printing memory and a powerful 133 MHz processor perform complex tasks quickly
- 7 USB 2.0-compatible port for direct connections or optional Bluetooth™ connectivity
- 8 HP Jetdirect Fast Ethernet embedded print server and HP Jetdirect 802.11b/g wireless Ethernet embedded print server for flexible networking
- 9 Automatic two-sided printing provides effortless professional documents and reduces printing costs
- 10 Rear output door provides a straight-through path



HP LaserJet 1320nw printer shown

Series at a glance



HP LaserJet 1320

- Single-sheet multipurpose input slot and 250-sheet input tray
- USB 2.0-compatible port
- IEEE 1284-B compliant parallel port



HP LaserJet 1320t

- Single-sheet multipurpose input slot and 250-sheet input tray
- Additional 250-sheet input tray for 500-sheet capacity
- USB 2.0-compatible port
- IEEE 1284-B compliant parallel port



HP LaserJet 1320n

- Single-sheet multipurpose input slot and 250-sheet input tray
- USB 2.0-compatible port
- HP Jetdirect Fast Ethernet embedded print server



HP LaserJet 1320tn

- Single-sheet multipurpose input slot and 250-sheet input tray
- Additional 250-sheet input tray for 500-sheet capacity
- USB 2.0-compatible port
- HP Jetdirect Fast Ethernet embedded print server



HP LaserJet 1320nw

- Single-sheet multipurpose input slot and 250-sheet input tray
- USB 2.0-compatible port
- HP Jetdirect Fast Ethernet embedded print server
- HP Jetdirect 802.11b/g wireless Ethernet embedded print server

Revolutionize printing in your workplace with this powerful combination of clear, crisp 1200 dpi resolution and easy-to-use wired and wireless networking.

Maintain your business, not your printer

Designed with ease-of-use, real-time status, and supply management features, the HP LaserJet 1320 series printer offers top-of-the-line capabilities while lowering your total cost of ownership by minimizing printer downtime.

- Receive automatic alerts when a cartridge is low with HP Smart printing technology.⁶
- Take advantage of convenient online ordering with HP SureSupply™⁵
- HP Toolbox and the HP Embedded Web Server provide effortless remote access to printer settings, status information, the user's guide, and self-help and troubleshooting information

HP's commitment to reliability lowers overall labor costs while minimizing employee downtime due to troubleshooting and printer servicing. In fact, HP is the only vendor to get an A rating on Printer Service and Reliability twelve years in a row from *PC Magazine's* annual reader survey.

HP LaserJet quality

The HP LaserJet 1320 series printer provides the high-quality laser output you have come to expect from the industry leader. High-resolution, 1200 dpi laser imaging and an advanced toner formulation ensure great print quality for your business documents, and HP Smart printing technology monitors and adjusts print cartridge characteristics to ensure consistent print quality throughout cartridge life.⁶

Smooth HP toner particles produce true HP LaserJet print quality—clear, sharp text characters, smooth grayscales, and deep blacks. With genuine HP toner, you get the most out of your HP print cartridge and your HP printer.

Easy mobility with wireless networking

The HP LaserJet 1320nw printer comes standard with wired and wireless connectivity.⁷

- Enjoy the freedom of mobility. Place the printer anywhere in your wireless network environment.⁸ Future equipment moves become effortless, since there's no need to purchase expensive networking cables.
- Data travels quickly, at speeds up to 54 Mbps across distances of up to 100 feet (30.5 meters).
- The printer provides a simple, secure connection to an 802.11b/g wireless network and is Wi-Fi-certified to work reliably with other 802.11b/g wireless products.
- Security features include Wired Equivalent Privacy (WEP) and Wi-Fi Protected Access (WPA Pre-Shared Key).

Service and support from HP

HP offers a variety of support options to assist you with setup and maintenance. Start with the standard one-year, return to HP authorized service center warranty. To further ensure trouble-free operation and to maximize the capabilities of your printer you can upgrade your service and support options to include network installation and extended printer maintenance.

⁵ To learn more about HP SureSupply™, go to www.hp.com/go/suresupply

⁶ Using genuine HP supplies ensures availability of all HP printing features.

⁷ Wireless printing is standard on the HP LaserJet 1320nw printer only.

⁸ Wireless performance is dependent upon distance and terrain between wireless network clients and printer.

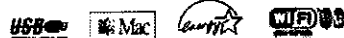
HP LaserJet 1320 series printer

Technical specifications	HP LaserJet 1320 printer (Q5927A)	HP LaserJet 1320i printer (Q7589A)	HP LaserJet 1320n printer (Q5928A)	HP LaserJet 1320n printer (Q5930A)	HP LaserJet 1320nw printer (Q5929A)
Print speed	Up to 22 ppm, letter				
First page out	Less than 8.5 seconds				
Resolution	1200 dpi				
Processor	133 MHz Motorola V4 Coldfire				
Memory	16 MB RAM, expandable to 144 MB with one open, industry-standard, 100-pin DIMM slot				
Duty cycle	10,000 pages per month				
Paper handling	Integrated, automatic two-sided printing				
Input	Single-sheet multipurpose input slot, 250-sheet input tray	Single-sheet multipurpose input slot, Two 250-sheet input trays	Single-sheet multipurpose input slot, 250-sheet input tray	Single-sheet multipurpose input slot, Two 250-sheet input trays	Single-sheet multipurpose input slot, 250-sheet input tray
Input, maximum	Up to 250 sheets	Up to 500 sheets	Up to 250 sheets	Up to 500 sheets	Up to 250 sheets
Output	125-sheet face down bin, rear output door for specialty papers				
Two-sided printing	Integrated, automatic two-sided printing				
Sizes	3 by 5 in to 8.5 by 14 in (76 by 127 mm to 216 by 356 mm); letter, legal, executive, index card, envelopes (No. 10, Monarch)				
Weights	Single-sheet input slot: 16 to 43 lb bond (60 to 163 g/m ²); 250-sheet tray: 16 to 28 lb bond (60 to 105 g/m ²)				
Types	Paper (plain, recycled, light, heavy, bond, rough), heavy media, envelopes, transparencies, labels, cardstock				
Connectivity	USB 2.0-compatible port, IEEE 1284-B compliant parallel port				
Interfaces	USB 2.0-compatible port, HP Jetdirect Fast Ethernet embedded print server			USB 2.0-compatible port, HP Jetdirect Fast Ethernet embedded print server, HP Jetdirect 802.11b/g wireless Ethernet embedded print server	
Languages and fonts	HP PCL 6, HP PCL 5e, and HP PostScript level 2 emulation with automatic language switching; 45 TrueType scalable fonts and 35 PostScript fonts				
Client operating systems	Microsoft Windows 98, Me, NT 4.0 (print driver only), 2000, XP 32-bit, XP 64-bit (print driver only); Mac OS 9, OS X 10.1, 10.2, 10.3				
Network operating systems	Via HP Jetdirect print servers: Windows 98; Me, NT 4.0 (print driver only), 2000, Server 2003, XP 32-bit, XP 64-bit (print driver only); Mac OS 9; OS X 10.1, 10.2, 10.3; Citrix MetaFrame; Windows Terminal Services				
Network protocols supported	Via HP Jetdirect print servers: TCP/IP				
Dimensions (W by D by H)	13.78 by 13.98 by 10.03 in (350 by 355 by 255 mm)	13.78 by 13.98 by 13.78 in (350 by 355 by 345 mm)	13.78 by 13.98 by 10.03 in (350 by 355 by 255 mm)	13.78 by 13.98 by 13.78 in (350 by 355 by 345 mm)	13.78 by 13.98 by 10.03 in (350 by 355 by 255 mm)
Weight	24.7 lb (11.2 kg)	32.9 lb (14.9 kg)	24.7 lb (11.2 kg)	32.9 lb (14.9 kg)	24.7 lb (11.2 kg)
What's in the box	HP LaserJet print cartridge, Getting Started Guide, CD (includes software and user's guide), 250-sheet input tray				
Also includes	HP LaserJet 1320 printer	HP LaserJet 1320i printer, additional 250-sheet input tray	HP LaserJet 1320n printer, HP Jetdirect Fast Ethernet embedded print server	HP LaserJet 1320n printer, HP Jetdirect Fast Ethernet embedded print server, additional 250-sheet input tray	HP LaserJet 1320nw printer, HP Jetdirect Fast Ethernet embedded print server, HP Jetdirect 802.11b/g wireless Ethernet embedded print server

Operating environment	
Operating temperature	50 to 90.5 degrees F (10 to 32.5 degrees C)
Storage temperature	32 to 104 degrees F (0 to 40 degrees C)
Relative humidity	20 to 80 percent, non-condensing
Acoustics⁹	
Sound power	Printing: 6.2 B(A)
Sound pressure	Printing: 5.5 B(A), Bystander position: 4.8 B(A)
Power specifications¹⁰	
	110-volt models: 110 to 127 V (± 10 percent), 60 Hz (± 2 Hz)
	220-volt models: 220 to 240 V (± 10 percent), 50 Hz (± 2 Hz)
Power consumption (Energy Star[®] compliant)	
Printing	345 watts
Standby, PowerSave	6 watts
Off	< 1 watt
Product certifications	
Safety certifications	IEC 60950:1999 / EN 60950:2000; IEC 60825-1:1993 +A1:1997 +A2:2001 / EN 60825-1:1994 +A1:1996 +A2:2001 (Class 1 Laser/LED Product); GB4943-2001
EMC certifications	CISPR 22:1997 / EN 55022:1998 Class B ¹¹ ; EN 61000-3-2:2000; EN 61000-3-3:1995 / A1; EN 55024:1998 FCC Title 47 CFR, Part 15 Class B2 / ICES 003, Issue 3; GB9254-1998, GB17625.1-1998 / CNS13438
Warranty	One-year, return to HP authorized service center

⁹Declared per ISO 9296; values are subject to change. For current information see www.hp.com/support/y1320.

¹⁰Power requirements are based on the country/region where the printer is sold. Do not convert operating voltages. This will damage the printer and void the product warranty.



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The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein.

For more information visit our website at www.hp.com

Ordering information

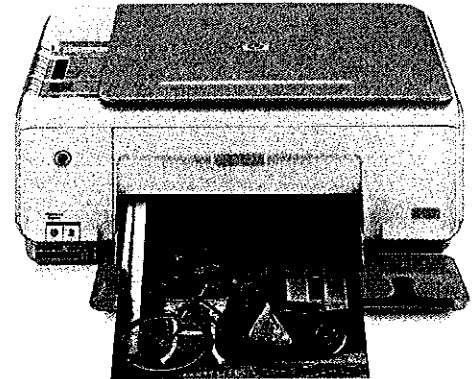
HP product	Number
HP LaserJet 1320 printer	Q5927A
HP LaserJet 1320i printer	Q7589A
HP LaserJet 1320n printer	Q5928A
HP LaserJet 1320n printer	Q5930A
HP LaserJet 1320nw printer	Q5929A
HP print cartridges	
HP LaserJet Smart print cartridge, Average cartridge yield 6,000 standard pages ¹¹	Q5949X
HP LaserJet Smart print cartridge, Average cartridge yield 2,600 standard pages ¹¹	Q5949A
Memory	
8 MB RAM DIMM	C7842A
16 MB RAM DIMM	C7843A
32 MB RAM DIMM	C7845A
64 MB RAM DIMM	Q1887A
128 MB RAM DIMM	C9121A
Cables	
USB, 2-meter, A to B cable	C6518A
Parallel, 2-meter IEEE 1284-B cable	C2960A
Parallel, 3-meter IEEE 1284-B cable	C2951A
Connectivity	
HP Jetdirect ew2400 802.11g wireless and Fast Ethernet external print server (USB 2.0)	J7951A
HP Jetdirect ew3700 Fast Ethernet external print server (USB 2.0)	J7942A
HP Jetdirect 500i Fast Ethernet external print server (parallel)	J3265A
HP Jetdirect 300i Fast Ethernet external print server (parallel)	J3263A
HP Jetdirect 170x Ethernet external print server (parallel)	J3258R
HP Jetdirect 175x Fast Ethernet external print server (USB)	J6035C
HP b1300 Bluetooth wireless printer adapter (USB or parallel)	J6072A
Service and support	
HP Care Pack, 3-year, next day exchange, hardware support	H5465E
HP Care Pack, 3-year, next-business-day onsite, hardware support	H5473E
HP Care Pack, installation for one personal or workgroup printer	H4513E
HP papers	
HP Multipurpose Paper, letter	HPM1120
HP Printing Paper, letter	HPF1122
HP LaserJet Paper, letter	HPJ1124
HP Laser Paper, letter	HPJ286R
HP Premium Choice Paper, letter	HPJ1132
HP Cover Paper, letter	Q2413A
HP Matte Brochure Laser Paper, letter	Q8543A
HP Soft Gloss Presentation Laser Paper, letter	Q6541A
HP Soft Gloss Laser Paper, letter	Q2415A
HP LaserJet Transparencies, letter	Q2934A
HP LaserJet Tough Paper, letter	Q1298A
HP LaserJet Paper, legal	HPJ1424
HP Multipurpose Paper, legal	HPM1420

¹¹Declared yield value in accordance with ISO/IEC 19752.





- Faster prints speeds, up to 22 ppm black, up to 20 ppm color
- Share, save and print using HP Photosmart Express.
Pro-quality photo reprints up to 8.5 x 11.
- Prints borderless photos up to 8.5 x 24.



Fast and reliable photo all-in-one performance

- Compact and reliable printer, scanner and copier with fold-up paper tray—fits almost anywhere.
- Fast speeds with photos as fast as 25 seconds and documents up to 22 ppm black and 20 ppm color.
- HP auto paper-type sensor optimizes print and copy quality for various papers.
- HP inkjet cartridges—designed for efficient ink usage so you can save ink and money.
- Rely on HP. 14th straight PC Magazine Readers' Choice selection for service, reliability and customer satisfaction.

Simple photo printing with or without a PC

- Easily print photos without a PC using memory cards¹ from your digital camera or camera phone.
- Start HP Photosmart Express using a one-touch button and PC monitor to share, save and print photos.
- Make color or black-and-white copies without a PC, plus enlarge and zoom with easy one-touch buttons.
- Print borderless photos up to 8.5 x 24 panorama¹² size with included HP Photosmart Essential Software.
- Use your all-in-one's scanner to repair older, damaged photos with HP Real Life technologies.

True-to-life, long-lasting photos and documents

- Print and copy beautiful photos in optional 6-ink color and laser-quality text with HP Vivera Inks³
- Quickly make professional-quality photo reprints in sizes up to 8.5 x 11 with the touch of a button
- High-quality scans of photos & documents with 1200 x 2400 dpi optical resolution, 48-bit color depth
- Automatically remove red eye, enhance detail in dark areas of photos with HP Real Life technologies
- Photos resist fading for generations⁴ and laser-quality text documents retain clarity for decades⁵

¹Memory card slots support Secure Digital/MultiMedia Card, compactFlash,™ Memory Stick,® Memory Stick® Duo, xD-Picture Card™ ²Using brochure and photo papers for borderless printing

³6-ink printing available with purchase of HP 99 photo inkjet cartridge; not included; sold separately.

⁴Based on Wilhelm-Research.com light-fade testing under glass (as of January 2005) using the HP 93 Tri-color and the optional HP 99 Photo Inkjet Print Cartridges on HP Premium Plus Photo Papers. For more information on additional permanence testing factors, visit <http://hp.com/go/premiumplusphoto>

⁵Based on paper industry predictions for acid-free papers; colorant stability data at room temperature based on similar systems tested as per ISO 11798 and ISO 18909 HP Photosmart Share service doesn't require fees.

HP Photosmart C3180 All-in-One Printer, Scanner, Copier

Datasheet

Technical specifications

Print Technology	HP Thermal Inkjet
Print Resolution	Black (best): Up to 1200 rendered dpi black (when printing from a computer); Color (best): Up to 4800 x 1200 optimized dpi color (when printing from a computer and 1200 input dpi)
Print Speed ¹	Black (draft; letter): Up to 22 ppm; Color (draft; letter): Up to 20 ppm; 4 x 6 photo (draft): As fast as 25 sec
HP Real Life Technologies Features	Auto Red-Eye Removal, Adaptive Lighting
Printing Capabilities	Direct Printing: Yes (camera memory cards); Borderless Printing Supported: Yes (up to 8.5 x 11 in); Proofsheet Supported: Yes; Automatic Paper Sensor Supported: Yes
Recommended Monthly Volume	Up to 1000 pages
Copy Features	Number of Copies Maximum: Up to 50; Copy Scaling: 50 to 400%
Copier Settings	Stand-alone copying: Fit to page, 100% (with software: Photo-size choices and Reduce/Enlarge)
Copy Resolution	Black Text: Up to 600 dpi; Black Graphics: Up to 600 dpi; Color Graphics: Up to 4800 x 1200 optimized dpi (color copying on HP premium photo papers and 1200 scan dpi)
Copy Speed ²	Black: Up to 22 cpm; Color: Up to 20 cpm
Scan Type/Input Modes	Type: Flatbed; Technology: CIS; Input Modes: Front-panel scan, HP Director, TWAIN; Bit depth: 48 bit; Grayscale Levels: 256
Scan Resolution	Optical: Up to 1200 dpi; Hardware: Up to 1200 x 1200 dpi; Enhanced: Up to 19200 dpi (The maximum dpi at which you can scan is limited by available computer memory, disk space and other system factors.)
Scan Speed ³	Preview mode: Up to 13 sec; 4x6 photo:<48 sec; OCR/Letter: <22 sec
Scan Size Maximum	US: 8.5 x 11.7 in; Metric: 215 x 297 mm
Standard Connectivity	1 USB
Paper Handling	Input: 100-sheet input tray; Input capacity: Up to 100 US letter/legal, Up to 20 transparencies, Up to 20 labels, Up to 20 cards, Up to 10 envelopes; Output capacity: Up to 50 US letter/legal; Up to 15 transparencies, Up to 10 labels, Up to 10 cards, Up to 10 envelopes
Media Types	Paper (inkjet, photo, plain), cards, envelopes, iron-on transfers, labels, media (borderless, HP premium), transparencies
Media Sizes Standard (US)	Letter, legal, executive, cards, panorama, 4 x 6 inch
Media Weight (US)	US letter: 20 to 24 lb; legal: 20 to 24 lb; envelopes: 20 to 24 lb; cards: up to 110 lb index maximum; 4 x 6 inch photo: up to 145 lb
Media Weight Recommended	20 to 24 lb (75 to 90 g/m ²)
Memory	Standard/Maximum: 32 MB
Memory Card Compatibility	CompactFlash, Memory Stick, Memory Stick Duo, Secure Digital/MultiMediaCard, xD-Picture Card

¹Print speed may vary depending on the type of output.

²Copy speed specification have been updated to reflect current industry testing methods.

³Scan speeds vary according to complexity of the document.

Ordering information

Compatible Operating System

Windows 98 SE, 2000 (SP3 or higher), Me, XP Home, XP Professional; Mac OS X v 10.3.9, 10.4

Minimum System Requirements

For PC Systems: Intel Pentium II or Celeron compatible processor, or higher; 128 MB RAM for Windows 98 SE, 2000, Me, XP Home, XP Professional (256 MB or higher recommended for all operating systems); 425 MB available hard disk space; SVGA 800 x 600 monitor with 16-bit color; Windows 98 SE, 2000 (SP3 or higher), Me, XP Home, XP Professional; Microsoft Internet Explorer 5.01 SP2 or higher; CD-ROM drive; available USB port and USB cable for direct connection; Adobe Acrobat Reader 5 or higher recommended; Internet access recommended; For Mac Systems: Mac OS X v 10.3.9, 10.4; G3 processor (G4 or higher recommended); 128 MB RAM (256 MB or higher recommended); 400 MB available hard disk space for software installation; HP Memories Disc Creator Software requires CD writer and 700 MB of additional hard disk space; available USB port and USB cable for direct connection; QuickTime 5.0 or higher; Web browser; CD-ROM drive; SVGA 800 x 600 monitor with 16-bit color; Adobe Acrobat Reader 5 or higher recommended; Internet access recommended

Operating Environment

Recommended Operating Temperature: 59 to 90° F (15 to 32° C); Storage Range: -40 to 140° F (-40 to 60° C); Maximum Operating Temperature: 41 to 104° F (5 to 40° C); Operating Humidity: 15 to 85% RH; Humidity Recommended Operating Range: 15 to 85% RH; Storage Humidity: 20 to 80% RH

Product Dimensions Maximum

17.1 x 23.11 x 6.4 in (434 x 587 x 162 mm)

Dimensions/weight

US: 17.1 x 23.1 x 6.4 in (paper tray down); 17.1 x 11.4 x 6.4 in (paper tray folded up); Metric: 434 x 587 x 162 mm (paper tray down); 434 x 290 x 162 mm (paper tray folded up)/ US: 11.2 lb; Metric: 5.08 kg

Power

Type: External; Power Supply Required: Input voltage 90 to 264 VAC (+/- 10%), input frequency 47/63 Hz (+/- 3 Hz); Consumption: 70 watts maximum (Active); 7.5 watts (Ready)

Warranty

One-year limited hardware warranty backed by HP Customer Care, service and support; one-year technical phone support, plus a toll-free number

This all-in-one and its replacement cartridges are designated for sale in North America.

What's in the box?

- HP Photosmart C3180 All-in-One Printer, Scanner, Copier
- HP 92 Black Inkjet Print Cartridge (5 ml)
- HP 93 Tri-color Inkjet Print Cartridge (5 ml)
- HP Photosmart Essential Software on CD-ROM
- Setup Guide
- Basics Guide
- Power supply
- Power cord

HP Product

HP Photosmart C3180 All-in-One Printer, Scanner, Copier

Part Number

Q8160A

Replacement Ink Cartridges

- HP 92 Black Inkjet Print Cartridge, 5 ml
- HP 93 Tri-color Inkjet Print Cartridge, 5 ml
- HP 99 Photo Inkjet Print Cartridge, 13 ml

C9362W

C9361W

C9369W

This all-in-one and its replacement cartridges are designated for sale in North America.

HP Business Communication Paper & Film

HP Photo Papers

HP Creative Papers

Accessories

HP USB Cable

C6518A



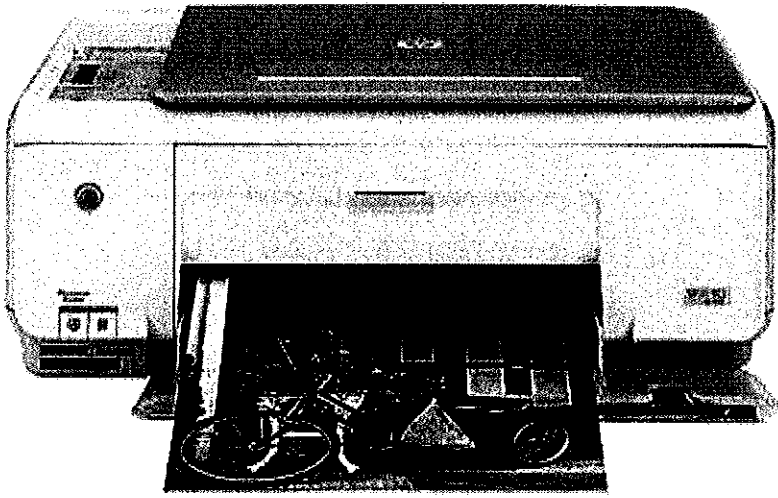
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Real Life technologies

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Display N/A

Memory card support CompactFlash, Memory Stick, Memory Stick Duo, Secure Digital/MultiMediaCard, xD-Picture Card

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Recommended monthly volume Up to 1000 pages

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Compatible cartridges HP 93 Tri-color Inkjet Print Cartridge (5 ml), HP 92 Black Inkjet Print Cartridge (5 ml), HP 99 Photo Inkjet Print Cartridge (7 ml), HP 95 Tri-color Inkjet Print Cartridge (13 ml, LAR/AP only)

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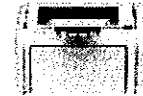
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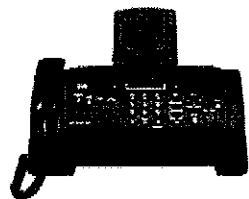
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TAB 7



MEMORANDUM

To: Honorable Mayor, & Town Council
From: Steven J. Alexander, Town Manager
Date: September 6, 2006
Re: EMERGENCY GENERATOR

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR EMERGENCY GENERATOR; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the initial start-up of the Town, staff has identified the need for emergency generator for Town Hall in its capacity as the Towns Emergency Operations Center.

In accordance with Section 3.10 of the Town Charter, the Town Manager hereby recommends to the Town Council that it is impracticable to formally competitively bid this issue because of the immediate need to procure said equipment. Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for item through a formal Request for Proposal due to the typical three month minimum time required for such formal process however, staff will solicit competitive quotations for this item. The Manager has determined that it is advisable to acquire this equipment, at a reasonable cost to be determined by the Manager, **not to exceed \$50,000.**

Funds for these activities are available within the Town Budget.

RECOMMENDATION

My recommendation is that, subject to the provisions of the Town Charter cited above, formal competitive bidding be waived upon a 4/5 vote of the Town Council, and that the Town Manager be authorized to procure this item.

RESOLUTION 06-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; APPROVING THE PURCHASE OF AN EMERGENCY GENERATOR FOR TOWN HALL, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is advantageous for the Town of Cutler Bay (the "Town") to enter into a contract for an emergency generator for the hurricane season now in progress; and

WHEREAS, the Town Council finds that it is both necessary and appropriate to acquire the emergency generator for Town Hall; and

WHEREAS, in accordance with the provisions of Town Charter Section 3.10, the Town Manager has stated in writing and the Town Council has determined that it is impracticable to solicit competitive bids or proposals for such items.

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

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

Section 2. Authorization. The Town Manager is authorized to execute an agreement with a vendor for the purchase of an emergency generator in an amount not to exceed \$50,000, on behalf of the Town, and the competitive bidding requirements of Section 3.10 of the Town Charter are hereby waived to the extent they would require a competitive process for the selection of a firm for installation of an emergency generator.

Section 3. Effective Date. This resolution shall become effective immediately upon its adoption.

PASSES AND ADOPTED this ____ day of _____, 2006.

Paul S. Vrooman, Mayor

Attest:

Erika Gonzalez-Santamaria
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

TAB 8



MEMORANDUM

To: Honorable Mayor, & Town Council
From: Steven J. Alexander, Town Manager
Date: September 6, 2006
Re: EMERGENCY AIR CONDITIONING EQUIPMENT

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR EMERGENCY AIR CONDITIONING EQUIPMENT; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the initial start-up of the Town, staff has identified the need for emergency air conditioning for Town Hall in its capacity as the Towns Emergency Operations Center.

In accordance with Section 3.10 of the Town Charter, the Town Manager hereby recommends to the Town Council that it is impracticable to formally competitively bid this issue because of the immediate need to procure said equipment. Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for item through a formal Request for Proposal due to the typical three month minimum time required for such formal process however, staff will solicit competitive quotations for this item. The Manager has determined that it is advisable to acquire this equipment, at a reasonable cost to be determined by the Manager, **not to exceed \$50,000.**

Funds for these activities are available within the Town Budget.

RECOMMENDATION

My recommendation is that, subject to the provisions of the Town Charter cited above, formal competitive bidding be waived upon a 4/5 vote of the Town Council, and that the Town Manager be authorized to procure this item.

RESOLUTION 06-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; APPROVING THE PURCHASE OF EMERGENCY AIR CONDITIONING UNITS FOR TOWN HALL, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is advantageous for the Town of Cutler Bay (the "Town") to enter into a contract for an emergency air conditioning system and units for the hurricane season now in progress; and

WHEREAS, the Town Council finds that it is both necessary and appropriate to acquire the emergency air conditioning units for Town Hall; and

WHEREAS, in accordance with the provisions of Town Charter Section 3.10, the Town Manager has stated in writing and the Town Council has determined that it is impracticable to solicit competitive bids or proposals for such services.

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. The Town Manager is authorized to execute an agreement, on behalf of the Town, with a vendor for the purchase of emergency air conditioning units for Town Hall in an amount not to exceed \$50,000 and the competitive bidding requirements of Section 3.10 of the Town Charter are hereby waived to the extent they would require a competitive process for the purchase and installation of emergency air conditioning units.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSES AND ADOPTED this ____ day of _____, 2006.

Paul S. Vrooman, Mayor

Attest:

Erika Gonzalez-Santamaria
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

TAB 9

RESOLUTION NO. 06-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A CONSULTING AGREEMENT WITH THE GOVERNMENT SERVICES GROUP, INC. FOR CAPITAL DEVELOPMENT AND INFRASTRUCTURE ASSESSMENT SERVICES; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") requires the services of a capital development and infrastructure assessment consultant to assist the Town in managing its assets within Town boundaries; and

WHEREAS, the Town Council finds that it is both necessary and appropriate to retain the services of Government Services Group, Inc. (the "Consultant"); and

WHEREAS, in accordance with the provisions of Town Charter section 3.10, the Town Manager has stated in writing and the Town Council has determined that it is impracticable to solicit competitive bids or proposals for such services.

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. The Town Manager is authorized to execute an agreement, substantially in the form of the proposal attached as Exhibit "A" on behalf of the Town, with the Consultant and the competitive bidding requirements of Section 3.10 of the Town Charter are hereby waived to the extent they would require a competitive process for the selection of a firm for Capital Development and Infrastructure Inventory Assessment services.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this _____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

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



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GOVERNMENT SERVICES GROUP, INC.

April 25, 2006

Mr. Steve Alexander
Town Manager
Town of Cutler Bay

Dear Mr. Manager:

As recently discussed, I am attaching a proposal from Government Services Group Inc.(GSG) for professional consulting services in four critically important areas. These consulting services will significantly assist the newly created Town of Cutler Bay in effectively responding to its initial challenges and opportunities. GSG has for many years provided extensive services for over 150 local governmental jurisdictions in Florida.

Our proposal is submitted with great empathy for the shock and sadness that Mayor John Cosgrove's untimely passing caused for his family, his elected colleagues and you, Cutler Bay citizens, and his many friends. I have been one of John's many friends for over 25 years. As you know, I discussed Cutler Bay's immediate needs with the Mayor and he encouraged me to meet with you the day before his ill-fated trip.

The four areas included in our proposal are: (1) The 05/06 and 06/07 budget requirements, including revenue and expense calculations, forecasting, staffing, contingencies, and financial reviews and negotiations with the County and the State of Florida; (2) the development of the first Strategic Plan for the Town of Cutler Bay; (3) the preparation of a computerized and mapped Asset Inventory within the Town; and (4) professional assistance and consulting services for the functions of building/construction permitting, inspections, and code enforcement.

As the first Town Manager in Miami Lakes in 2001, I have a keen understanding of the multitude of decisions and tasks facing you and your Town Council. As the former county manager I moved into an office in Miami Lakes with one employee. It was a most challenging transition and the Town Council clearly understood that I needed professional assistance. The consulting team in this proposal is largely the same that the Council retained five years ago to perform similar services in Miami Lakes. They did an excellent job then and we will do the same for you and your elected Council during this critically important time. As you know, early decisions in a newly created town are often the most important to be made.

Because of time constraints in State budget laws, we are ready to proceed now and are available to meet and discuss this proposal with you and the Town Council at your convenience.

Sincerely,

Merrett R. Stierheim
Senior Advisor, GSG

Cc: Robert Sheets, President and CEO, GSG

TAB 10



MEMORANDUM

To: Honorable Mayor, & Town Council
From: Steven J. Alexander, Town Manager
Date: September 6, 2006
Re: RADAR GUNS AND RADAR TRAILER - POLICE

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR RADAR GUNS AND RADAR TRAILER; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the initial start-up of the Town, staff has identified the need for radar guns and radar trailer for the Police Department.

In accordance with Section 3.10 of the Town Charter, the Town Manager hereby recommends to the Town Council that it is impracticable to formally competitively bid this issue because of the immediate need to procure said equipment and the fact that the County has already done so and the Town has the ability to 'piggyback' on that contract. Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for item through a formal Request for Proposal due to the typical three month minimum time required for such formal process however, staff will solicit competitive quotations for this item. The Manager has determined that it is advisable to acquire this equipment, at a reasonable cost to be determined by the Manager, **not to exceed \$18,000**. Radar guns **\$7,124** and radar trailer **\$10,745**.

Funds for these activities are available within the Town Budget.

RECOMMENDATION

My recommendation is that, subject to the provisions of the Town Charter cited above, formal competitive bidding be waived upon a 4/5 vote of the Town Council, and that the Town Manager be authorized to procure these items.

RESOLUTION 06-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; APPROVING THE PURCHASE FROM KUSTOM SIGNALS, INC. AS THE SOLE SOURCE VENDOR OF A SPEED MONITORING AWARENESS RADAR TRAILER AND RADAR DEVICES; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PURCHASE, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") Police Department requires a speed monitoring awareness radar trailer and radar devices (the "Vendor"); and

WHEREAS, the Vendor, Kustom Signals, Inc., is the sole source provider for said goods; and

WHEREAS, in accordance with Section 3.10 of the Town Charter, the Town Manager has made a written recommendation to the Town Council and the Town Council has determined that it is impracticable to competitively bid these items because they are available from only one vendor, and the Town Council finds that approval of the Vendor for the purchase of the goods is in the best interest of the Town.

WHEREAS, the Town of Cutler Bay has taken the necessary steps, utilizing prices quoted through the competitive bidding process performed by the Town of Miami Lakes (Quotation Number: 122597183502656), a copy of which is attached as Exhibit "A."

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

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

Section 2. Approval of Vendor. The Town Council waives competitive bidding pursuant to Town Charter Section 3.10.

Section 3. Authorization of Town Officials. The Town Manager is authorized to take all actions necessary to implement the purchase of the goods.

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

PASSED and ADOPTED this ____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF CUTLER BAY ONLY:

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

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edwards P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____



Quotation

KUSTOM SIGNALS, INC
 A SUBSIDIARY OF PUBLIC SAFETY EQUIPMENT, INC
 9325 Pflumm, Lenexa KS 66215-3347
 813-482-1400 Fax 813-482-1703
 sales@kustomsignals.com www.kustomsignals.com

Date 08/25/2006

To... ERIKA GONZALEZ-SANTAMARIA
CITY OF CUTLER BAY

10720 CARIBBEAN BLVD., SUITE 105
CUTLER BAY FL 33189

Quote # 122597183502656
 Terms Net 30
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 Fax 305-234-4251

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
4	TALON II MOVING/STATIONARY, CORDED HANDLE/WIRELESS REMOTE	\$1,415.00	\$5,660.00
4	TALON/TALON II BATTERY HANDLE WITH QUICK CHARGER, 12VDC	\$256.00	\$1,024.00
4	TALON/TALON II HEAVY DUTY CARRYING CASE	\$110.00	\$440.00

Total \$7,124.00

* Applicable Sales Tax Not Included

Signature

Title

Hayden Knott 9325 Pflumm Rd Lenexa KS 66215

Toll Free 800-4KUSTOM (800-458-7866)

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A SUBSIDIARY OF PUBLIC SAFETY EQUIPMENT, INC
9325 Pflumm, Lenexa KS 66215-3347
913-482-1400 Fax 913-482-1788
sales@kustomsignals.com www.kustomsignals.com

Date 08/25/2006

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CITY OF CUTLER BAY

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CUTLER BAY FL 33189

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Fax 305-234-4251

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
1	SMART MODEL I	\$9,745.00	\$9,745.00
1	SHIPPING & HANDLING	\$1,000.00	\$1,000.00
OPTIONS NOT INCLUDED IN ABOVE PRICING:			
	SMART-LP DRU UPGRADE	\$401.00	\$0.00
	AXLE LOCK	\$86.00	\$0.00
	TAMPER ALARM	\$228.00	\$0.00
	ALUMINUM WHEELS (UPGRADE)	\$228.00	\$0.00
	THRESHOLD SPEED BLANK	\$107.00	\$0.00
	SMART-LP TRAFFIC STATISTICS COMPUTER	\$3,031.00	\$0.00

Total \$10,745.00

* Applicable Sales Tax Not Included

Signature

Title

Hayden Knott
9325 Pflumm Rd
Lenexa KS 66215

Toll Free 800-4KUSTOM (800-458-7866)

TAB 11

RESOLUTION NO. 06-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AUTHORIZING THAT A RUNOFF ELECTION BE HELD IF NECESSARY TO FILL THE REMAINING TERM OF OFFICE OF THE VICE-MAYOR AND DESIGNATING A DATE THEREFORE; AUTHORIZING THE TOWN CLERK TO NOTIFY THE SUPERVISOR OF ELECTIONS OF THE ELECTION DATE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 4th 2006, pursuant to Cutler Bay, Florida, Town Charter Art. II § 2.5(C)(3) (2006), the Town Council (the "Council") of the Town of Cutler Bay (the "Town") adopted Resolution No. 06-63, and temporarily filled the office of the Vice-Mayor; and

WHEREAS, Cutler Bay, Florida, Town Charter Art. II § 2.5(C)(2) (2006), requires that an election be held at the next scheduled county wide election in Miami-Dade County to fill the remaining term of office of the Vice-Mayor; and

WHEREAS, an election shall be held on Tuesday, September 5, 2006 in order to elect a Vice-Mayor, and if no candidate receives more than 50% of the vote then a runoff election will be necessary in order to fill the remaining term of the Vice-Mayor, and

WHEREAS, the Council desires that the runoff election, if necessary, be held on October 3, 2006.

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. Election. A runoff election shall be held on October 3, 2006 if such an election is necessary to elect a Vice-Mayor for the remaining term of office of the Vice-Mayor.

Section 3. Notification of the Supervisor of Elections. The Town Clerk shall notify the Supervisor of Elections regarding the election and qualifying period.

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

PASSED and ADOPTED this ____ day of September, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

TAB 12

RESOLUTION NO. 06-

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

WHEREAS, the Town of Cutler Bay, Florida, (the "Town") is engaged in the start-up of municipal government and the provision of initial government services; and

WHEREAS, it is necessary to install additional large capacity color copiers in the Town's offices for the Town Clerk's Office, Police Department and Building Department for efficient conduct of Town's business; and

WHEREAS, in accordance with Section 3.10 of the Town Charter, the Town Manager has made a written recommendation to the Town Council and the Town Council has determined that it is impracticable to competitively bid these items because of the immediate need to procure said items; and

WHEREAS, the Mayor and Town Council desire to authorize the Town Manager to obtain additional large capacity color copiers for the Town Offices complete with installation, service and supply by lease or purchase at a reasonable cost to be determined by the Manager.

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. The Town Manager is authorized to select and procure additional large capacity color copiers for the Town Offices complete with installation, service and supply by lease or purchase at a reasonable cost to be determined by the Manager and the provisions of Section 3.10 of the Town Charter are hereby waived to the extent they would require competitive procurement of the same.

Section 3. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this _____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

ATTEST:

ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE ON ADOPTION

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

**PROPOSAL PREPARED FOR:
TOWN OF CUTLER BAY**

*Same as what
we have now*

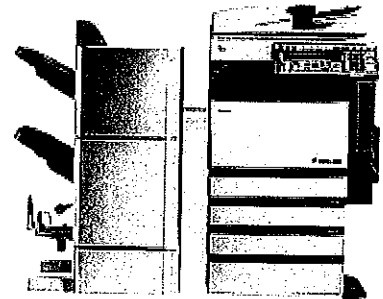
1- TOSHIBA E-STUDIO 451C

Color Enhanced, Multi Functional Copier, Printer, Scanner

- RADF
- Staple Finisher
- Faxing
- Stand

FEATURES INCLUDE:

- 45 Pages per/Minute Black & White
- 11 Pages per/Minute Color
- 2400 X 600 D.P.I. Black & White
- 1200 X 600 D.P.I. Color
- **Stack less Automatic Duplexing and Automatic Document Feeder**
- 600 X 600 D.P.I
- 2 X 550 Sheet Adjustable Paper Trays
- **Standard Scan to E-mail**
- **Standard Internet Faxing / Optional Walk Up Faxing**
- **Standard Scan to E-filing**
- **Standard Color Printing/Black & White Printing**
- Thick Paper Mode, Print On 110 lbs of Paper Through a Bypass
- Standard E-mail Notification For PM, Service Calls & Supply Orders



PRICING

\$252.90/Month for 48 Months

SERVICE:

All Inclusive Service to Cover All Parts, Labor & Supplies (toner). Everything Except Paper & Staples. Black & White Print/Copy Billed @ \$.009. Color Print/Copy Billed@.08

Name: Colin F. Ramsay, Sr.
Title: Government, Educational & Major Accounts Manager
Email: cramsay@tbsfl.toshiba.com
Cell: (54.448.9472)

**PROPOSAL PREPARED FOR:
TOWN OF CUTLER BAY**

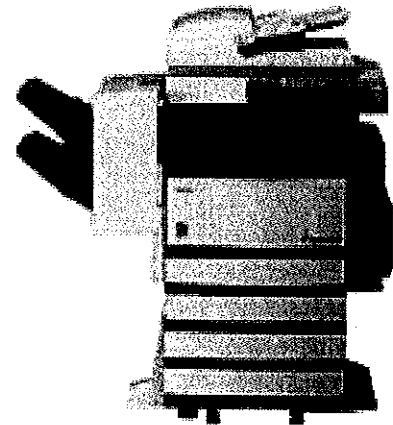
Toshiba E-Studio 282

TOSHIBA E-282

Multi Functional Copier, Printer, Scanner

FEATURES INCLUDE:

- 28 Pages per/Minute Black & White
- 2400 X 600 D.P.I. Black & White
- Automatic Document Feeder
- Stack less Automatic Duplexing
- Single-Position Finisher
- Print/Scan Enabler
- Fax Board
- Copier Stand
- 2 X 550 Sheet Adjustable Paper Trays
- Thick Paper Mode, Print On 110 lbs of Paper Through a Bypass



PRICING

Lease Price: \$161.49 /Month for 48 Months X 2 (Bldg & Police)

SERVICE:

All Inclusive Maintenance Agreement – All parts, full service and supplies (everything except paper and Staples)

Black & White Print/Copies Billed @ \$.009 per copy

Name: Colin F. Ramsay, Sr.
Title: Government, Education & Major Accounts Manager
Email: cramsay@tbsf.toshiba.com
Cell: 954.448.9472

TAB 13



MEMORANDUM

To: Honorable Mayor, & Town Council
From: Steven J. Alexander, Town Manager
Date: September 6, 2006
Re: MCCI RECORDS MANAGEMENT SYSTEM

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR A MCCI RECORDS MANAGEMENT SYSTEM; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the initial start-up of the Town, staff has identified the need for a MCCI records management system.

In accordance with Section 3.10 of the Town Charter, the Town Manager hereby recommends to the Town Council that it is impracticable to formally competitively bid this issue because of the immediate need to procure said equipment and the fact that the County has already done so and the Town has the ability to 'piggyback' on that contract. Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for item through a formal Request for Proposal due to the typical three month minimum time required for such formal process however, staff will solicit competitive quotations for this item. The Manager has determined that it is advisable to acquire this equipment, at a reasonable cost to be determined by the Manager, **not to exceed \$8,000**.

Funds for these activities are available within the Town Budget.

RECOMMENDATION

My recommendation is that, subject to the provisions of the Town Charter cited above, formal competitive bidding be waived upon a 4/5 vote of the Town Council, and that the Town Manager be authorized to procure these items.

RESOLUTION 06-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO OFFICE TECHNOLOGY EQUIPMENT, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT TO PROCURE DOCUMENT IMAGING SYSTEM AND SERVICES THROUGH MCCi; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay has been incorporated since 2005 and is desirous of implementing a document imaging system in order to facilitate the management, access, retrieval and disposition of public records; and

WHEREAS, the Vendor, MCCi, a subsidiary of Municipal Code Corporation, is the sole source provider for said goods; and

WHEREAS, in accordance with Section 3.10 of the Town Charter, the Town Manager has made a written recommendation to the Town Council and the Town Council has determined that it is impracticable to competitively bid these items because they are available from only one vendor, and the Town Council finds that approval of the Vendor for the purchase of the goods is in the best interest of the Town.

WHEREAS, the Town of Cutler Bay has taken the necessary steps, utilizing prices quoted through the competitive bidding process performed by the Village of Palmetto Bay (Dated: 04/21/2004), a copy of which is attached as Exhibit "A."

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

Section 1. The Town Manager is authorized to enter into an agreement to procure document imaging system and services through MCCi in an amount not to exceed \$8,000 that is substantially similar in terms and conditions as the proposal which is annexed to this resolution.

Section 2. This resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this ____ day of _____, 2006

Paul S. Vrooman, Mayor

Attest:

Erika Gonzalez-Santamaria
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

MCCi

Municipal Code Corporation

SALES DEPARTMENT

PO Box 2235 • Tallahassee, Florida 32316

TELEPHONE (800) 342-2633 • FAX (850) 701-0715

Bob Kinsey, Account Executive • extension 407 • bkinsey@mccinnovations.com

August 31, 2006

Ms. Erika Gonzalez-Santamaria
Town of Cutler Bay
Town Clerk
10720 Caribbean Blvd Suite 105
Cutler Bay, Florida 33189

Dear Ms. Gonzalez-Santamaria:

I enjoyed speaking with you recently regarding the Laserfiche Software. Pursuant to our discussion we are pleased to enclose our Professional Services Proposal. While reviewing the proposal please keep in mind the following advantages of being a customer of MCCi:

- **MCCi is a division of Municipal Code Corporation (MCC)-** MCC has been serving local governments for more than 50 years and has a proven track record of developing services to meet local government's needs. MCC's philosophy includes providing cost effective, easy to use products and providing personalized customer service that our clients deserve. MCCi has followed this model.
- **MCCi focuses on Local Governments-** MCCi was created by Municipal Code Corporation to focus on innovative technologies for Local Government. MCCi provides LaserFiche software and services to more than 250 Cities and Counties.
- **MCCi #1 LaserFiche VAR-** Last year, MCCi was ranked as the #1 LaserFiche VAR in the U.S.
- **MCCi offers superior support-** MCCi offers support through our help desk, email, and toll free number, and we also have a phenomenal online support center that gives end users access to training manuals, "how to" checklists, training videos, a knowledge base, and software updates.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me on our toll-free number. We appreciate your interest and hope that we will have the pleasure of working with you and serving the Town of Cutler Bay, Florida.

Sincerely,

Bob Kinsey
Account Executive

BK/clp
Enclosures: Exhibit A – Laserfiche Proposal

Executive Summary

Laserfiche has been a resource for over 21,000 organizations since 1987. Laserfiche creates elegant document management solutions that help organizations run smarter. Dedication to customer-driven innovations has built a suite of products and services that address organization-wide business problems from executive, records management, information technology and end-user perspectives.

Laserfiche is a unified solution that manages all your organization's documents and records, regardless of location or media. Laserfiche strikes a balance between security and accessibility, protecting information while providing efficient access to keep staff working at maximum productivity. Please keep in mind the following competitive advantages of Laserfiche:

- **Digital Archiving-** Digital archiving is the storage of paper and electronic documents in accessible electronic media with long-term preservation capability. It is cost effective because it saves physical storage space and it cuts media maintenance costs. Original documents can be stored off-site or destroyed as necessary. This simplifies the disaster recovery process by allowing you to backup documents on digital media and store them off-site.
- **Comprehensive Security-** Laserfiche Comprehensive Security allows you to control the security of your documents on many levels. You determine what functions, such as scanning and printing, each staff member may use. Security features are easy to administer, records managers can administer most security functions without IT staff assistance.
- **User Friendly-** Laserfiche is very easy to learn and use. It has a folder tree structure similar to Windows Explorer to make it easy to use. Your office can begin to scan and retrieve documents almost immediately after installation.
- **Intelligent Search-** LaserFiche lets you search your documents based upon full-text search, index search, and document and folder name searches. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, the full-text search retrieves it immediately. There is not any other imaging software that allows you this mean searching possibilities.
- **Web Access-** Laserfiche allows you to publish your documents on the web with our WebLink software. You decide which documents you wanted published and WebLink publishes them on the web without having to use HTML programming. Users can then search the site to find the information they need using the Intelligent Search feature.
- **Integration-** Laserfiche is able to integrate with current software and hardware on existing systems.
- **Service-** Laserfiche understands the importance of a thorough support service. From technical help to the latest document imaging news, Laserfiche is dedicated to forming a lasting, complete service relationship. Should you need technical assistance, a qualified professional will be available to help you.

LASERFICHE SOFTWARE QUOTATION SHEET

**Please check all boxes below for options desired.*

SOFTWARE

<input checked="" type="checkbox"/>	LF Group Server Software	\$2,250
<input checked="" type="checkbox"/>	2 LF Full User (\$550 each)	\$1,100
<input checked="" type="checkbox"/>	6 LF Retrieval User (\$220 each)	\$1,320
<input checked="" type="checkbox"/>	2 LF User SnapShot (\$100 each) <i>*imports documents from computer</i>	\$200
	<i>*SnapShot amount must equal number of Full Users purchased.</i>	
<input checked="" type="checkbox"/>	8 LF User E-Mail Plug In (\$80 each) <i>*requires MAPI compatible e-mail</i>	\$640
	<i>*E-mail Plug In amount must equal number of Full Users and Retrieval Users purchased.</i>	
<input checked="" type="checkbox"/>	LF ScanConnect (required for each scanner purchased/utilized)	\$165
	Total Software	\$5,675

ANNUAL SOFTWARE SUPPORT

<input checked="" type="checkbox"/>	LF Group Server Software Premium LSAP	\$675
<input checked="" type="checkbox"/>	2 LF Full User Premium LSAP (\$165 each)	\$330
<input checked="" type="checkbox"/>	6 LF Retrieval User Premium LSAP (\$66 each)	\$396
<input checked="" type="checkbox"/>	2 LF User SnapShot Premium LSAP (\$30 each) <i>*imports documents from computer</i>	\$60
<input checked="" type="checkbox"/>	8 LF User E-Mail Plug In Premium LSAP (\$24 each) <i>*requires MAPI compatible e-mail</i>	\$192
	Total Software Support and Updates	\$1,653
	<i>For budgetary purposes, the Client should include this amount in annual budget for renewal of LSAP of the above quoted software.</i>	

DOCUMENT SCANNING HARDWARE: *Hardware prices do fluctuate frequently. Pricing will be confirmed prior to order.*

<input checked="" type="checkbox"/>	Fujitsu 5650C 57 ppm / Black/White & Color / Maximum paper size 12" x 18" / 200-page ADF / SCSI Card & Cable	\$4,830
-------------------------------------	-----------------------------------------------------------------------------------------------------------------	---------

LARGE FORMAT SCANNING HARDWARE: *Hardware prices do fluctuate frequently. Pricing will be confirmed prior to order.*

<input type="checkbox"/>	IDEAL/Contex Premier TX 36 Basic 36" Wide, 600 DPI, Scans 4.0 IPS, Monochrome Scanner / Contex WIDEimageNET Software / Scanner Stand	\$9,188
<input type="checkbox"/>	IDEAL/Contex Crystal XL 42" Basic 42" Wide, 800 DPI, Color Scanner, Scanning 5.0 IPS in monochrome and 0.6 IPS in Color / Contex WIDEimageNET Software / Scanner Stand	\$12,308

INSTALLATION, TRAINING & SUPPORT SERVICE:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| <input checked="" type="checkbox"/> 2 days, Installation & Training of software @ \$1,500 per day, travel expenses included | \$3,000 |
| <i>Note: Any installation and training hours not used in the implementation will be converted to PSP hours. All installation and training costs are per day (based on an 8 hour day) and per MCCi Technician.</i> | |
| <input checked="" type="checkbox"/> Shipping and Handling Fee for LaserFiche Software | \$50 |
| <input checked="" type="checkbox"/> 5 hours, Professional Services Package @ \$110 per hour | \$550 |
| <i>*Travel expenses not included for onsite visits.</i> | |

PAYMENT & BILLING TERMS

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of the signed contract. Balance will be invoiced and billed upon completion of installation. Payment will be due upon receipt of an invoice.

Total Cost (excluding scanning hardware) \$15,758

OPTIONAL SOFTWARE QUOTATION SHEET

**Please check all boxes below for options desired.*

BATCH PROCESSING SOFTWARE & SUPPORT

<input type="checkbox"/> LF QuickFields <i>*allows batch processing of documents</i>	\$495
<input type="checkbox"/> LF QuickFields Premium LSAP	\$149
<input type="checkbox"/> QF Annotation/Bates Number	\$495
<input type="checkbox"/> QF Annotation/Bates Number Premium LSAP	\$149
<input type="checkbox"/> QF Bar Code	\$1,495
<input type="checkbox"/> QF Bar Code Premium LSAP	\$449
<input type="checkbox"/> QF Document Classification	\$4,995
<input type="checkbox"/> QF Document Classification Premium LSAP	\$1,499
<input type="checkbox"/> QF Forms Combo	\$9,995
<input type="checkbox"/> QF Forms Combo Premium LSAP	\$2,999
<input type="checkbox"/> QF Forms Registration	\$2,495
<input type="checkbox"/> QF Forms Registration Premium LSAP	\$749
<input type="checkbox"/> QF Optical Mark Recognition	\$2,495
<input type="checkbox"/> QF Optical Mark Recognition Premium LSAP	\$749
<input type="checkbox"/> QF Pattern Matching	\$495
<input type="checkbox"/> QF Pattern Matching Premium LSAP	\$149
<input type="checkbox"/> QF Agent	\$9,995
<input type="checkbox"/> QF Agent Premium LSAP	\$3,000
<input type="checkbox"/> QF Real-time look up	\$495
<input type="checkbox"/> QF Real-time look up Premium LSAP	\$149
<input type="checkbox"/> QF Zone OCR	\$2,495
<input type="checkbox"/> QF Zone OCR Premium LSAP	\$749

INSTALLATION, TRAINING & SUPPORT SERVICE:

<input checked="" type="checkbox"/> Installation & Training of software, travel expenses included	\$1,500 per day
<input checked="" type="checkbox"/> Shipping and Handling Fee for LaserFiche Software	\$50 per shipment
<input checked="" type="checkbox"/> Professional Services Package	\$110 per hour

Note: All installation and training costs are per day and per MCCi Technician

PAYMENT & BILLING TERMS

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of the signed contract. Balance will be invoiced and billed upon completion of installation. Payment will be due upon receipt of an invoice.

The terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below, unless accepted by the Client.

Submitted by: **MCCi, a Limited Liability Company**

Date: **August 31, 2006**

By:

(Signature)

(Printed Name & Title)

Witness:

(Signature)

Noted Items Accepted by: **TOWN OF CUTLER BAY, FLORIDA**

Date:

By:

(Signature)

(Printed Name & Title)

Witness:

(Signature)

(Printed Name & Title)

MCCI, a Limited Liability Company and subsidiary of MUNICIPAL CODE CORPORATION, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Software & Services to the Town of CUTLER BAY, FLORIDA, a corporation duly organized and existing under state law, hereinafter referred to as the Client, according to the following terms and conditions.

LASERFICHE SOFTWARE & HARDWARE

LASERFICHE SOFTWARE. MCCI will provide the Client with a full-featured version of the Laserfiche (LF) Software. This software is a records repository allowing storage, retrieval and imaging of all documents. Capabilities include an intuitive browse window, index cards, full-text indexing, keyword template search, fuzzy word search, and virtually unlimited folders, giving users access to any document instantly. Laserfiche provides a truly concurrent licensing structure. Instead of purchasing a license for every computer with Laserfiche installed, licenses can be purchased to suit the needs of the number of people enterprise-wide that will use Laserfiche. The number of licenses purchased equals the number of concurrent users of Laserfiche. For example the 12 Retrieval users could be installed on 20 different PCs but only 12 of them could access the system simultaneously.

- **LASERFICHE TEAM:** Our entry-level product line is bundled with MSDE. Laserfiche Team comes with one database, which holds up to a million pages and can support up to five full and ten retrieval users. Like United, users and databases can be added in increments of one.
- **LASERFICHE UNITED:** Our premiere suite of products. Laserfiche United will support MSSQL databases (engine not included). You can start with one database and upgrade to an enterprise version with up to 15 databases. You can add full users, retrieval users and databases in increments of one.
- **LASERFICHE RECORDS MANAGEMENT EDITION:** The Laserfiche Records Management Edition is a special package that includes Laserfiche 7.0, Advanced Audit Trail and the Records Management Module. It complies with the Department of Defense records management standard (DoD 5015.2). The DoD 5015.2 standard was created as a best-practices guide for records management within departments in the Department of Defense and has since been endorsed by the United States National Archives & Records Administration (NARA). The Laserfiche Records Management Edition was designed and developed around the standard and is a turnkey solution for managing imaged, electronic and physical records. The Records Management Edition is fully integrated within the Laserfiche interface, presenting a uniform look and feel to all users and simplifying the adherence to formal records management practices within a subset of a Laserfiche repository.

Standalones:

- **EXECUTIVE:** Executive is designed to be a standalone version of the full Laserfiche Client/Server, so it offers the full functionality of the Client for one licensed user. That user can scan and OCR, create as many volumes as necessary, and store as many pages as MSDE allows.
- **DESKTOP:** Desktop is our standalone solution for small organizations or persons with limited needs. Thus, it allows one user to create only a single volume with a limit of 16,000 pages, and cannot support any additional Laserfiche modules.
- **NOTEBOOK:** Notebook is a standalone that is meant to supplement another Laserfiche Client/Server system by allowing workers outside the main office, such as public service workers out "in the field," to access documents without a connection to the main Laserfiche Server by taking a portion of the repository with them on a laptop computer. As such, Notebook can allow one user to store as many volumes and pages as MSDE and the computer's hardware will allow, but it does not include the capability to scan and OCR. Documents are, instead, imported into Notebook from the main system as briefcases or volumes system already OCR'd and indexed.

LASERFICHE PLUG INS, UTILITIES & TOOLS. MCCI can provide additional Laserfiche Plug-ins Utilities, & Tools software. Laserfiche offers a selection of add-ons and development tools designed to let you tailor Laserfiche to meet your needs.

Capture Plug Ins:

- **Laserfiche Import Agent™** automates document importing and document management within Laserfiche, particularly well-suited to work with multi-function peripherals
- **Laserfiche ScanConnect™** Laserfiche ScanConnect allows ISIS scanning. A collection of ISIS scanner drivers is included with Laserfiche ScanConnect. These drivers allow images to be scanned through supported scanners. ScanConnect 7.x is can be purchased as an add-on to both Laserfiche scanning and Quick Fields.
- **Laserfiche Snapshot™** Laserfiche Snapshot can generate images and text from an electronic file (e.g. a Word document, a web page, a text editor, etc.). The files generated by Laserfiche Snapshot capture the content of the electronic file at the time that it was processed. In other words, they represent an accurate portrayal of an electronic file at a given point in time. The images and text created from an electronic file are then stored in a Laserfiche repository. As you can see, Laserfiche Snapshot can be used as a tool to archive a particular version of an electronic file. Laserfiche Snapshot can process any electronic file that can be opened with a Windows application that has printing capabilities.

Distribution Plug Ins

- **Laserfiche WebLink™** The WebLink module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Documents can be made available through the Web almost instantly, and users need only an Internet browser in order to access them. Built on ASP.NET, WebLink can be customized to match the look and feel of an organization's Internet or intranet site.
- **Laserfiche WebAccess** Laserfiche Web Access is a Web browser-based thin client offering virtually all of the document management capabilities of the standard Laserfiche interface. Web Access allows your IT staff to roll out high-volume Laserfiche access without increasing your organization's application support burden. Authorized users organization-wide enjoy simultaneous access to documents, whether they are using the corporate intranet or logging in from a branch office.
- **Laserfiche Plus™** Laserfiche Plus allows the information stored in a Laserfiche repository to be portable. Laserfiche documents published by Laserfiche Plus can be viewed by anybody, regardless of whether they have Laserfiche installed. If these portable Laserfiche documents are sent to a company or site that already has Laserfiche installed, then that organization can also choose to attach those documents to their repository. This software prepares a copy of the Laserfiche files (images, text, electronic files, annotations, templates and field data) for burning directly to your removable media or to a temporary directory. Choosing to publish to a temporary directory allows you to write it to your removable media at your convenience.
- **Laserfiche E-Mail Plug-in™** allows instant electronic document distribution via standard MAPI-compliant e-mail applications.
- **Laserfiche COLD/COLD Plus™** archives machine-generated reports to digital media, eliminating great quantities of paper reports, cutting storage costs and allowing immediate report retrieval.

Workflow & Process Automation

- **Laserfiche Workflow:** Efficiency and accountability-enhancing document routing, e-mail notification and audit trail reporting.
- **Laserfiche Audit Trail Modules:** Three levels of audit reporting to address your specific regulatory compliance and security needs.
- **LF Audit Trail - Starter:** This edition tracks who accesses data in the repository, as well as changes made to the repository. Users can then generate reports on the life-cycle of documents, and who has accessed them.
- **LF Audit Trail - Standard:** Sites with a larger amount of activity in their repository can use this edition to set up event logging according to individual users. This allows a more finely grained auditing configuration that tracks only the data that a particular customer needs. Standard features the tracking of failed attempts to change content in the repository, giving more insight into user activities. All the functionality of the Starter edition is also included.
- **LF Audit Trail - Advanced:** Customers operating in the most demanding regulatory environments find this version ideally suited to their needs. Besides doing everything that the other two versions do, it also tracks changes in security settings, so not only what a user is looking at or changing is tracked, but who gave them the right to do so. Searches are also tracked. For additional document security, with this edition users can be required to submit reasons for printing and exporting documents. Administrators can force printed documents to have Watermarks applied to them.

Batch Processing

- **Laserfiche Quick Fields™** automates document sorting and indexing for reduced data entry costs and manual indexing errors. Laserfiche Quick Fields is a collection of image processing and enhancement tools wrapped in an elegant and intuitive interface. We call Quick Fields a document capture platform because it is so much more than just an offline scanning tool. Because Quick Fields was developed specifically for Laserfiche document imaging and management solutions, it offers a unique functionality set designed to simplify automated capture and classification of documents. In addition to working with most production level scanners, Quick Fields supports the Universal Capture plug-in and includes a powerful tool called the Laserfiche Capture Engine. The

basic premise of the Laserfiche Capture Engine is to provide the ability to "scan" documents into Quick Fields from a Laserfiche repository. This fairly simple idea is extremely powerful because it eliminates dependence on traditional scanners in order to take advantage of automated image processing technology. With Quick Fields, it does not matter how an organization images their documents. They could be scanned through a networked copier/scanner, automatically imported from a fax server or converted from an electronic format through Snapshot, and Quick Fields will process them as if they were scanned in directly.

- **Pattern Matching:** The Pattern Matching add-on looks for a specified pattern within a user-defined value. This process can be used to identify a document, validate data, or to save the matching data along with a document. The pattern that will be searched for is defined by the user through predefined criteria (regular expressions). A regular expression looks for a certain pattern in a string. It can then use this pattern to look for a character or a set of characters.
- **QF Real-time look up:** look up and extract data from a 3rd party database, verify values extracted from an image matched values in the 3rd party database
- **QF Zone OCR:** Images that contain clearly printed or typed information can be converted to text files through a process called OCR (Optical Character Recognition). Once text has been extracted from an image, it can be sent along with the image to the repository. Once the document has been imported into the repository, the extracted text will be associated with the corresponding image in the document. The International Zone OCR add-on will scan a zone on an image for text. Only text found within the zone will be extracted. The data returned by this process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. The International Zone OCR add-on can be installed when Quick Fields is first installed or after it has already been installed.
- **Laserfiche Import Agent:** Laserfiche Import Agent is a capture tool that can bring files into a Laserfiche repository from the Windows file system. Any file that can be stored in Laserfiche can also be imported via Import Agent. What's more, Import Agent allows for scheduled and selective imports, so that users can set up specific criteria for what gets imported when. Import Agent can create fully OCR'd and indexed documents, complete with template information and filed in the repository.
- **QF Bar Code Recognition:** The Bar Code add-on reads bar codes on a specified page in the document. The value returned by the bar code process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Codabar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.
- **QF Quick Forms:** permits multiple document classification, as well as include advanced capabilities such as form recognition, form registration, form removal and optical mark recognition.
- **QF Document Classification:** designed for clients who deal with multiple forms, and will recognize and process multiple document types.
- **QF Annotation/Bates Numbering:** The Bates stamp option is a document auto-numbering annotation option
- **Forms Processing:** The Forms Processing add-on consists of four processes, which are Laserfiche Form Extractor, Form Identification, Laserfiche Form Registration, and Laserfiche Optical Mark Recognition (OMR). Form Extractor removes the layout from an image and leaves data in a region specified on the page. Form Identification identifies images according to the layout of the page. Form Registration aligns images to match the layout of the form. OMR detects whether a region has been marked by comparing it with the same region on a master form. This add-on can only process or recognize forms when processing black & white images. Additional information is available.

Integration

- **LF Integrator's Toolkit:** Tools & documentation necessary for customizing Laserfiche
- **LF Integration Express:** Packaged solution for image-enabling integrations
- **LF Integration Express GIS:** Simplified image-enabling integrations between Laserfiche and geographic information systems.
- **Fiche Feeder:** enables you to populate Laserfiche Databases from disparate ODBC compliant sources and fixed, tab, comma, or user defined delimited files.
- **Fiche Finder:** enables you to search your Laserfiche Databases from third-party software applications

MCCI will be happy to quote any of the above options, with the associated training expense upon your request.

LASERFICHE SOFTWARE UPGRADE. When software is upgraded, the old copy of the software must be returned and will no longer be a valid copy. Proof of previous purchase is required to receive upgrade. Upgrade credit applied towards new purchase is 100% of original purchase price. The difference between the new system (server, full and retrieval users) price and the old system (server, full and retrieval users) price must be greater than or equal to 10% of the new system price. Otherwise, a minimum software upgrade adjustment will be applied to comply with the 10% price difference requirement. One year of LSAP must be purchased for new products when upgrading. LSAP of the original product will not be credited. However, remaining months of LSAP can be applied towards the new purchase of one year of LSAP for the new products.

SOFTWARE SUPPORT. Software Support for the above software packages is offered by MCCI and Compulink. (developers of Laserfiche software) Laserfiche Software Assurance Plan (LSAP) includes: Telephone or E-Mail support for software related issues, all new software version updates, 24-hour FTP and web site access and technical bulletins and newsletters. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates. Any updates requiring shipment of software require Client to pay shipping costs.

MCCI SOFTWARE CUSTOMIZATIONS. The customer may elect to contract with MCCI to customize the standard software. As the basic software is upgraded, any customizations performed will require support in the form of updating. Customers will have two ways of paying for the required support. They may increase the cost of the annual support agreement by 20% or pay for modifications to the customizations, as required.

CLIENT SOFTWARE CUSTOMIZATIONS. The client may also choose to customize their software internally, without MCCI's help. MCCI is not responsible for any damages caused by the user's customization of the software. MCCI will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to the software may affect any customizations made by the user. If MCCI's help is required to correct/update any customizations made by the client, appropriate charges will apply.

OTHER PROGRAMS AND EFFECTS. Upgrades to existing programs, or the acquisition of new programs from vendors other than MCCI, may or may not have an effect on any customizations made to the software by MCCI. MCCI will work with the client to update existing customizations via one of the two payment options listed above under "MCCI Software Customizations". MCCI will not be held responsible if upgrades or changes made by the customer preclude the operation of MCCI's customizations.

SOFTWARE INSTALLATION. MCCI will install all software outlined herein. If additional software is needed to bring the site up to specifications, customer will be billed accordingly.

END USER TRAINING. MCCI will provide instructor-led hands-on training in the operation of the Laserfiche Software.

SYSTEM ADMINISTRATOR TRAINING. MCCI will provide a training session for Client's Systems Administrator. The Training will include Configuring Laserfiche System, Database Maintenance, Security Settings, Data Back Up, Methods of Communication for Laserfiche Software Support, and Solution Development.

SITE PREPARATION. The Client site should be ready for installation according to specifications outlined within the Hardware section listed below. Any additional work by our installation team not covered in this contract, i.e. Network modification and reconfigurations; will be billed at \$110 per hour.

PROFESSIONAL SERVICES PACKAGE.

MCCI offers our Professional Services Package (PSP), which is purchased annually in hourly increments. MCCI will make a recommendation as to the initial number of hours needed based upon the Client's needs and system configuration. PSP hours purchased can be used for the following professional services according to the terms outlined below.

- **Pre-Installation Consultation / Solution Development**

MCCi will consult with the Client prior to the installation and training to determine how the Laserfiche System will be set up. This consultation will include a review of current document organization and retrieval practices to determine desired indexing methods (i.e.: folder structure, document naming scheme and template structure), as well as other basic system set up needs.

- **Remote Access Support**
Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly on-site visits.
- **One-Year Hand Holding Package**
MCCi offers this supplemental support package for Clients during the first year after system implementation, which includes the following services:
 - **Additional Training** - additional training, via web conferencing, can be conducted to train new users on the use of Laserfiche or as refresher training for existing users. On-site training can also be conducted, however PSP hours *do not* include travel costs for on-site visits.
 - **Additional System Set Up Consultation** - MCCi offers additional consultation that would include recommendations on best practices for adding additional departments, additional types of document etc. to your current Laserfiche System.
 - **Remote implementation of software updates** - While the standard LSAP plan covers free updates for Laserfiche software, implementation of those updates is sometimes overlooked. With the addition of a PSP plan, MCCi is at your service to directly assist in implementing software updates.
 - **Annual System Review & Analysis** - MCCi will access your system to review and analyze how your organization is using the Laserfiche System, identify any potential problem areas and make recommendations for better use of the system. In addition MCCi will review your organizations database backup procedures to ensure the data backup is being performed as recommended. This analysis is designed to be implemented 6 months after the initial Laserfiche Software installation, and would be performed annually after that date, if additional PSP hours have been purchased. This is an optional service that will be completed only if requested by the Client.
- **Expiration & Additional Hours**
MCCi's Professional Service Package is an annual package and any unused hours will expire on the same date as your Laserfiche System LSAP plan. The Client may elect to renew or purchase additional hours as needed and can be provided with an additional proposal for this upon request.

RECOMMENDED MINIMUM HARDWARE SPECIFICATIONS. MCCi will provide necessary consultation as to the compatibility of current hardware with the Laserfiche System. Changes and recommendations will be made at the time of consultation. See system requirements below. Please keep in mind that these are the minimum system requirements. All scanners also require the ScanConnect Software, which is quoted within our pricing section.

HARDWARE. Hardware prices do fluctuate frequently. Pricing will be confirmed prior to order. Support for all Hardware is provided by the hardware manufacturer and is the responsibility of the Client. Warranties for all hardware can be quoted upon request.

SCANNING STATION PC Operating System: Windows 2000 or XP CPU: 800 MHz processor or faster Memory: 256 MB RAM: Communications: TCP/IP Web browser: Internet Explorer 5 or higher	SERVER REQUIREMENTS Operating System: Windows 2000, or Windows 2003. CPU: Pentium III 700 MHz processor or faster Memory: 512 MB RAM minimum: 1 MB per additional user Communications : TCP/IP FOR LF UNITED VERSION ONLY: Database Engine: MS SQL Server 2000 (service pack 3 or higher)	SCANNERS Must utilize ISIS drivers
CLIENT REQUIREMENTS Operating System: Windows 2000 or XP CPU: Pentium II 500 MHz processor or faster Memory: 128 MB RAM; Communications: TCP/IP Web browser: Internet Explorer 5 or higher	WEBLINK REQUIREMENTS Windows 2000 with IIS 5.0 or Windows 2003 with IIS 6.0 CPU: Pentium III 650 MHz processor Memory: 256 MB RAM	

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS. MCCi agrees to allow any other Government agency in the State of FLORIDA to purchase items, at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCi and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Town of CUTLER BAY shall incur no financial responsibility in connection with any purchase by another Government agency.

TRAVEL EXPENSES. If the client cancels or reschedules an installation after MCCi has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.

PAYMENT & BILLING TERMS. MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of the signed contract. Balance will be invoiced and billed upon completion of installation. Payment will be due upon receipt of an invoice.

TERMINATION. The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

RESOLUTION NO. 04-61

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO OFFICE TECHNOLOGY EQUIPMENT, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT TO PROCURE DOCUMENT IMAGING SYSTEM AND SERVICES THROUGH MCCi IN AN AMOUNT NOT TO EXCEED \$15,100; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay has been incorporated since 2002 and is desirous of implementing a document imaging system in order to facilitate the management, access, retrieval and disposition of public records; and

WHEREAS, the Village advertised a Request for Qualifications and the selection committee heard four presentations from document imaging vendors; and

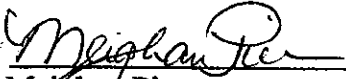
WHEREAS, the selection committee unanimously chose MCCi, a subsidiary of Municipal Code Corporation, in order to meet the Village's long term records preservation needs.

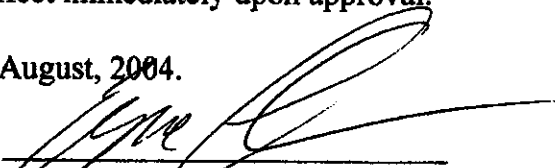
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to enter into an agreement to procure document imaging system and services through MCCi in an amount not to exceed \$15,100 that is substantially similar in its terms and conditions as the proposal which is annexed to this resolution.


Section 2. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 2nd day of August, 2004.

Attest: 
Meighan Pier
Village Clerk


Eugene P. Fkan, Jr.
Mayor

APPROVED AS TO FORM:


Eve Boutsis,
Village Attorney

FINAL VOTE AT ADOPTION:

Mayor Eugene P. Flinn, Jr.	<u>YES</u>
Vice-Mayor Linda Robinson	<u>YES</u>
Council Member Ed Feller	<u>YES</u>
Council Member Paul Neidhart	<u>YES</u>
Council Member John Breder	<u>YES</u>

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MCCi

Municipal Code Corporation
SALES DEPARTMENT
PO Box 2235 • Tallahassee, Florida 32316
TELEPHONE (800) 262-2633 • FAX (850) 701-0715

April 21, 2004

Village Manager
Village of Palmetto Bay
8950 South West 152 Street
Palmetto Bay, FL 33157

Dear Sir or Madam:

MCCi understands that the Village of Palmetto Bay is seeking a qualified firm to provide document imaging services for the Village. MCCi can provide these services and software with the award winning LaserFiche Document Management software. Utilizing the LaserFiche software MCCi can meet the requirements set by the Village of Palmetto. While reviewing our quotation, please keep in mind the advantages of working with MCCi:

- The Village already has existing working relationship with Municipal Code Corporation (Codification process).
- MCCi only works with Municipalities and Counties to provide our services and systems. We specialized in local government and work with many people in your area.
- Municipal Code Corporation has been in business for over 50 years and works with over 2,000 local government agencies across the United States.
- MCCi gives the Village the ability to expand on any of the services or systems that we offer, to meet the county's future needs.

MCCi's staff authorized to make representations:

Mr. Donny Barstow, General Manager
PO Box 2235, Tallahassee, FL 32316
1-800-262-2633 ext 599

We appreciate your interest and hope that we will have the pleasure of working with you and serving the Village of Palmetto Bay.

Sincerely,



Donny Barstow
General Manager

Qualifications & Experience

Capabilities of Firm

MCCi currently has the staff and resources to ensure the Village's project is successful. Working with government to provide software solutions for over five years has given MCCi the experience to find, train, and retain qualified personnel to implement and provide long-term service to our clients.

Municipal Code Corporation (MCC) was founded in 1951 as a one-man operation, for the sole purpose of codifying municipal laws and ordinances and publishing this material in loose-leaf form. In 1998 MCC entered into an agreement with LaserFiche®, allowing MCC to become both a VAR selling LaserFiche® Software and a service bureau providing imaging services.

MCCi was created to provide our imaging customers a higher level of service, but still benefit from the stability and credibility of Municipal Code Corporation. Currently, MCCi is located in our own 7,000 square foot facility, complete with a secure room for protection of important documents.

MCCi has over 150 customers and that number is growing daily. We are striving to be the leading Document Imaging and Records Management Product/Services provider in the Southern United States. Our goal is to develop solutions that will enable our customers to increase efficiency, productivity, and internal organizational structure.

"Why should the Village of Palmetto Bay choose MCCi over other companies?"

1. **Because MCCi is a division of Municipal Code Corporation (MCC).** MCC has been serving government for more than 50 years and has a proven track record of developing services to meet government's needs. MCC's philosophy includes providing cost effective, easy to use products and providing personalized customer service that our clients deserve.
2. **Because MCCi sells LaserFiche®.** MCCi chose LaserFiche® Document Imaging Software because it offers the best value for the dollar. MCCi uses LaserFiche in its service bureau and to keep track of all our records. LaserFiche has delivered proven, tested document imaging and management solutions since 1987. Dedication to a thorough understanding of customer needs has built solutions widely accepted in over 18,000 public and private sector organizations around the world.
3. **Because MCCi is a paperless company, and has first-hand experience.** Many companies sell a product, but don't actually use it. That's not the case with MCCi. We are a paperless office, and know first-hand how to set up, and use, LaserFiche. This experience sets us apart from other companies.
4. **Because MCCi is a national VAR.** There are only a handful of national VAR's for LaserFiche, and MCCi is one of them. To be recognized we had to assure LaserFiche that we are able to support our customers, no matter where they are located. This is accomplished by remote access to systems, telephone and e-mail support and jumping on our company aircraft to come in person.
5. **Because MCCi can scan your accumulated paper files.** Some imaging companies only sell systems, and leave the job of capturing the paper as an image up to you. MCCi will sell you a system AND help get you started by scanning accumulated paper files into the system. Thus you can begin using the system right away, on a going forward basis.
6. **Because MCCi can handle even the largest size paper.** We have a scanner that handles maps, building plans, designs, and other types of large format documents.

7. **Because MCCi's Objective is:** To provide the best service for the best value, to be here today and here tomorrow, to do the job right!

Management & Client Support Team

Municipal Code Corporation has over 140 employees including the staff of MCCi. The following are key personnel in MCCi and their qualifications:

Donny Barstow: General Manager with a Management Information Systems B.S. from Florida State University. Donny has been employed with MCC since 2000 and is responsible for conferences, seminars, workshops, and one-on-one demonstrations of LaserFiche.

Jerry W. Harrell: Operations Manager. CompTIA Certified Document Imaging Architect (CDIA+) with an Organizational Management B.S. from Covenant College. Retired U. S. Army First Sergeant with 20 years in the Personnel Field; 12 years of experience in electronic document archival and storage; 7 years experience in document imaging and electronic publishing with MCC.

Bob Kinsey: IT Director. Network Administrator with a B.S. in Communications and Political Science from Florida State University. Bob has 3 years of experience designing and maintaining network environments and 4 years of experience in technical support and personal computers (software and hardware).

Cynthia Crosby: Service Bureau Manager. Cindy has been with MCC since 1999 and has 5 years experience in document imaging, indexing and electronic publishing. Cindy oversees the day-to-day operations of our Service Bureau and insures our customers receive a quality product.

Similar Engagements with other Corporate/Government Entities

MCCi has had extensive experience in providing Municipal Governments in the State of Florida and across the United States with document imaging services and software for over five years. To date we have over 150 customers and that number is growing daily.

MCCi has provided services over the past three years to many clients throughout the US. Below is MCCi's client listing for the State of Florida as well as five specific references. Other references may be provided upon request.

MCCI FLORIDA CLIENT LISTING

- Aventura - Service & System
- Avon Park- System
- Bal Harbour-Service
- Bartow- System
- Bay Harbor Islands-Service
- DeBary - Service & System
- Belleaire Bluffs-Service
- Broward Co - Service
- Business Communications Inc- System
- Callaway- System
- Clay Co Utility Authority - System
- Clewiston- System
- Cocoa- System
- Daytona Beach Shores-Service
- DeBary-Service
- Dellona*- Service & System
- DePuniak Springs - Service
- DOT -Service
- Florida League of Cities- System
- Freeport-Service
- Green Cove Springs-Service
- Gulfport-Service
- Hendry Co-System
- Hialeah Gardens-Service
- Hypoluxo-System
- Indian Creek Village-Service
- Indian Shores-Service
- Jackson County*-Service
- Lake City-Service
- Lighthouse Point-Service
- Newberry-Service
- Niceville-Service
- N. Redington Beach-Service
- Ocean Ridge- System
- Okeechobee- System
- Palm Beach*-Service
- Parkland-Service
- Sanford-System
- Satellite Beach - Service
- Sebastian-System
- Sebring - System
- Seminole- Service & System
- Southwest Ranches- System
- Temple Terrace - System
- Trenton-Service
- Valparaiso - Service
- Vero Beach-Service
- Winter Haven- System
- Winter Springs - System

MCCI CLIENT REFERENCES

City of Seminole
Beverly Brown - City Clerk
7464 Ridge Road
Seminole, FL 33772
727-391-0204
Provided document scanning services for City Clerk's & Building Departments documents integrated with LaserFiche on CD-ROM and Installation of LaserFiche Software for in house use in the City Clerk's Office.

City of Winter Haven
Sarah Lee Shumate - Record's Management Division Director
PO Box 2277
Winter Haven, FL
863-291-5627
Installation of LaserFiche Executive Software for in-house use in the City Clerk's Office.

City of Aventura, FL
Teresa Soroka
City Clerk
19200 West Country Club Dr.
Aventura, FL 33180
305-466-8901
Installation of LaserFiche United software for in-house use in the City Clerk's Office as well as backfile scanning services for the Building & Police Departments.

Florida League of Cities
Mr. Frank Hagy & Sherry Hilley
301 South Bronough Street
Tallahassee, FL 32301
1-800-616-1513
Installation of LaserFiche Enterprise Edition Software (Multiple Database) 25 User, SnapShot, Zone OCR & WebLink.

City of Sebastian, FL
Ms. Sally Maio
1225 Main Street
Sebastian, FL
772-589-5330
Installation of LaserFiche Team software for in-house use:
(1 Full User / 4 Retrieval Users) & SnapShot Plug In

Services & Pricing (Section A-C)

MCCi has provided pricing on a recommended solution for the Village in Section A. We have also provided general pricing for the Village to configure a customizable solution with various options in Section B. Section C provides general information on the LaserFiche Software.

SECTION A: RECOMMENDED SOLUTION:

**Please note the below costs are based upon MCCi's SNAPS II agreement. This agreement will expire in September 2004 and prices are subject to change after this date.*

SOFTWARE & SUPPORT

<input type="checkbox"/> LF Group Server Software (LaserFiche Team)	\$1,880
<input type="checkbox"/> LF Group Server Software Priority LSAP (annual support for above)	\$564
<input type="checkbox"/> 3 LF Full User @ \$ 470 each	\$1,410
<input type="checkbox"/> 3 LF Full User Priority LSAP (annual support for above) @ \$141 each	\$423
<input type="checkbox"/> 5 LF Retrieval Users @ \$188 each	\$940
<input type="checkbox"/> 5 LF Retrieval Users Priority LSAP (annual support for above) @ \$56 each	\$280
<input type="checkbox"/> LF 3 User SnapShot (imports documents from computer) @ \$94 each	\$282
<input type="checkbox"/> LF 3 User SnapShot LSAP (annual support for snapshot software) @ \$19 each	\$57
<input type="checkbox"/> LF 8 User E-Mail Plug In <i>*requires MAPI compatible e-mail system</i> @ \$75 each	\$600
<input type="checkbox"/> LF 8 User E-Mail Plug In LSAP @ \$15 each	\$120
<input type="checkbox"/> LF ScanConnect (require for each scanner purchased/utilized)	\$159
Total Software & Support	\$6,715

HARDWARE: *Hardware prices do fluctuate frequently. Pricing will be confirmed prior to order.*

<input type="checkbox"/> Scanner A: Fujitsu 4220C Scanner 25 ppm / Black/White & Color / 50 page ADF / ADF Maximum paper size 8 ½ x 14, USB Flatbed Maximum paper size 8 ½ x 11	\$1,600
<input type="checkbox"/> Fujitsu – Advanced Exchange fi-4120C Post Warranty - 1 yr.	\$110
<input type="checkbox"/> Scanner B: Fujitsu 4530C Sheetfed Scanner 35 ppm / Black/White & Color / 100 page ADF / Maximum paper size 11 " x 17", USB	\$2,959
<input type="checkbox"/> Fujitsu- Basic Onsite SVCAGR P&L 4530C 4hr resp 1yr	\$800
<input type="checkbox"/> Scanner C: Fujitsu fi-4340C, includes SCSI Card & Cable 40 ppm / Black/White & Color / Maximum paper size 8 ½" x 14" / 100 page ADF	\$3,954
<input type="checkbox"/> Fujitsu- Basic Onsite SVCAGR P&L 4340C 4hr resp 1yr	\$880
<input type="checkbox"/> Scanner D: Fujitsu 4097D, includes SCSI Card & Cable 50 ppm / Black & White / Maximum paper size 11.7" x 17" / 100 page ADF	\$5,375
<input type="checkbox"/> Fujitsu – Basic Onsite SVCAGR P&L 4097D 4 hr resp. 1 year	\$880
<input type="checkbox"/> Scanner E: Fujitsu 5750C Flatbed scanner, requires SCSI Card & Cable 55 ppm / Black/White & Color / Duplex / Maximum paper size 12" x 18" / Rotatable 200 page ADF	\$6,769
<input type="checkbox"/> Fujitsu – Basic Onsite SVCAGR P&L 5750C 4 hr resp. 1 year	\$1,246

INSTALLATION, & TRAINING

<input checked="" type="checkbox"/> 2 days Installation & Training of software, 8-hour day or less, additional hours \$113 each	\$1,880
<input checked="" type="checkbox"/> Personalized Professional Services & Support Package (PPSSP) 10 hours annually:	\$1,130
<i>*Additional hours will be billed at \$113 each, travel expenses for onsite visits not included</i>	

PAYMENT

Payment will be due upon receipt of an invoice. This project will be invoiced when shipped.

Total Costs with Scanner A (excluding extended scanner warranty)	\$11,325
Total Costs with Scanner B (excluding extended scanner warranty)	\$12,684
Total Costs with Scanner C (excluding extended scanner warranty)	\$13,679
Total Costs with Scanner D (excluding extended scanner warranty)	\$15,100
Total Costs with Scanner E (excluding extended scanner warranty)	\$16,494

SECTION B: CUSTOMIZABLE SOLUTION & OPTIONS:

**Please note the below costs are based upon MCCi's SNAPS II agreement. This agreement will expire in September 2004 and prices are subject to change after this date.*

SERVER SOFTWARE & SUPPORT

- LF Standard Server (LaserFiche United: MS SQL Version, requires the City own/purchase MS SQL) \$5,640
- LF Standard Server Priority LSAP \$1,692

OR

- LF Group Server Software (LaserFiche Team: MSDE Version) \$1,880
- LF Group Server Software Priority LSAP (annual support for above) \$564

USER LICENSING & SUPPORT

- _____ LF Full User (\$470 each) \$ _____
- _____ LF Full User Priority LSAP (\$141 each) \$ _____

**When purchasing additional full users please keep in mind that additional E-mail Plug In Licenses are required and additional SnapShot Plug In Licenses are required to be purchased at cost below.*

- _____ LF Retrieval User (\$188 each) \$ _____
- _____ LF Retrieval User Priority LSAP (\$56 each) \$ _____

**When purchasing additional retrieval users please keep in mind that additional E-mail Plug In Licenses are required to be purchased at price below.*

- _____ LF User SnapShot (\$94 each) **imports documents from computer* \$ _____
- _____ LF User SnapShot LSAP (\$19 each) **imports documents from computer* \$ _____
- _____ LF User E-Mail Plug In (\$75 each) **requires MAPI compatible e-mail* \$ _____
- _____ LF User E-Mail Plug In LSAP (\$15 each) **requires MAPI compatible e-mail* \$ _____

OPTIONAL SOFTWARE & SUPPORT

- LF Plus Plug In **CD publishing* \$3,567
- LF Plus Plug In LSAP \$1,495
- LF Import Agent \$1,495
- LF Import Agent LAP \$390
- LF WebLink **Web publishing* \$7,515
- LF WebLink Priority LSAP \$2,247
- LF Basic Audit Trail **Administrative Monitoring* \$4,695
- LF Basic Audit Trail LSAP \$1,401

SCANNING HARDWARE & SOFTWARE

- _____ LF ScanConnect (required for each scanner purchased/utilized) @ \$159 each \$ _____
- Scanner B: Fujitsu 4220C Scanner \$1,600
25 ppm / Black/White & Color / 50 page ADF / ADF Maximum paper size 8 1/2 x 14, USB
Flatbed Maximum paper size 8 1/2 x 11
 - Fujitsu - Advanced Exchange fi-4120C Post Warranty - 1 yr. \$110
- Scanner C: Fujitsu 4530C Sheetfed Scanner \$2,959
35 ppm / Black/White & Color / 100 page ADF / Maximum paper size 11 " x 17", USB
 - Fujitsu- Basic Onsite SVCAGR P&L 4530C 4hr resp 1yr \$800
- Scanner D: Fujitsu fi-4340C, includes SCSI Card & Cable \$3,954
40 ppm / Black/White & Color / Maximum paper size 8 1/2" x 14" / 100 page ADF
 - Fujitsu- Basic Onsite SVCAGR P&L 4340C 4hr resp 1yr \$880

- | | |
|-----------------------------------------------------------------------------------------------|---------|
| <input type="checkbox"/> Scanner E: Fujitsu 4097D, includes SCSI Card & Cable | \$5,375 |
| 50 ppm / Black & White / Maximum paper size 11.7" x 17" / 100 page ADF | |
| <input type="checkbox"/> Fujitsu -- Basic Onsite SVCAGR P&L 4097D 4 hr resp. 1 year | \$880 |
|
 | |
| <input type="checkbox"/> Scanner F: Fujitsu 5750C Flatbed scanner, requires SCSI Card & Cable | \$6,769 |
| 55 ppm / Black/White & Color / Duplex / Maximum paper size 12" x 18" / Rotatable 200 page ADF | |
| <input type="checkbox"/> Fujitsu -- Basic Onsite SVCAGR P&L 5750C 4 hr resp. 1 year | \$1,246 |

INSTALLATION, TRAINING & SUPPORT SERVICES, the below prices do not include travel expenses

- | | |
|--------------------------------------------------------------------------------------------------------------------------|----------------|
| <input checked="" type="checkbox"/> Installation & Training of software, 8-hour day or less, additional hours \$113 each | \$940 |
| <input checked="" type="checkbox"/> Personalized Professional Services & Support Package (PPSSP) | \$113 per hour |

SECTION C: GENERAL INFORMATION ON LASERFICHE SOFTWARE

MCCi will provide the LaserFiche Software, a full-featured version of LaserFiche. This software is a records repository allowing storage, retrieval and imaging of all documents. Capabilities include an intuitive browse window, index cards, full-text indexing, keyword template search, fuzzy word search, and virtually unlimited folders, giving users access to any document instantly. LaserFiche provides a truly concurrent licensing structure. Instead of purchasing a license for every computer with LaserFiche installed, licenses can be purchased to suit the needs of the number of people enterprise-wide that will use LaserFiche. The number of licenses purchased equals the number of concurrent users of LaserFiche. For example the 12 Retrieval users could be installed on 20 different PCs but only 12 of them could access the system simultaneously. A list of system features is enclosed.

LASERFICHE TEAM: LaserFiche Team is a MSDE (Microsoft Data Engine) version of LaserFiche and comes with one MSDE database with a capacity of 1,000,000 documents. The MSDE version is suitable for small system installations. With this package you can choose the number of full users and retrieval users. LaserFiche Team is upgradeable to LaserFiche United (MS SQL).

LASERFICHE UNITED: LaserFiche United unites document imaging and management applications using the MS SQL Server platform. With LaserFiche United the Client is required to purchase the MS SQL database in addition to the LaserFiche Application. This can be purchased by the organization, or pricing can be supplied by MCC.

HARDWARE REQUIREMENTS: MCCi will provide necessary consultation as to the compatibility of current hardware with the LaserFiche system. Changes and recommendations will be made at the time of consultation. See system requirements below. Please keep in mind that these are the minimum system requirements. All scanners also require the ScanConnect Software, which is quoted below.

CLIENT REQUIREMENTS

Operating System: Windows 98, Windows NT (service pack 5 or higher), Windows 2000 or XP
CPU: Pentium II 400 MHz processor or faster
Memory: 64 MB RAM; Communications: TCP/IP
Web browser: Internet Explorer 4 or higher

SERVER REQUIREMENTS

Operating System: Windows NT (service pack 5 or higher) or Windows 2000
CPU: Pentium III 700 MHz processor or faster
Memory: 128 MB RAM minimum; 1 MB per additional user
Communications: TCP/IP
FOR LF UNITED VERSION ONLY: Database Engine: MS SQL Server 2000 or MS SQL Server 7 (service pack 3 or higher)

WEBLINK REQUIREMENTS

Operating System: Windows 2000 with Internet Information Service 5.0
CPU: Pentium III 650 MHz processor
Memory: 256 MB RAM

SOFTWARE FEATURES:

Capture

- Scan paper documents with a wide variety of scanners
- Use hybrid and specialized capture devices such as copier-scanners and microfilm scanners with Universal Capture
- Auto-name documents while scanning
- Scan multiple pages into batches for later processing
- Scan additional pages into existing documents
- ScanFix® image adjustments: Deskew, Noise Removal, Line Removal, Inverse Text Correction, Font Smoothing, Cropping and Rotation
- Automatically separate documents with the LaserFiche Bar Code.
- Archive all Windows-based files including images, text, spreadsheets, movies, AutoCAD and sound files
- Import electronic documents and directories with drag-and-drop ease
- Import documents and folders via briefcase files
- Import large numbers of documents via portable volumes
- Convert electronic documents to non-proprietary TIFF images and ASCII text with LaserFiche Snapshot
- Location of document data is fully configurable and can be stored on any network volume.
- Portable volumes allow additive synchronization with other databases
- Full support for rewritable, read-only, removable or fixed volumes
- Manage and migrate data across multiple volumes

Indexing

- Use index cards to assign database fields to documents
- Create different index card templates for distinct document types
- Color-coding distinguishes document types
- Reassign or update index cards or index fields at any time
- Drop-down lists available to standardize index entries

- Automatically index documents with LaserFiche Bar Code
- Process immediately or in batches
- Supports OCR from multiple workstations simultaneously
- Supports multiple languages: Spanish, Portuguese, German, French, Italian, Dutch, Swedish and Norwegian
- Process forms and populate index fields with LaserFiche Zone OCR
- Intuitive folder tree makes document organization easy and flexible
- Display document names, index fields and volume information
- Public and private folders can be set up to allow document sharing, mail folders and ad hoc workflow
- Highlight text and images
- Place sticky-notes on text and images
- Stamp images with customized or pre-defined graphics
- All annotations are image overlays and do not modify the original document
- View images, text, thumbnails or index fields side-by-side
- Display black and white, color or grayscale images
- Rename and reorganize document files
- Edit text files created by OCR
- Easy zoom with magnification up to 100 times
- Full panning, rotation and contrast support

Search & Retrieval

- Index field searches are fast and precise
- Full-text searches cover the entire database
- Fuzzy logic searches find documents with misspelled words or OCR errors
- Proximity searches locate search terms in context
- Perform name searches by document, batch or folder
- Combine index field and full-text searches with any name search
- Search words are highlighted to show precise location within document
- Search results can be saved in folders for quick referencing and easy access
- Lines of context display how the word or phrase is used without retrieving the entire document

Distribution

- Print and fax archived documents
- Print zoomed-in portions of documents
- E-mail archived documents
- Universal access with standard Web browsers with WebLink
- Secure architecture protects core database
- ASP and COM technology simplify customization and integration
- Archive on non-erasable media
- Distribute documents on royalty-free CDs
- Built-in search engine provides access on any PC
- Simplify disaster recovery planning
- Easily model work processes with intuitive graphical interface
- Automate paper movement with rules-based routing
- Maintain productivity with automated notifications
- Improve accountability with Advanced Audit Trail
- Allows ad-hoc participation in workflow environment
- Transfer documents and folders via briefcase files
- Transfer large numbers of documents via portable volumes

Security

- Storage and security measures compliant with SEC records retention rules
- Feature rights control access to functions such as scanning, editing fields, printing, searching, deleting, etc.
- Access rights control access to folders and documents
- Access and feature rights definable by both users and groups
- Security can be set explicitly or through inheritance
- Redactions protect sensitive portions of documents
- Track document activity with the Audit Trail and Advanced Audit Trail
- Flexible security can be controlled centrally or delegated to department heads

Excised Appendix A

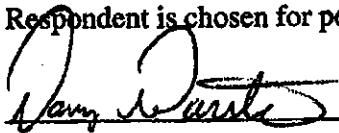
APPENDIX A

RESPONDENT WARRANTIES

- A. Respondent warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-State of Florida) corporations.
- B. Respondent warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.
- D. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.
- E. **CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:**

Respondent warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Respondent has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Respondent warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Respondent acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Respondent, if the Respondent is chosen for performance of the contract.

Signature of Official: _____



Name (typed): Donny Barstow

Title: General Manager

Respondent: MCCI

Date: 4/21/2004

APPENDIX B

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

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

1. This sworn statement is submitted to the VILLAGE OF PALMETTO BAY,
FLORIDA by Donny Barstow, General Manager

for MCCi

whose business address is: 1700 Capital Circle SW

Tallahassee, FL 32316

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

33-1069950 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement - S.S.

_____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea or guilty or nab contenders.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime;
or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of

equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any State or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered
In the presence of

Jay Creel

By: [Signature]
Donny Barstow
(Printed Name)
General Manager
(Title)

ACKNOWLEDGMENT

State of Florida
County of Leon

On this 19th day of April, 2004, before me, the undersigned Notary Public of the State of Florida personally appeared Shirley Bass Hines and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC
SEAL OF OFFICE:



Shirley Bass Hines
NOTARY PUBLIC, STATE OF FLORIDA

Shirley Bass Hines
(Name of Notary Public: Print, Stamp or Type as Canceled.)

Personally known to me, or
 Produced identification:

(Type of Identification Produced)

APPENDIX C
NON-COLLUSIVE AFFIDAVIT

State of Florida

SS:

County of Leon

Donny Barstow

being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

MCCI the Respondent that has submitted the attached Proposal;

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

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

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

Signed, sealed and delivered

In the presence of

Jay Ceel

By: 

Donny Barstow
(Printed Name)

General Manager
(Title)

ACKNOWLEDGMENT

State of Florida

County of Leon

On this 19th day of April, 2004, before me, the undersigned Notary Public of the State of Florida personally appeared Shirley Bass Hines and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Shirley Bass Hines
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



Shirley Bass Hines
(Name of Notary Public: Print, Stamp or Type as Counciled.)
 Personally known to me, or
 Produced identification:

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

TAB 14



MEMORANDUM

To: Honorable Mayor, & Town Council
From: Steven J. Alexander, Town Manager
Date: September 6, 2006
Re: KEVLAR BALISTIC SHIELD - POLICE

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR A POLICE KEVLAR BALISTIC SHIELD; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the initial start-up of the Town, staff has identified the need for a kevlar ballistic shield for the Police Department.

In accordance with Section 3.10 of the Town Charter, the Town Manager hereby recommends to the Town Council that it is impracticable to formally competitively bid this issue because of the immediate need to procure said equipment and the fact that the County has already done so and the Town has the ability to 'piggyback' on that contract. Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for item through a formal Request for Proposal due to the typical three month minimum time required for such formal process however, staff will solicit competitive quotations for this item. The Manager has determined that it is advisable to acquire this equipment, at a reasonable cost to be determined by the Manager, **not to exceed \$2,000**.

Funds for these activities are available within the Town Budget.

RECOMMENDATION

My recommendation is that, subject to the provisions of the Town Charter cited above, formal competitive bidding be waived upon a 4/5 vote of the Town Council, and that the Town Manager be authorized to procure these items.

RESOLUTION 06-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; APPROVING THE PURCHASE OF A BALLISTIC ENTRY SHIELD WITH LIGHT FROM FIRST CHOICE ARMOR AS THE SOLE SOURCE VENDOR; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PURCHASE, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") Police Department requires a ballistic entry shield with light to effectively serve and protect residents of the Town and has received a price quote from First Choice Armor (the "Vendor") for said item; and

WHEREAS, the Vendor is the sole source provider for said goods; and

WHEREAS, in accordance with the provisions of Town Charter Section 3.10, the Town Manager has stated in writing and the Town Council has determined that it is impracticable and not advantageous to solicit competitive bids or proposals for such item because it is available only from a single source.

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

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

Section 2. Authorization. The Town Manager is hereby authorized to execute a contract with First Choice Armor for the purchase of a ballistic entry shield with light in an amount not to exceed \$2,000, and the Town Council hereby waives competitive bidding pursuant to Town Charter Section 3.10, to the extent applicable to the purchase of such items.

Section 3. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the purchase.

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

PASSED and ADOPTED this ____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF THE
TOWN OF CUTLER BAY ONLY:

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

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edwards P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____


Councilmember Ernest N. Sochin _____

Eddie

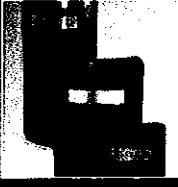


[About Us](#) |
 [Ballistics](#) |
 [Manufacturers](#) |
 [Distributors](#) |
 [The Latest](#) |
 [Contact Us](#)

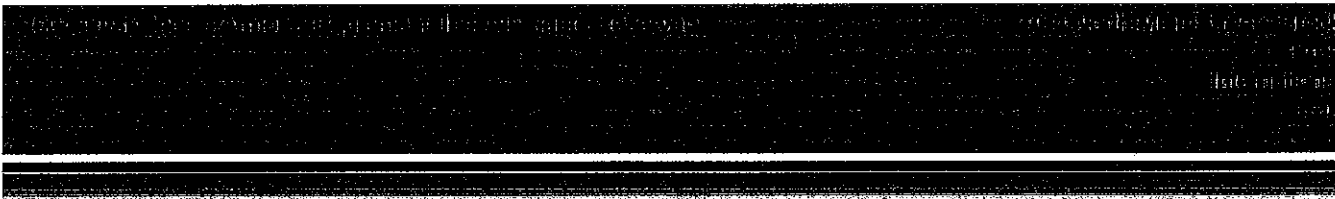
CLICK ON IMAGE TO VIEW PRODUCT



BALLISTIC ENTRY SHIELDS w/LIGHT



BALLISTIC ENTRY SHIELDS



764 NORTH MAIN ST
 BROCKTON, MA. 02301
 1800-882-7667

EDDIE GOUNER

Features:

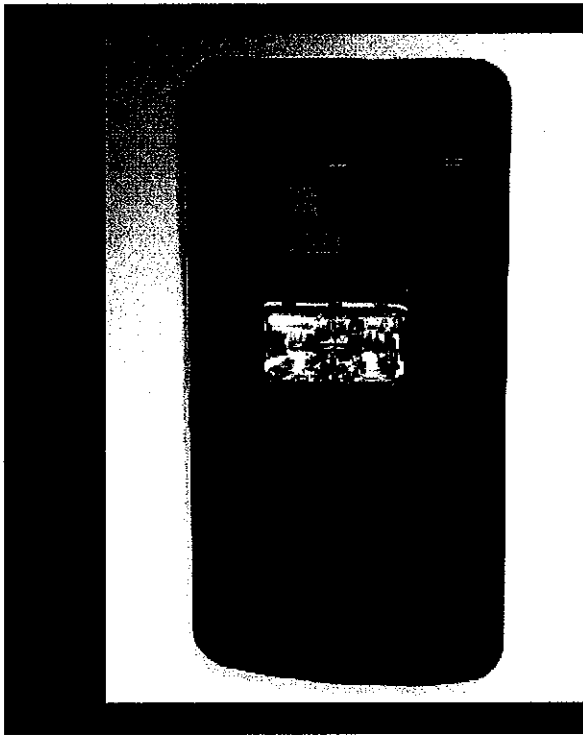
- Ballistic vision port 4" x 16"
- Arm padding
- Retention straps
- Multiple hit

Options:

- Ballistic Shields: Level IIIA Level III
- Available: 20" x 34", 24" x 36" 24" x 48" →



+ LIGHT



TAB 15



MEMORANDUM

To: Honorable Mayor, & Town Council

From: Steven J. Alexander, Town Manager

Date: September 6, 2006

Re: Police Office Furnishings

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO POLICE OFFICE FURNITURE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A LEASE/PURCHASE AGREEMENT FOR THE TOWN HALL/POLICE DEPARTMENT FURNISHINGS FROM J.C. WHITE QUALITY OFFICE FURNITURE, AND ITS FINANCE PARTNER FOR A COST NOT TO EXCEED \$100,000; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

In March of 2006, staff began the process of furnishing the office space located at 10720 Caribbean Boulevard. J.C. White Quality Office Furniture came to our attention through a State contract; in addition, J.C. White is the furniture supplier for the Village of Pinecrest, the U.S. Federal Courts, Mercy Hospital, Village of Palmetto Bay, and other large government entities and organizations. We contacted J.C. White and have established the attached floor plan. J.C. White is the same firm that supplied our first phase of office furnishing and equipment for our administrative offices.

An initial proposal in the amount of approximately \$100,000 was received.

RECOMMENDATION

It is neither practical nor advantageous for the Town to use formal competitive bidding procedures for the acquisition of essential interim personnel and services needed immediately and that, subject to the provisions of Section 3.10 of the Town Charter, that formal competitive bidding be waived for the following interim services and that the selection of the services be based on the recommendation of the relevant Council member upon 4/5 vote of the Town Council:

My recommendation is that formal competitive bidding be waived, and that the Town Manager be authorized to contract with J.C. White Quality Office Furniture to provide all of this equipment. Further I recommend that the Town Council approve the proposed resolution and authorize staff to enter into an agreement that is substantially similar in its terms and conditions as the proposal

Memo to Council re: police/office furniture purchases
September 6, 2006
Page 2 of 2

which is annexed to the resolution or if it is the will of the Council as part of the motion approving this item, to secure a financing agreement with an established financial institution at a competitive rate for a period not to exceed 36 months.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; RELATING TO OFFICE FURNITURE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A LEASE/PURCHASE AGREEMENT FOR THE POLICE/ADMINISTRATIVE OFFICES FROM J.C. WHITE QUALITY OFFICE FURNITURE, AND ITS FINANCE PARTNER FOR A COST NOT TO EXCEED \$100,000; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay entered into a lease agreement for office space for a Town Hall located at 10720 Caribbean Blvd. Cutler Bay; and

WHEREAS, the facility requires complete furnishings, including desks, filing cabinets, chairs, and other items in order for the staff and Council to operate the day-to-day activities of the Town; and

WHEREAS, in accordance with the provisions of Town Charter Section 3.10, the Town Manager has stated in writing and the Town Council has determined that it is impracticable to solicit competitive bids or proposals for such services.

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

Section 1. The Town Manager is authorized to enter into a lease/purchase agreement for office furnishings from J.C. White and its financing partner if applicable, for a cost not to exceed \$100,000 that is substantially similar in its terms and conditions as the proposal which is annexed to this resolution.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____



CUTLER BAY POLICE UPDATE 8-24-2006
 Cutler Bay Police
 UPDATE 08-24.sif

08-25-2006
 11:13:43

Rec#	Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1			Generic			
Tag2				Options		
Tag3				Option Description		
1	HAS	6	X640-0140	X99,SEMINAR CHAIR,FAB/MESH,FXD ARM,HARD CASTERS	335.52	2013.12
			X9	() ,3A- 018 ,M0- 0BL (2) ,TR- 0LE		
			CHIEF COMMANDER	STANDARD VERSION TELLURE GRADE A/1 BLACK SEATING FABRIC - MESH - X99 BLACK TRIM SURFACE 3 SURFACE 3 METALLIC SILVER		
2	JCW	1	APEX 901	APEX TASK CHAIR	258.90	258.90
			CHIEF COMMANDER	BLACK		
3	PCG	1	EC1000WM	Wire Manager	72.75	72.75
			CONFERENCE			
4	HAS	8	X640-0140	X99,SEMINAR CHAIR,FAB/MESH,FXD ARM,HARD CASTERS	335.52	2684.16
			X9	,3A- 018 ,M0- 0BL (2) ,TR- 0LE		
			CONFERENCE	TELLURE GRADE A/1 BLACK SEATING FABRIC - MESH - X99 BLACK TRIM SURFACE 3 SURFACE 3 METALLIC SILVER		
5	JCW	1	LABOR	LABOR TO CUT AND INSTALL CONFERENCE TABLE FOR PORT	125.00	125.00
			CONFERENCE			
6	DVO	1	DK0550N	LOW STORAGE UNIT W/ WOOD DOORS DELLA DAK	762.73	762.73
			CONFERENCE	N WALNUT		



CUTLER BAY POLICE UPDATE 8-24-2006
 Cutler Bay Police
 UPDATE 08-24.sif

08-25-2006
 11:13:43

Rec#	Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1			Generic			
Tag2				Options		
Tag3				Option Description		
7	DVO	1	DK0303NH	CONFERENCE TABLE 152" X 81" (2) DK0201 AND (2) DK2006	2118.20	2118.20
			CONFERENCE	N WALNUT		
8	JCW	1	EC3000WP	Worksurface Power, w/ 2 Outlets, RJ11 & RJ45	202.50	202.50
			CONFERENCE	S STOCK Silver		
9	HAF	10	VPAH-24	V SERIES,PEDESTAL,B/B/F,ATTACHED,PTD FRT 24D	177.75	1777.50
			GIU/SGT	VS .TR- 00R ,LR- 0BP SURFACE 1 BEIGE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE)		
10	HAW	10	UESN-0836-PM	UPPER STORAGE,UNIGROUP,STD MT SHELF,SQ END PNL 36"	75.60	756.00
			GIU/SGT	CA (PM) ,TR- 00R PAINTED,ON-MODULAR SURFACE 1 BEIGE		
11	HAW	10	WUCR-3636- LJSAN44	CORNER,90DEG WRAP-AROUND WORKSURFACE 36 X 36	159.60	1596.00
			GIU/SGT	CA (LJSAN44) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD,WRWY,NHND,24,24 LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE		
12	HAW	3	BFM-1-B	BASE FEED MODULE,HARDWIRE	66.80	200.40
			GIU/SGT	AA (B) POWER BASE		



CUTLER BAY POLICE UPDATE 8-24-2006
 Cutler Bay Police
 UPDATE 08-24.sif

08-25-2006
 11:13:43

Rec#Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1		Generic			
Tag2			Options		
Tag3			Option Description		
13 HAW 1		E2CC-90-4 AC	TOP CAP,4-WAY	13.20	13.20
GIU/SGT			(4) ,TR- 00G FOUR-WAY SURFACE 1 GREY TONE		
14 HAE 10		M221-1041 JA	HB SYNC,PNEU,W/O ARMS,HARD CASTERS,W/BACK LOCK	362.88	3628.80
GIU/SGT			() ,3F- 002 ,TR- 00F STANDARD VERSION INTERVAL GRADE A/1 POLARIS SURFACE 2 BLACK		
15 HAW 15		E2MN-262-B AC	MONO PANEL,SQ TOP CAP,NO- POWER,24"W X 62"H	192.00	2880.00
GIU/SGT			(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
16 HAW 20		ZEBD-1600-PP CA	CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD ,16.5"D	30.00	600.00
GIU/SGT			(PP) PAINTED,PAIR		
17 HAT 10		WURA-2436-LJSA CA	RECT WORKSURFACE 24D X 36W	91.60	916.00
GIU/SGT			(LJSA) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD CORE,WWIREWAY LAMINATE, WHEAT GRAIN LAMINATE/T-MOLD BEIGE		



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Rec#Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1		Generic			
Tag2			Options		
Tag3			Option Description		
18	HAW 10	E2MN-362-B AC	MONO PANEL,SQ TOP CAP,NO- POWER,36"W X 62"H	238.00	2380.00
GIU/SGT			(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
19	HAW 10	HTB-3605 BA	TACKSTRIP 36" X 5"	46.80	468.00
GIU/SGT			() ,FZ- 004 FOR ACOUSTICAL PANEL SYS FABRIC - IOWA GRADE A TRAPPERS BAY		
20	HAW 10	WURW-2436-LJSA CA	RECT INVERSE SWELL WORKSURFACE 24D X 36W	98.80	988.00
GIU/SGT			(LJSA) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD CORE,W/WIREWAY LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE		
21	HAT 6	ZEBA-0000-PR CA	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES	5.20	31.20
GIU/SGT			(PR) PAINTED,RIGHT HAND		
22	HAT 4	ZEBA-0000-PL CA	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES	5.20	20.80
GIU/SGT			(PL) PAINTED,LEFT HAND		
23	HAW 10	E2PS-62 AC	180DEG FINISH POST,PAINTED,62"H	27.60	276.00
GIU/SGT			() ,TR- 00G ,TR- 00G ,TR- 00G STANDARD VERSION SURFACE 1 GREY TONE SURFACE 2 GREY TONE SURFACE 3 GREY TONE		



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Rec#Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1		Generic			
Tag2			Options		
Tag3			Option Description		
24	HAW 6	E2PC-62 AC	90DEG FINISH POST,PAINTED,62"H	28.80	172.80
GIU/SGT			() ,TR- 00G ,TR- 00G ,TR- 00G STANDARD VERSION SURFACE 1 GREY TONE SURFACE 2 GREY TONE SURFACE 3 GREY TONE		
25	HAW 22	E2MP-362-B AC	MONO PANEL,SQ TOP CAP,W/POWER,36"W X 62"H	296.00	6512.00
GIU/SGT			(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
26	HAW 10	LUTS-0030-16UEP CA	ADAPTABLE TASK LIGHT 30" WIDE	65.20	652.00
GIU/SGT			(16UEP) 6FT CORD,PRISMATIC LENS		
27	HAW 10	ZEBR-0000-PN CA	BRACKET,UNIGROUP/TOO/PLACES,REAR- CORNER	5.20	52.00
GIU/SGT			(PN) PAINTED,NON-HANDED		
28	HAW 1	E2MP-262-B AC	MONO PANEL,SQ TOP CAP,W/POWER,24"W X 62"H	250.00	250.00
GIU/SGT			(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		



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Tag1			Generic			
Tag2				Options		
Tag3				Option Description		
29	HAW	6	ZEBD-1600-PL	CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD .16.5"D	16.00	96.00
			CA	(PL) PAINTED,LEFT HAND		
	GIU/SGT					
30	HAW	4	ZEBD-1600-PR	CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD .16.5"D	16.00	64.00
			CA	(PR) PAINTED,RIGHT HAND		
	GIU/SGT					
31	HAW	10	UEFS-1636-PML	UPPER STORAGE,UNIGROUP,FD STD MT,SQUARE DOOR 36"	206.80	2068.00
			CA	(PML) ,TR- 00R ,TR- 00R ,LR- 0BP PAINTED DOOR,ON-MOD,LOCKING SURFACE 1 BEIGE SURFACE 2 BEIGE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE)		
	GIU/SGT					
32	HAS	4	X640-0140	X99,SEMINAR CHAIR,FAB/MESH,FXD ARM,HARD CASTERS	335.52	1342.08
			X9	() ,3A- 018 ,M0- 0BL (2) ,TR- 0LE STANDARD VERSION TELLURE GRADE A/1 BLACK SEATING FABRIC - MESH - X99 BLACK TRIM SURFACE 3 SURFACE 3 METALLIC SILVER		
	LIEUTENANT					
33	JCW	2	APEX 901	APEX TASK CHAIR	258.90	517.80
				BLACK		
	LIEUTENANT					
34	HAW	3	E2PC-62	90DEG FINISH POST,PAINTED,62"H	28.80	86.40
			AC	() ,TR- 00G ,TR- 00G ,TR- 00G STANDARD VERSION SURFACE 1 GREY TONE SURFACE 2 GREY TONE SURFACE 3 GREY TONE		
	PRJ					



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Rec#	Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
35	HAW	6	E2MP-346-B	MONO PANEL,SQ TOP CAP,W/POWER,36"W X 46"H	276.00	1656.00
			AC	(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
				PRJ		
36	HAT	2	ZEBA-0000-PL	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES	5.20	10.40
			CA	(PL) PAINTED,LEFT HAND		
				PRJ		
37	HAW	1	E2MP-462-B	MONO PANEL,SQ TOP CAP,W/POWER,48"W X 62"H	327.20	327.20
			AC	(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
				PRJ		
38	HAW	3	E2PC-46	90DEG FINISH POST,PAINTED,46"H	28.00	84.00
			AC	() ,TR- 00G ,TR- 00G ,TR- 00G STANDARD VERSION SURFACE 1 GREY TONE SURFACE 2 GREY TONE SURFACE 3 GREY TONE		
				PRJ		
39	HSG	2	4315	4300 Series, Drft Stool,Swvl,Back Flex,Fixed Arms	251.04	502.08
				.@ \$(4) .BI 90 .C CASTER: (Standard) GRADE: IV UPHOLSTERY UPH: Impressions COLOR: Indigo FRAME: Titanium		
				PRJ		



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Tag1			Generic			
Tag2				Options		
Tag3				Option Description		
40	HAW	4	HTB-3605 BA	TACKSTRIP 36" X 5"	46.80	187.20
PRJ				(),FZ- 004 FOR ACOUSTICAL PANEL SYS FABRIC - IOWA GRADE A TRAPPERS BAY		
41	HAT	1	ZEBA-0000-PR CA	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES	5.20	5.20
PRJ				(PR) PAINTED,RIGHT HAND		
42	HAW	2	PRD-3-B AA	DUPLEX RECEPTACLES (BOX OF 6)	48.00	96.00
PRJ				(B) ,TR- 00G POWER BASE SURFACE 1 GRAY TONE		
43	HAT	4	ZEBR-0000-PN CA	BRACKET,UNIGROUP/TOO/PLACES,REAR- CORNER	5.20	20.80
PRJ				(PN) PAINTED,NON-HANDED		
44	HAW	6	E2MN-346-B AC	MONO PANEL,SQ TOP CAP,NO- POWER,36"W X 46"H	218.00	1308.00
PRJ				(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
45	HAW	2	E2MN-262-B AC	MONO PANEL,SQ TOP CAP,NO- POWER,24"W X 62"H	192.00	384.00
PRJ				(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		



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Tag1			Generic			
Taq2				Options		
Tag3				Option Description		
46	HAJ	4	LSET-3 HA	STANDARD LOCK PLUG & KEY LOCK SET (QTY 3)	0.00	0.00
PRJ				.LX- 0BP LOCK COLOR CHROME		
47	HAW	6	ZEFS-2400-LNEJ CA	SUPPORT PNL,WS,,UNIGROUP/TOO/PLACES,24"D	110.00	660.00
PRJ				(LNEJ) ,0H- 034 ,HP- 034 LAM,NON-HND,PNL MNTD,LAM EDGB LAMINATE BEIGE LAMINATE/T-MOLD BEIGE		
48	HAW	4	WURW-2436-LJSA CA	RECT INVERSE SWELL WORKSURFACE 24D X 36W	98.80	395.20
PRJ				(LJSA) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD CORE,WWIREWAY LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE		
49	HAT	1	LUTS-0042-16UEP CA	ADAPTABLE TASK LIGHT 42" WIDE	70.80	70.80
PRJ				(16UEP) 6FT CORD,PRISMATIC LENS		
50	HAT	1	UEFS-1648-PML CA	UPPER STORAGE,UNIGROUP,FD STD MT,SQUARE DOOR 48"	221.20	221.20
PRJ				(PML) ,TR- 00R ,TR- 00R ,LR- 0BP PAINTED DOOR,ON-MOD,LOCKING SURFACE 1 BEIGE SURFACE 2 BEIGE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE)		
51	HAW	4	BFM-1-B AA	BASE FEED MODULE,HARDWIRE	66.80	267.20
PRJ				(B) POWER BASE		



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Rec#	Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1			Generic			
Tag2				Options		
Tag3				Option Description		
52	JCW	4	APEX 901	APEX TASK CHAIR	258.90	1035.60
PRJ				BLACK		
53	HAW	1	WURA-2448-LJSA	RECT WORKSURFACE 24D X 48W	128.80	128.80
PRJ			CA	(LJSA) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD CORE,WWIREWAY LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE		
54	HAW	8	ZEBD-1600-PP	CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD ,16.5"D	30.00	240.00
PRJ			CA	(PP) PAINTED,PAIR		
55	HAT	3	UESY-0436-PM	UPPER STORAGE,UNIGROUP,STD MT SHELF,ACCY MINI 36"	68.80	206.40
PRJ			CA	(PM) ,TR- 00R ,TR- 00R PAINTED,ON-MODULAR SURFACE 1 BEIGE SURFACE 2 BEIGE		
56	HAW	1	PRDI-5-B	POWER RECEPTACLE - IGR DUPLEX (BOX OF 6)	50.40	50.40
PRJ			AA	(B) ,TR- 00G POWER BASE SURFACE 1 GRAY TONE		
57	HAT	3	WURA-2436-LJSA	RECT WORKSURFACE 24D X 36W	91.60	274.80
PRJ			CA	(LJSA) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD CORE,WWIREWAY LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE		



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Tag1			Generic			
Tag2				Options		
Tag3				Option Description		
58	HAW	4	WUCR-3636-LJSAN44 CA	CORNER,90DEG WRAP-AROUND WORKSURFACE 36 X 36	159.60	638.40
PRJ				(LJSAN44) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD,WRWY,NHND,24,24 LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE		
59	HAW	1	UESN-0836-PM CA	UPPER STORAGE,UNIGROUP,STD MT SHELF,SQ END PNL 36"	75.60	75.60
PRJ				(PM) ,TR- 00R PAINTED,ON-MODULAR SURFACE 1 BEIGE		
60	HAW	1	E2MN-362-B AC	MONO PANEL,SQ TOP CAP,NO-POWER,36"W X 62"H	238.00	238.00
PRJ				(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
61	HAW	2	E2MP-362-B AC	MONO PANEL,SQ TOP CAP,W/POWER,36"W X 62"H	296.00	592.00
PRJ				(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
62	HAF	4	VPAH-24 VS	V SERIES,PEDESTAL,B/B/F,ATTACHED,PTD FRT 24D	177.75	711.00
PRJ				,TR- 00R ,LR- 0BP SURFACE 1 BEIGE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE)		



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Rec#	Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
63	HSG	1	4041	4041 Polymer Seat & Back 4 Chairs Per Carton	201.60	201.60
RECEPTION				.83 COLOR: Blue Violet 83		
64	HSC	10	9185N	36W 5-Drawer "N" Pull Lateral 64-1/4H 18D wo/Posti	612.00	6120.00
RECORDS				.E PAINT: Taupe		
65	HAE	12	M221-1041	HB SYNC,PNEU,W/O ARMS,HARD CASTERS,W/BACK LOCK	362.88	4354.56
ROLL CALL				JA () ,3F- 002 ,TR- 00F STANDARD VERSION INTERVAL GRADE A/1 POLARIS SURFACE 2 BLACK		
66	HAW	3	E2MP-362-B	MONO PANEL,SQ TOP CAP,W/POWER,36"W X 62"H	296.00	888.00
SECRETARY				AC (B) ,FZ- 004 ,FZ- 004 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A TRAPPERS BAY SYS FABRIC - IOWA GRADE A TRAPPERS BAY SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
67	HAW	1	BFM-1-B	BASE FEED MODULE,HARDWIRE	66.80	66.80
SECRETARY				AA (B) POWER BASE		
68	HAW	1	Z2BT-0000-PNE	COUNTERTOP BRKT,UNIGROUP TOO,FOR STEEL TOP CAP	11.60	11.60
SECRETARY				CA (PNE) ,TR- 00R PAINTED,NON-HND,PANEL ATTACHED SURFACE 1 BEIGE		



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Tag1			Generic			
Tag2				Options		
Tag3				Option Description		
69	HAW	1	WUTS-1248-LJSC CA	COUNTERTOP 12D X 48W (LJSC) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD CORE,NO WIREWAY LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE	132.00	132.00
			SECRETARY			
70	HAE	1	M221-1742 JA	HB SYNC,PNEU,POLY SHELL,MOLDED ADJ ARMS,HARD CASTR () ,3F- 002 ,TR- 00F STANDARD VERSION INTERVAL GRADE A/1 POLARIS SURFACE 2 BLACK	420.00	420.00
			SECRETARY			
71	HAW	1	E2MN-238-B AC	MONO PANEL,SQ TOP CAP,NO- POWER,24"W X 38"H (B) ,FZ- 004 ,FZ- 004 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A TRAPPERS BAY SYS FABRIC - IOWA GRADE A TRAPPERS BAY SURFACE 3 GREY TONE SURFACE 4 GREY TONE	178.40	178.40
			SECRETARY			
72	HAW	1	WUCR-3636- LJSAN33 CA	CORNER,90DEG WRAP-AROUND WORKSURFACE 36 X 36 (LJSAN33) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD,WRWY,NHND,18,18 LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE	154.80	154.80
			SECRETARY			
73	HAF	1	VPMH-24 VS	V SERIES,PEDESTAL,B/B/F,MOBILE,PTD FRT 24D ,TR- 00R ,LR- 0BP SURFACE 1 BEIGE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE)	218.70	218.70
			SECRETARY			



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Rec#Mfg Qty Part# Description Cust\$ Ext Cust\$			
Tag1 Generic			
Tag2 Options			
Tag3 Option Description			
74 HAF 1 VPAJ-24 SECRETARY VS	V SERIES,PEDESTAL,F/F,ATTACHED,PTD FRT 24D ,TR- 00R ,LR- 0BP SURFACE 1 BEIGE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE)	166.50	166.50
75 HAW 1 E2MP-438-B SECRETARY AC	MONO PANEL,SQ TOP CAP,W/POWER,48"W X 38"H (B) ,FZ- 004 ,FZ- 004 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A TRAPPERS BAY SYS FABRIC - IOWA GRADE A TRAPPERS BAY SURFACE 3 GREY TONE SURFACE 4 GREY TONE	298.00	298.00
76 HAT 2 ZEBA-0000-PR SECRETARY CA	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES (PR) PAINTED,RIGHT HAND	5.20	10.40
77 HAW 1 UEFS-1636-PML SECRETARY CA	UPPER STORAGE,UNIGROUP,FD STD MT,SQUARE DOOR 36" (PML) ,TR- 00R ,TR- 00R ,LR- 0BP PAINTED DOOR,ON-MOD,LOCKING SURFACE 1 BEIGE SURFACE 2 BEIGE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE)	206.80	206.80
78 HAW 1 E2PC-38 SECRETARY AC	90DEG FINISH POST,PAINTED,38"H () ,TR- 00G ,TR- 00G ,TR- 00G STANDARD VERSION SURFACE 1 GREY TONE SURFACE 2 GREY TONE SURFACE 3 GREY TONE	25.60	25.60



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Tag1	Generic			
Tag2		Options		
Tag3		Option Description		
79 HAW 2	ZEBD-1600-PP	CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD .16.5"D	30.00	60.00
SECRETARY	CA	(PP) PAINTED,PAIR		
80 HAW 1	WURT-2436- LJSAN43	RECT TRANSITION WORKSURFACE 24D X 36W	120.00	120.00
SECRETARY	CA	(LJSAN43) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD,WRWY,NHND,24,18 LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE		
81 HAW 1	WURT-2448- LJSAN34	RECT TRANSITION WORKSURFACE 24D X 48W	151.20	151.20
SECRETARY	CA	(LJSAN34) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD,WRWY,NHND,18,24 LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE		
82 HAW 2	E2PC-62 AC	90DEG FINISH POST,PAINTED,62"H	28.80	57.60
SECRETARY		() ,TR- 00G ,TR- 00G ,TR- 00G STANDARD VERSION SURFACE 1 GREY TONE SURFACE 2 GREY TONE SURFACE 3 GREY TONE		
83 HAW 1	LUTS-0030-16UEP	ADAPTABLE TASK LIGHT 30" WIDE	65.20	65.20
SECRETARY	CA	(16UEP) 6FT CORD,PRISMATIC LENS		
84 HAT 2	ZEBA-0000-PL	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES	5.20	10.40
SECRETARY	CA	(PL) PAINTED,LEFT HAND		



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Tag1		Generic			
Tag2			Options		
Tag3			Option Description		
85	HAW 1	ZEBR-0000-PN CA	BRACKET,UNIGROUP/TOO/PLACES,REAR-CORNER (PN) PAINTED,NON-HANDED	5.20	5.20
		SECRETARY			
86	HAW 1	E2MP-262-B AC	MONO PANEL,SQ TOP CAP,W/POWER,24"W X 62"H (B) ,FZ- 004 ,FZ- 004 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A TRAPPERS BAY SYS FABRIC - IOWA GRADE A TRAPPERS BAY SURFACE 3 GREY TONE SURFACE 4 GREY TONE	250.00	250.00
		SECRETARY			
87	HAW 1	HTB-3605 BA	TACKSTRIP 36" X 5" () ,FZ- 002 FOR ACOUSTICAL PANEL SYS FABRIC - IOWA GRADE A CEDAR ROCK	46.80	46.80
		SECRETARY			
88	HAW 8	E2MP-346-B AC	MONO PANEL,SQ TOP CAP,W/POWER,36"W X 46"H (B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE	276.00	2208.00
		WORKSTATIONS			
89	HAT 1	ZEBD-1600-PR CA	CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD ,16.5"D (PR) PAINTED,RIGHT HAND	16.00	16.00
		WORKSTATIONS			



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Rec#	Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1			Generic			
Tag2				Options		
Tag3				Option Description		
90	JCW	4	APEX	APEX TASK CHAIR	258.90	1035.60
WORKSTATIONS						
91	HAW	2	PRDI-5-B	POWER RECEPTACLE - IGR DUPLEX (BOX OF 6)	50.40	100.80
			AA	(B) ,TR- 00G		
WORKSTATIONS						
92	HAT	4	UESY-0448-PM	UPPER STORAGE,UNIGROUP,STD MT SHELF,ACCY MINI 48"	74.00	296.00
			CA	(PM) ,TR- 00R ,TR- 00R		
WORKSTATIONS						
93	HAT	4	WURA-2448-LJSA	RECT WORKSURFACE 24D X 48W	128.80	515.20
			CA	(LJSA) ,0H- 0DE ,HP- 034		
WORKSTATIONS						
94	HAT	2	WURA-2436-LJSA	RECT WORKSURFACE 24D X 36W	91.60	183.20
			CA	(LJSA) ,0H- 0DE ,HP- 034		
WORKSTATIONS						
95	HAT	3	WUCR-3636-LJSAN44	CORNER,90DEG WRAP-AROUND WORKSURFACE 36 X 36	159.60	478.80
			CA	(LJSAN44) ,0H- 0DE ,HP- 034		
WORKSTATIONS						



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Rec#	Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
96	HAF	4	VPMA-18 VS WORKSTATIONS	V SERIES,PEDESTAL,B/F,MOBILE,PTD FRT 18D ,TR- 00R ,LR- 0BP SURFACE 1 BEIGE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE)	150.40	601.60
97	HAT	1	ZEBD-1600-PL CA WORKSTATIONS	CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD ,16.5"D (PL) PAINTED,LEFT HAND	16.00	16.00
98	HAT	7	ZEBD-1600-PP CA WORKSTATIONS	CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD ,16.5"D (PP) PAINTED,PAIR	30.00	210.00
99	HAW	2	PRD-3-B AA WORKSTATIONS	DUPLEX RECEPTACLES (BOX OF 6) (B) ,TR- 00G POWER BASE SURFACE 1 GRAY TONE	48.00	96.00
100	HAW	6	PRD-3-B AA WORKSTATIONS	DUPLEX RECEPTACLES (BOX OF 6) (B) ,TR- 00G POWER BASE SURFACE 1 GRAY TONE	48.00	288.00
101	HAJ	12	LSET-3 HA WORKSTATIONS	STANDARD LOCK PLUG & KEY LOCK SET (QTY 3) ,LX- 0BP LOCK COLOR CHROME	0.00	0.00



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Rec#Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1		Generic			
Tag2			Options		
Tag3			Option Description		
102	HAW 2	E2MN-446-B	MONO PANEL,SQ TOP CAP,NO-POWER,48"W X 46"H	251.20	502.40
		AC	(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G		
		WORKSTATIONS	POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
103	HAW 3	E2PC-46	90DEG FINISH POST,PAINTED,46"H	28.00	84.00
		AC	() ,TR- 00G ,TR- 00G ,TR- 00G		
		WORKSTATIONS	STANDARD VERSION SURFACE 1 GREY TONE SURFACE 2 GREY TONE SURFACE 3 GREY TONE		
104	HAW 2	E2MP-446-B	MONO PANEL,SQ TOP CAP,W/POWER,48"W X 46"H	309.20	618.40
		AC	(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G		
		WORKSTATIONS	POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
105	HAT 3	ZEBR-0000-PN	BRACKET,UNIGROUP/TOO/PLACES,REAR-CORNER	5.20	15.60
		CA	(PN)		
		WORKSTATIONS	PAINTED,NON-HANDED		
106	HAT 2	ZEFS-2400-LNEJ	SUPPORT PNL,WS,,UNIGROUP/TOO/PLACES,24"D	110.00	220.00
		CA	(LNEJ) ,0H- 034 ,HP- 034		
		WORKSTATIONS	LAM,NON-HND,PNL MNTD,LAM EDGB LAMINATE BEIGE LAMINATE/T-MOLD BEIGE		



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Rec#	Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
107	HAW	1	BFM-1-B AA	BASE FEED MODULE,HARDWIRE	66.80	66.80
			WORKSTATIONS	(B) POWER BASE		
108	JCW	1	LABOR	DELIVERY AND INSTALLATION DURING NORMAL BUSINESS HOURS	3200.00	3200.00
			X LABOR			
109	LFU	1	72-B366512	Open Bookcase, 4 Shelves, Molding 2, 36W x 12D x 65-5/8H	277.30	277.30
			CLERK	NTL Natural Cherry		
110	LFU	1	72-B366512	Open Bookcase, 4 Shelves, Molding 2, 36W x 12D x 65-5/8H	277.30	277.30
			FINANCIAL	NTL Natural Cherry		
111	LFU	1	72-B366512	Open Bookcase, 4 Shelves, Molding 2, 36W x 12D x 65-5/8H	277.30	277.30
			PUBLIC WORKS	NTL Natural Cherry		
112	LFU	2	72-B366512	Open Bookcase, 4 Shelves, Molding 2, 36W x 12D x 65-5/8H	277.30	554.60
			OFFICE (EMPTY)	NTL Natural Cherry		
113	LFU	1	72-B366512	Open Bookcase, 4 Shelves, Molding 2, 36W x 12D x 65-5/8H	277.30	277.30
			PLANNING	NTL Natural Cherry		



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Rec#Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1		Generic			
Tag2			Options		
Tag3			Option Description		
114	LFU 1	72-B366512	Open Bookcase, 4 Shelves, Molding 2, 36W x 12D x 65-5/8H	277.30	277.30
	ADMIN.		NTL Natural Cherry		
115	LFU 1	72-B366512	Open Bookcase, 4 Shelves, Molding 2, 36W x 12D x 65-5/8H	277.30	277.30
	EXEC. ASSISTANT		NTL Natural Cherry		
116	DVO 1	DK4355NH	255-DAK-HUTCH/BOOKCASE	907.80	907.80
	MANAGER		N H WALNUT ALUM		
117	LFU 7	LAC-203658LF4	File w/ 4 - 12" Drawers, 36W x 20D x 58H	735.22	5146.54
	FILES		NTL NTL Natural Cherry Natural Cherry		
118	HAS 8	X640-0140	X99,SEMINAR CHAIR,FAB/MESH,FXD ARM,HARD CASTERS	335.52	2684.16
	X9				
	CONF. BLDG 110		,3A- 018 ,M0- 0BL (2) ,TR- 0LE TELLURE GRADE A/1 BLACK SEATING FABRIC - MESH - X99 BLACK TRIM SURFACE 3 SURFACE 3 METALLIC SILVER		
119	HSC 2	9185N	36W 5-Drawer "N" Pull Lateral 64-1/4H 18D wof/Postl	612.00	1224.00
	FILES BLDG 110		.E PAINT: TAUPE		
120	LFU 2	72-B366512	Open Bookcase, 4 Shelves, Molding 2, 36W x 12D x 65-5/8H	277.30	554.60
	OFFICE BLDG 110		NTL NATURAL CHERRY		



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Rec#	Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1			Generic			
Tag2				Options		
Tag3				Option Description		
121	JCW	1	APEX 901	APEX TASK CHAIR - MESH BACK	258.90	258.90
OFFICE BLDG 110						
122	LFU	6	LAC-203658LF4	File w/ 4 - 12" Drawers, 36W x 20D x 58H	735.22	4411.32
OFFICE BLDG 110						
				NTL NTL NATURAL CHERRY NATURAL CHERRY		
123	HAS	2	X640-0140	X99,SEMINAR CHAIR,FAB/MESH,FXD ARM,HARD CASTERS	335.52	671.04
OFFICE BLDG 110						
				.3A- 018 ,M0- 0BL (2) ,TR- 0LE TELLURE GRADE A/1 BLACK SEATING FABRIC - MESH - X99 BLACK TRIM SURFACE 3 SURFACE 3 METALLIC SILVER		
124	HSG	1	4041	4041 Polymer Seat & Back 4 Chairs Per Carton	201.60	201.60
RECEPTION BLDG 110						
				.83 COLOR: BLUE VIOLET 83		
125	HSG	2	4315	4300 Series, Drft Stool,Swvl,Back Flex,Fixed Arms	251.04	502.08
RECEPTION BLDG 110						
				@ \$(4) .BI 90 .C CASTER: (STANDARD) GRADE: IV UPHOLSTERY UPH: IMPRESSIONS COLOR: INDIGO FRAME: TITANIUM		
126	HAW	1	BFM-1-B AA	BASE FEED MODULE,HARDWIRE	66.80	66.80
SECRETARY BLDG 110						
				(B) POWER BASE		



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Rec#Mfg Qty Part#	Description	Cust\$	Ext Cust\$
Tag1 Generic			
Tag2	Options		
Tag3	Option Description		
127 HAW 1 E2MN-238-B AC SECRETARY BLDG 110	MONO PANEL,SQ TOP CAP,NO- POWER,24"W X 38"H (B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE	178.40	178.40
128 HAW 1 E2MN-338-B AC SECRETARY BLDG 110	MONO PANEL,SQ TOP CAP,NO- POWER,36"W X 38"H (B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE	208.80	208.80
129 HAW 2 E2MP-262-B AC SECRETARY BLDG 110	MONO PANEL,SQ TOP CAP,W/POWER,24"W X 62"H (B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE	250.00	500.00
130 HAW 2 E2MP-362-B AC SECRETARY BLDG 110	MONO PANEL,SQ TOP CAP,W/POWER,36"W X 62"H (B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE	296.00	592.00



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Rec#	Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1			Generic			
Tag2				Options		
Tag3				Option Description		
131	HAW	1	E2PC-38 AC	90DEG FINISH POST,PAINTED,38"H (),TR-00G ,TR-00G ,TR-00G STANDARD VERSION SURFACE 1 GREY TONE SURFACE 2 GREY TONE SURFACE 3 GREY TONE	25.60	25.60
SECRETARY BLDG 110						
132	HAW	2	E2PC-62 AC	90DEG FINISH POST,PAINTED,62"H (),TR-00G ,TR-00G ,TR-00G STANDARD VERSION SURFACE 1 GREY TONE SURFACE 2 GREY TONE SURFACE 3 GREY TONE	28.80	57.60
SECRETARY BLDG 110						
133	HAW	1	HTB-2405 BA	TACKSTRIP 24" X 5" (),FZ-002 FOR ACOUSTICAL PANEL SYS FABRIC - IOWA GRADE A CEDAR ROCK	43.20	43.20
SECRETARY BLDG 110						
134	HAW	1	LSET-3 HA	STANDARD LOCK PLUG & KEY LOCK SET (QTY 3) ,LX-0BP LOCK COLOR CHROME	0.00	0.00
SECRETARY BLDG 110						
135	HAE	1	M221-1742 JA	HB SYNC,PNEU,POLY SHELL,MOLDED ADJ ARMS,HARD CASTR (),3F-002 ,TR-00F STANDARD VERSION INTERVAL GRADE A/1 POLARIS SURFACE 2 BLACK	420.00	420.00
SECRETARY BLDG 110						
136	HAW	1	PRD-3-B AA	DUPLEX RECEPTACLES (BOX OF 6) (B) ,TR-00G POWER BASE SURFACE 1 GRAY TONE	48.00	48.00
SECRETARY BLDG 110						



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Rec#Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1		Generic			
Tag2			Options		
Tag3			Option Description		
137 HAT 1		UNSN-1024-PM	UPPER STORAGE,PREMISE,STD MT SHELF,SQ END PNL 24"	69.20	69.20
		CA			
		SECRETARY BLDG 110	(PM) ,TR- 00R PAINTED,ON-MODULAR SURFACE 1 BEIGE		
138 HAF 1		VPMH-24	V SERIES,PEDESTAL,B/B/F,MOBILE,PTD FRT 24D	218.70	218.70
		VS			
		SECRETARY BLDG 110	,TR- 00R ,LR- 0BP SURFACE 1 BEIGE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE)		
139 HAW 1		WUCR-3636-LJSAN33	CORNER,90DEG WRAP-AROUND WORKSURFACE 36 X 36	154.80	154.80
		CA			
		SECRETARY BLDG 110	(LJSAN33) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD,WRWY,NHND,18,18 LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE		
140 HAT 1		WURT-2424-LJSAN43	RECT TRANSITION WORKSURFACE 24D X 24W	102.40	102.40
		CA			
		SECRETARY BLDG 110	(LJSAN43) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD,WRWY,NHND,24,18 LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE		
141 HAN 1		WURT-2436-LJSAN34	RECT TRANSITION WORKSURFACE 24D X 36W	120.00	120.00
		CA			
		SECRETARY BLDG 110	(LJSAN34) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD,WRWY,NHND,18,24 LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE		



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Rec#Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1		Generic			
Tag2			Options		
Tag3			Option Description		
142	HAT 1	WUTS-1236-LJSC CA SECRETARY BLDG 110	COUNTERTOP 12D X 36W (LJSC) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD CORE,NO WIREWAY LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE	118.00	118.00
143	HAW 1	Z2BT-0000-PNE CA SECRETARY BLDG 110	COUNTERTOP BRKT,UNIGROUP TOO,FOR STEEL TOP CAP (PNE) ,TR- 00R PAINTED,NON-HND,PANEL ATTACHED SURFACE 1 BEIGE	11.60	11.60
144	HAW 2	ZEBA-0000-PL CA SECRETARY BLDG 110	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES (PL) PAINTED,LEFT HAND	5.20	10.40
145	HAW 2	ZEBA-0000-PR CA SECRETARY BLDG 110	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES (PR) PAINTED,RIGHT HAND	5.20	10.40
146	HAC 2	ZEBD-1600-PP CA SECRETARY BLDG 110	CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD ,16.5"D (PP) PAINTED,PAIR	30.00	60.00
147	HAW 1	ZEBR-0000-PN CA SECRETARY BLDG 110	BRACKET,UNIGROUP/TOO/PLACES,REAR- CORNER (PN) PAINTED,NON-HANDED	5.20	5.20
148	JCW 4	APEX 901 WORKSTATIONS 110	APEX TASK CHAIR	258.90	1035.60



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Rec#	Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1			Generic			
Tag2				Options		
Tag3				Option Description		
149	HAW 1		BFM-1-B AA	BASE FEED MODULE,HARDWIRE	66.80	66.80
	WORKSTATIONS	110		(B) POWER BASE		
150	HAW 3		E2MN-346-B AC	MONO PANEL,SQ TOP CAP,NO- POWER,36"W X 46"H	218.00	654.00
	WORKSTATIONS	110		(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
151	HAW 1		E2MP-346-B AC	MONO PANEL,SQ TOP CAP,W/POWER,36"W X 46"H	276.00	276.00
	WORKSTATIONS	110		(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
152	HAW 4		E2MP-546-B AC	MONO PANEL,SQ TOP CAP,W/POWER,60"W X 46"H	347.20	1388.80
	WORKSTATIONS	110		(B) ,FZ- 002 ,FZ- 002 ,TR- 00G ,TR- 00G POWER BASE SYS FABRIC - IOWA GRADE A CEDAR ROCK SYS FABRIC - IOWA GRADE A CEDAR ROCK SURFACE 3 GREY TONE SURFACE 4 GREY TONE		
153	HAW 1		E2PC-46 AC	90DEG FINISH POST,PAINTED,46"H	28.00	28.00
	WORKSTATIONS	110		() ,TR- 00G ,TR- 00G ,TR- 00G STANDARD VERSION SURFACE 1 GREY TONE SURFACE 2 GREY TONE SURFACE 3 GREY TONE		



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Rec#	Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1			Generic			
Tag2				Options		
Tag3				Option Description		
154	HAW	3	E2PS-46 AC	180DEG FINISH POST,PAINTED,46"H	26.40	79.20
			WORKSTATIONS 110	() ,TR- 00G ,TR- 00G ,TR- 00G STANDARD VERSION SURFACE 1 GREY TONE SURFACE 2 GREY TONE SURFACE 3 GREY TONE		
155	HAW	4	HTB-6005 BA	TACKSTRIP 60" X 5"	59.60	238.40
			WORKSTATIONS 110	() ,FZ- 002 FOR ACOUSTICAL PANEL SYS FABRIC - IOWA GRADE A CEDAR ROCK		
156	HAW	3	PCSS-3-B AA	STRAIGHT SPAN POWER CONNECTOR	34.80	104.40
			WORKSTATIONS 110	(B) POWER BASE		
157	HAW	2	PRD-3-B AA	DUPLEX RECEPTACLES (BOX OF 6)	48.00	96.00
			WORKSTATIONS 110	(B) ,TR- 00G POWER BASE SURFACE 1 GRAY TONE		
158	HAF	4	VPAH-24 VS	V SERIES,PEDESTAL,B/B/F,ATTACHED,PTD FRT 24D	177.75	711.00
			WORKSTATIONS 110	,TR- 00R ,LR- 0BP SURFACE 1 BEIGE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE)		
159	HAT	4	WURA-2460-LJSA CA	RECT WORKSURFACE 24D X 60W	148.00	592.00
			WORKSTATIONS 110	(LJSA) ,0H- 0DE ,HP- 034 LAM,EDGBND,STD CORE,W/WIREWAY LAMINATE WHEAT GRAIN LAMINATE/T-MOLD BEIGE		



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Rec#Mfg	Qty	Part#	Description	Cust\$	Ext Cust\$
Tag1		Generic			
Tag2			Options		
Tag3			Option Description		
160 HAC 4		ZEBD-1600-PP	CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD .16.5"D	30.00	120.00
		CA	(PP)		
WORKSTATIONS		110	PAINTED,PAIR		
				Total Cust:	\$99,132.92

TAB 16



MEMORANDUM

To: Honorable Mayor, & Town Council
From: Steven J. Alexander, Town Manager
Date: September 6, 2006
Re: TOWN AUDIT SERVICES

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT FOR AUDIT SERVICES; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the initial start-up of the Town, staff has identified the need for AUDIT SERVICES.

In accordance with Section 3.10 of the Town Charter, the Town Manager hereby recommends to the Town Council that it is impracticable to formally competitively bid this issue because of the immediate need to procure said equipment and the fact that Palmetto Bay has already done so and the Town has the ability to 'piggyback' on that contract. Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for item through a formal Request for Proposal due to the typical three month minimum time required for such formal process however, staff will solicit competitive quotations for this item. The Manager has determined that it is advisable to acquire this equipment, at a reasonable cost to be determined by the Manager, **not to exceed \$40,000**.

Funds for these activities are available within the Town Budget.

RECOMMENDATION

My recommendation is that, subject to the provisions of the Town Charter cited above, formal competitive bidding be waived upon a 4/5 vote of the Town Council, and that the Town Manager be authorized to procure these items.

RESOLUTION NO. 06-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 3.10 OF THE TOWN CHARTER TO THE EXTENT APPLICABLE, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AUDIT SERVICES ENGAGEMENT AGREEMENT WITH RACHLIN, COHEN & HOLTZ, LLP IN SUBSTANTIALLY THE FORM OF THE COMPETITIVELY BID AUDIT AGREEMENT BETWEEN RACHLIN, COHEN & HOLTZ AND THE VILLAGE OF PALMETTO BAY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") is required by its Charter to perform an audit of its financial activities and

WHEREAS the Town, upon the recommendation of the Town Manager pursuant to section 3.10 of the Town Charter that it is not advantageous for the Town to competitively bid a contract for such services at this time, desires to 'piggyback' on the competitively bid agreement to provide auditing services between Rachlin, Cohen & Holtz, LLP, ("RCH") and the Village of Palmetto Bay, and where RCH was the formally selected responsive bidder for Palmetto Bay; and

WHEREAS, the Town Attorney's office has reviewed the terms of the agreement and has determined that they are legally sufficient.

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

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

Section 2. Authorization The Town Manager is authorized to execute an Audit Services Engagement Agreement with Rachlin, Cohen & Holtz, LLP upon terms and conditions in substantially the form attached hereto and the competitive bidding requirements of section 3.10 of the Town Charter are hereby waived to the extent applicable to the instant agreement.

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

PASSED and ADOPTED this ____ day of September, 2006.

PAULS. VROOMAN, MAYOR

Attest:

ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

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



**REQUEST FOR PROPOSAL
MUNICIPAL AUDITING SERVICES**

FOR

VILLAGE OF PALMETTO BAY

BEGINNING WITH FISCAL YEAR ENDING

SEPTEMBER 30, 2003

REQUEST FOR PROPOSAL: RFP #03-001, AUDIT SERVICES

The Village of Palmetto Bay, Florida, (Village) invites qualified firms of Florida Certified Public Accountants (Auditor) to submit proposals for the performance of an examination of its financial statements. The purpose of this financial examination is to express an opinion on the fairness with which the financial statements present the Village's financial position, results of operations and cash flows in conformity with generally accepted accounting principles, and to determine whether operations were conducted in accordance with legal and regulatory requirements.

All responses to this Request for Proposal must comply with overall requirements specified in the package. Ten signed copies of your proposal shall be submitted in one sealed package, clearly marked on the outside "**RFP #03-001, AUDIT SERVICES**".

There is no expressed or implied obligation for the Village of Palmetto Bay to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

A. General Information:

1. The Village of Palmetto Bay in Dade County, Florida, is a municipal corporation with a five (5) member Manager-Council form of government, located at 900 Perrine Avenue, Palmetto Bay (Miami), FL 33157 and a population of approximately 24,500. The Village is a new municipality with FY 2002-03 being the first year of operation.

The Village will be contracting with Miami-Dade County in a number of service areas including Police, Fire/Rescue and Solid Waste. The Village is currently undergoing analysis to determine the method of service delivery for other service areas such as Parks, Building, Planning and Public Works.

The estimated budget for the Village will be in the \$11,000,000 range. It is not anticipated that the Village will employ large numbers of employees.

2. The Village Manager is appointed by the Village Council to administer Village operations and policies. The Village is a legal taxing entity with the power to levy ad valorem tax within its boundaries.
3. The Village fiscal year begins on October 1, and ends on September 30.
4. The Village will issue a three-year contract, subject to the annual review and recommendation of the Village Manager, the satisfactory negotiation of terms (including a fee acceptable to the Village of Palmetto Bay and the selected firm), and the concurrence of the Mayor and Village Council, commencing with the fiscal year ending September 30, 2003, with an option to negotiate extension of the contract.
5. The Village's accounting system has not been developed. The selected firm will be expected to provide general advice and counsel to the Village on selecting an appropriate accounting system.

6. The Auditor will be provided reasonable workspace, desks, chairs, and storage space during the fieldwork period. Additionally, the Auditor will be provided with access to a telephone, fax equipment, and photocopying facilities. The Auditor will bear the cost of any telephone calls made, if necessary.
7. The Finance Department staff and responsible management personnel will be responsible for furnishing documents and/or preparing schedules that are agreed upon prior to commencement of audit fieldwork. Staff of the Finance Department and other appropriate departments will be available to answer questions as may be required.
8. The Village does not have an internal audit department.
9. The Village will apply for grant funding and is anticipates receiving county, state and federal grants.
10. The entity to be audited is anticipated to have the following fund types:
 - General Fund
 - Special Revenue Funds
 - Debt Service Fund
 - Fiduciary Funds
 - Trust & Agency Funds
 - Account Groups
 - General Fixed Assets Account Group
 - General Long Term Debt Account Group

The CAFR for each of the fiscal years covered by this proposal will be submitted for consideration to the Government Finance Officers Association's Certificate of Achievement program. The selected Auditor will be expected to provide technical assistance to help the Village conform to the principles and standards of public financial reporting necessary for submission of the Village's CAFR to the Government Finance Officers Association Certificate of Achievement program.

11. The selected audit firm will be expected to provide guidance and assistance in the implementation of current changes in generally accepted accounting principles.
12. The selected audit firm will be required to provide a certificate of insurance for a minimum of \$1,000,000 liability coverage.
13. All requirements set forth in this proposal shall be incorporated into the contract between the Village of Palmetto Bay and the selected firm unless otherwise specified in the contract.

B. PERFORMANCE SPECIFICATIONS:

- 1) To qualify and be eligible as an external auditor, the following minimum requirements must be met:

- a. The audit firm must be established as a legal entity and be licensed in the State of Florida, and the principals of the firm must have performed continuous CPA services for a minimum of five (5) years.
 - b. The audit firm must submit an affirmation that it meets the independence and continuing education requirements of the Government Auditing Standards issued by the Comptroller General of the United States.
 - c. The audit firm must submit an affirmation that it has no record of substandard fieldwork.
 - d. The audit firm must be a member of Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants.
 - e. The audit firm shall agree to staff the audit with qualified personnel satisfactory to the Village. The firm agrees to notify the Village prior to assigning new staff to the audit, and inform the Village of the reasons for new assignments.
 - f. The audit firm should clearly indicate its expertise and experience in local governmental auditing including recognized CAFR awards of their clients.
 - g. The firm should state its comparable fee structure for the Village annual financial audit and related reports and the comparable hourly rates for other services that may be requested by the Village.
2. The Village desires the audit firm to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles. This is a financial audit that shall meet the requirements of Florida Statute 11.45 and the Village of Palmetto Bay Municipal Charter.
 3. The auditor shall prepare required management reports and any other reports as may be required. The auditor shall also perform certain limited procedures involving required supplementary information as may be required by the State Statutes, the Florida Auditor General, the Governmental Accounting Standards Board and the AICPA, as mandated by generally accepted auditing standards.
 4. To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with:
 - a. Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants.
 - b. Generally Accepted Government Auditing Standards as promulgated by the General Accounting Office.
 - c. Rules of the Auditor General of the State of Florida for form and conduct of local unit audits.
 - d. Audits of State and Local Governmental Units (AICPA Audit Guide Revised).

- e. Single Audit Act of 1984 and OMB Circular A-128.
5. The audit is to be conducted at the combined, combining and individual fund financial statement and supplemental schedule levels, and shall include a review and evaluation of the Village's system of internal accounting controls.
 6. The audit firm shall submit a report to the Village Manager or designee at the end of the interim fieldwork. The report shall identify weaknesses observed in the system of internal accounting controls, assess their effect on the system, and propose steps to eliminate such weaknesses.
 7. Irregularities and illegal acts: Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Finance Director, the Village Manager and the Village Council.
 8. The partner in charge of the audit and/or the Audit Manager must be available to attend public meetings for discussion of the final report should his/her attendance be requested by the Village Council.
 9. All working papers and reports must be retained at the auditor's office and at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Village of the need to extend the retention period. The auditor will be required to make working papers available for duplication or any other purpose at a reasonable charge, upon request by the Village. Also, the working papers shall be made available for examination by any approved governmental agency, accounting review board, or any other agency so designated by the Village. In the event the Village desires to engage another audit firm in the future, the working papers will be made available for examination or duplication, at a reasonable charge, to successor audit firm engaged by the Village.
 10. The Village will expect immediate compliance with any special request of expanded scope outside of the contract agreement, and will consider fee adjustment where significant change can be demonstrated which will materially affect what the Village should have expected the firm to accomplish at the time of fee determination.

C. REPORT REQUIREMENTS AND RESPONSIBILITIES:

1. The preparation, editing, and printing of at least 50 copies of the Comprehensive Annual Financial Report (CAFR) shall be the responsibility of the Audit firm. The Village retains the right of approval of the CAFR with regards to general appearance and binding.
2. The Comprehensive Annual Financial Report (CAFR) shall contain, at a minimum, the following statements and schedules:
 - a. Combined Balance Sheet – all Fund Types and Account Groups.
 - b. Combined Statement of Revenues, Expenditures, and Changes in Fund Balance – All Governmental Fund Types and Expendable Trust Funds.

- c. Statement of Revenue and Expenditures – Budget and Actual (Budgetary Basis)
- d. Combined Comparative Statement of Revenues, Expenditures, and Changes in Fund Equity – Proprietary Fund Type and Pension Trust Funds.
- e. Comparative Statement of Cash Flows – Proprietary Fund Type Internal Service Fund.
- f. All required note disclosures.
- g. All necessary combining statements for fund types of which there is more than one fund.

D. AUDIT SCHEDULE

1. The Village agrees to close its books and prepare trial balance reports no later than November 30 of each year.
2. The audit firm shall conduct the audit examination so that their fieldwork will be completed sixty (60) days after the Village closes its books and prepares the trial balance reports.
3. The audit firm agrees to submit copies of adjusting journal entries to the Village at the completion of the fieldwork.
4. The audit firm agrees to submit a draft of the final letter to the Finance Director no later than February 15 each year for review and comment.
5. The audit firm agrees to deliver completed copies of the CAFR to the Village at 900 Perrine Avenue, Palmetto Bay, Florida no later than the end of February each year.

THE VILLAGE RECOGNIZES THAT THERE MIGHT BE A SLIGHT DEVIATION IN THIS SCHEDULE IN THE FIRST YEAR OF THE CONTRACT.

E. INFORMATION TO BE INCLUDED IN THE PROPOSAL

In order to have a uniform review process and to obtain the maximum degree of comparability, it is required that each proposal be organized in the following sequence. Each respondent should provide ten (10) copies of the proposal.

1. The first page shall be the executed "Auditing Proposal Summary Response Form".
2. Page 1 of the "Invitation to Bid", showing the proposal title, the name of the firm, the firm's address and telephone number, the name of the contact person, and the date.

3. A table of contents providing a clear identification of the material by section and page number.
4. A statement setting forth the auditor's understanding of the work to be done and a positive commitment to perform the work within specified time period.
5. The audit firm's affirmation of independence.
6. The audit firm's affirmation of no substandard fieldwork.
7. Report of peer review.
8. Description of the firm, including whether the firm is local, regional, or national.
9. The location of the office from which the work is to be done and the number of personnel in that office who would be working on the audit.
10. An identification of the partners, managers and supervisors who will work on the audit, including staff from other areas outside the local office if necessary for the audit.

Resumes for each managerial and supervisory personnel to be assigned to the audit should be submitted and include the following information:

- a. Formal education.
 - b. Supplemental education relative to governmental accounting and auditing.
 - c. Experience in public accounting.
 - d. Experience in private business or government.
 - e. Experience with governmental units and specifically new units of government.
 - f. Membership in various national and state governmental accounting boards, committees, or associations (past and present).
 - g. Professional recognition, such as Certified Public Accounting licenses, awards, etc.
11. A description of the firm's experience in preparing governmental financial statements and in providing assistance in obtaining the certificate of Achievement.
 12. A listing of Florida governmental entities, including the name and telephone number of the principal client contact, for which the firm is currently providing or has provided audit services. Please indicate the amount of each respective entities budget, the Governmental Finance Officers Association's Certificate of Achievement awards received by that entity, and the time periods of such service. For your information, these clients may be contacted for references.

13. The proposal must set forth a work plan, including an explanation of the audit methodology to be followed. In developing the work plan, reference should be made to such sources of information as the Village's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Respondents will be required to provide the following information on their audit approach:

- a. The proposed segmentation of the engagement.
 - b. The level of staff and number of hours to be assigned to each proposed segment of the engagement.
 - c. The extent to which statistical sampling is to be used in the engagement.
 - d. The extent of use of EDP software in the engagement.
 - e. The type and extent of analytical procedures to be used in the engagement.
 - f. The approach to be taken to gain and document an understanding of the Village internal control structure.
 - g. The approach to be taken in determining laws and regulations that will be subject to audit test work.
 - h. The approach to be taken in drawing audit samples for purposes of tests of compliance.
14. A brief description of any continuing professional education seminars the firm offers its clients.
 15. A detailed description of any additional services the firm can provide to the Village.
 16. Firm promotional material may also be included as supplemental information. It will not be considered a substitute for the proposal.
 17. Public Entity Crimes Statement must accompany each proposal.
 18. The audit firm's total fee for audit services for each of the two fiscal years.

F. REQUEST FOR MODIFICATION:

The Village reserves the right to request the respondents to modify their proposal to more fully meet the needs of the Village.

G. REQUEST FOR ADDITIONAL INFORMATION:

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

H. ADDENDUM AND AMENDMENT TO REQUEST FOR PROPOSALS:

If it becomes necessary to revise or amend any part of the Request for Proposal, the revision will be furnished in writing to all prospective respondents who received an Invitation for Proposal.

I. NEGOTIATIONS:

Fees negotiated will be for the complete audit and preparation of the Comprehensive Annual Financial Report and will be negotiated in accordance with Florida Statutes. The firm ranked first will be requested to negotiate a contract. If a satisfactory contract cannot be agreed upon, negotiations will then be terminated and undertaken with the next highest ranked firm.

J. BILLINGS AND PAYMENTS:

Monthly progress payments based upon percentage of completion will be made upon receipt of a proper invoice from the audit firm. The final payment of the annual fee to be made after acceptance of the management letter and the Comprehensive Annual Financial Report by the Village should not be less than ten percent of the total fee.

K. EVALUATION PROCEDURES:

1. All responses will be reviewed by a selection committee.
2. The responses will be evaluated based on the following criteria:
 - a. General experience.
 - b. Governmental audit experience.
 - c. Qualifications of individuals assigned to the audit.
 - d. Familiarity with the Certificate of Achievement in Financial Reporting program.
 - e. Demonstrated understanding of the Village's requirements.
 - f. Size and organization structure of the firm.
 - g. Fee quote.

**INVITATION TO BID
FOR
FINANCIAL AUDIT SERVICES**

The Village of Palmetto Bay is soliciting proposals for financial audit services for its general operating and subsidiary funds from qualified Independent Audit firms.

Sealed bids must be submitted at the Village Clerks Office on or before April 24, 2003 at 5:00 p.m. Proposals submitted past the deadline shall be deemed not responsive and will be rejected.

The Village has the right to reject any and all bids for any or no reason. Approval of the apparent low bidder does not constitute a notice of acceptance nor is it intended to and does not create a contract or any contractual right concerning this bid and no person or entity should rely on this approval. No one has any claim to a contract/or any contractual right until the Village Council specifically authorizes the contract to be signed by the Village Manager.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same, service, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

CONTINGENCY FEE AND CODE OF ETHICS WARRANTY: Respondent warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Respondent has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Respondent warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Respondent acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Respondent, if the Respondent is chosen for performance of the contract.

Authorized Signature

Authorized Name/Title

RESOLUTION NO. 03-85

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AUDIT SERVICES ENGAGEMENT AGREEMENT WITH RACHLIN, COHEN & HOLTZ, LLP; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay adopted Resolution 03-66 wherein the Village Manager was authorized to enter into negotiations with the formally selected responsive bidder, Rachlin, Cohen & Holtz, LLP, to provide auditing services for the fiscal years ending September 30, 2003, 2004 and 2005; and

WHEREAS, the Village Manager conducted said negotiations and the results of which were immortalized in the attached Audit Services Engagement Agreement; and

WHEREAS, the Village Attorney's office has reviewed the terms of the agreement and has determined that they are legally sufficient.

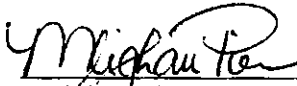
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

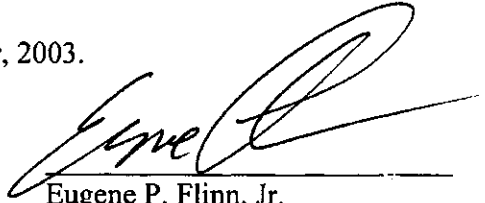
Section 1. The Village Manager is authorized to execute the attached Audit Services Engagement Agreement with Rachlin, Cohen & Holtz, LLP.

Section 2. This resolution shall take effect immediately upon approval.

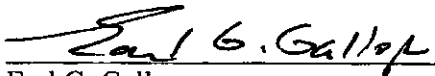
PASSED and ADOPTED this 7th day of October, 2003.

Attest:


Meighan Pier
Village Clerk


Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:


Earl G. Gallop,
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>Yes</u>
Council Member Paul Neidhart	<u>Yes</u>
Council Member John Breder	<u>Yes</u>
Vice-Mayor Linda Robinson	<u>Yes</u>
Mayor Eugene P. Flinn, Jr.	<u>Yes</u>

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October 2, 2003

Mr. Charles Scurr, Village Manager
Village of Palmetto Bay
8950 S.W. 152 Street
Palmetto Bay, Florida 33157

Re: Audit services engagement agreement

Dear Mr. Scurr:

Rachlin Cohen & Holtz LLP ("RCH") is pleased to confirm its understanding of the services RCH is to provide to the Village of Palmetto Bay (the "village") for the fiscal years ending September 30, 2003, 2004 and 2005. RCH will audit the financial statements of the Village of Palmetto Bay, Florida, as of and for the fiscal years ending described above. RCH understands that the financial statements for the fiscal year ended September 30, 2003 will be presented in accordance with the financial reporting model described in GASB Statement No. 34. Also, the document RCH submits to you will include the following additional information, if applicable, that will be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Schedule of expenditures of federal awards and state financial assistance (as applicable.)
2. Managements Discussion & Analysis (with implementation of GASB 34).
3. Combining and individual fund statements and schedules.
4. Required Supplementary Information.

The document will also include a statistical section of additional information that will not be subject to the auditing procedures applied in our audit of the financial statements, and for which the RCH auditor's report will disclaim an opinion.

Audit Objectives

The objective of the RCH audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contract or grant agreements, noncompliance with which could have a material effect on the financial

Mr. Charles Scurr, Village Manager
Village of Palmetto Bay
October 2, 2003
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statements in accordance with Government Auditing Standards.

The report on internal controls and compliance will each include a statement that the report is intended for the information and use of the village council, management, and specific legislative or regulatory bodies.

The RCH audit will be conducted in accordance with auditing standards generally accepted in the United States, the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; in accordance with the Rules of the Auditor General of the State of Florida and Florida law; and will include tests of accounting records, and other procedures RCH considers necessary to enable RCH to express an opinion and to render the required reports. If the RCH opinion on the financial statements is other than unqualified, RCH will fully discuss the reasons with the village in advance. If, for any reason, RCH is unable to complete the audit or is unable to form or has not formed an opinion, RCH may decline to express an opinion or to issue a report as a result of this engagement.

Village Responsibilities

Village management is responsible for establishing and maintaining internal control and for compliance with the provisions of contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by village management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide village management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with village management's authorizations and recorded properly to permit the preparation of financial statements in accordance with accounting principles generally accepted in the United States of America and that federal awards programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Village management is responsible for making all financial records and related information available to RCH. RCH understands that the village will provide RCH with the information required for the audit. The village is responsible for the accuracy and completeness of that information. RCH will advise the village about appropriate accounting principles and their application and will assist in the preparation of the village's financial statements but the responsibility for the financial statements remains with the village. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets.

Mr. Charles Scurr, Village Manager
Village of Palmetto Bay
October 2, 2003
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Village management is responsible for adjusting the financial statements to correct material misstatements and for confirming to RCH in the representation letter that the effects of any uncorrected misstatements RCH aggregates during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, RCH's audit will involve judgment about the number of transactions to be examined and the areas to be tested. RCH will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Because an audit is designed to provide reasonable, but no absolute assurance and because RCH will not perform a detailed examination of all transactions, there is a risk that material misstatements (whether caused by errors or fraud), illegal acts, or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, immaterial illegal acts, or illegal acts that do not have a direct effect on the financial statements. However, RCH will inform the village of any material errors that comes to our attention and any fraud that comes to RCH's attention. RCH will also inform the village of any illegal acts that come to RCH's, or the village's attention, unless clearly inconsequential. RCH will include such matters in the reports required for a financial audit. RCH's responsibility as auditors is limited to the period covered by the audit and does not extend to matters that might arise during any later periods for which RCH is not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. RCH will request written representations from the village attorney as part of the engagement, and the village's counsel may bill the village for responding to this inquiry. At the conclusion of the audit, RCH will require certain written representations from the village about the financial statements and related matters.

Auditing Procedures - Internal Controls

In planning and performing the audit, RCH will consider whether the internal controls are sufficient to plan the audit in order to determine the nature, timing, and

Mr. Charles Scurr, Village Manager
Village of Palmetto Bay
October 2, 2003
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extent of RCH's auditing procedures for the purpose of expressing RCH's professional opinions on the Village of Palmetto Bay's financial statements.

RCH will obtain an understanding of the design of the village's relevant controls and whether they have been placed in operation, and RCH will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that RCH considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. RCH's tests, if performed, will be less in scope than would be necessary to render an opinion on the internal control and, accordingly, no opinion will be expressed in our report on internal control pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, RCH will inform the village council and management of any matters involving internal control and its operation that RCH considers to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to RCH's attention relating to significant deficiencies in the design or operation of the internal control that, in RCH's judgment, could adversely affect the village's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. RCH will also inform the village of any nonreportable conditions or other matters involving the internal control, if any.

Audit Procedures – Compliance

RCH's audit will be conducted in accordance with the standards referred to in the section entitled "Audit Objectives." As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, RCH will perform tests of the village's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and RCH will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Mr. Charles Scurr, Village Manager
Village of Palmetto Bay
October 2, 2003
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Audit Administration, Fees

RCH understands that village employees will prepare all cash, accounts receivable, or other confirmations RCH requests and the village will locate any invoices selected by RCH for testing.

RCH will provide village staff all the documents in Microsoft Word format, compatible with the village's word processing software. In addition, at the end of the engagement; if requested by the village, RCH will provide the village, an adjusted trial balance from RCH's audit software.

RCH's fee for services is estimated to be \$8,000 for the fiscal year ended September 30, 2003. The fee for the fiscal year ending September 30, 2004 will be \$23,000; the fee for the fiscal year ending September 30, 2005 will be limited to a 5% increase unless there are significant changes in professional standards or significant changes in fund operations that require RCH to extend or expand our audit procedures. RCH will notify the village in advance of applying any significant changes in professional standards if it intends to increase the fee because of those changes.

If applicable, and in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and *Rules of the Auditor General*, Chapter 10.550 and the *Florida Single Audit Act*, Section 215.97, Florida Statutes, if the village is required to have an audit of federal award programs or state financial assistance projects, RCH will discuss the fees for the additional services before providing those services. Generally, those services would range between \$5,000 and \$6,000 for each federal or Florida single audit act testing and reporting.

Indemnification

Rachlin Cohen & Holtz LLP ("RCH") shall be liable and responsible for any and all damages to persons or property (hereinafter referred to as "loss"), and shall indemnify and hold harmless the village, its elected and appointed officials, and its employees, agents and representatives for the loss and any liabilities, claims, demands, actions, judgments, costs and reasonable expenses (including reasonable attorney fees) directly relating to the loss, if the loss was solely caused as a result of RCH's failure to satisfy its obligations under generally accepted auditing standards through negligence or error or omission of RCH or its employees, if any; and RCH shall pay all claims and losses of any nature whatever arising therefrom, and shall defend Village, when applicable, all suits arising therefrom and shall pay all costs and judgments which may issue thereon, except

Mr. Charles Scurr, Village Manager
Village of Palmetto Bay
October 2, 2003
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to the extent caused by the negligence, error or omission of the village's officers or employees or by any third party.

Insurance

During the term of this agreement, RCH will carry professional liability insurance coverage in the amount of \$5,000,000.00, with deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which RCH shall become legally obligated to pay as damages for claims arising out of the services performed by RCH any person employed by RCH in connection with this engagement agreement. The insurance shall be maintained for three years after completion of services under this engagement agreement. The insurance shall be placed with best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

RCH shall furnish certificates of insurance to the village prior to the commencement of operations and the policy or policies shall name village as additional insured and shall reflect the hold harmless provision contained in this engagement agreement. The certificates shall clearly indicate that RCH has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the village. Compliance with the foregoing requirements shall not relieve RCH of its liability and obligations under this engagement agreement.

Document Production

The village agrees that all records, documentation, and information requested in connection with the audit will be made available, that all material information will be disclosed and that the full cooperation of village personnel will be provided. As required by generally accepted auditing standards, specific inquiries will be made of management about the representations embodied in the financial statements, the effectiveness of the internal controls and the village's compliance with certain laws and regulations, and village management will provide a representation letter about these matters. The responses to inquiries, the written representations, and the results of audit tests comprise the evidential matter the auditors will rely upon in forming an opinion on the financial statements. Because of the importance of management's representations to the effective performance of the audit services, the village will release RCH and their personnel from any claims, liabilities, costs and expenses relating to their services under this agreement attributable to any misrepresentations in the representation letter referred to above. The rights and remedies of the village provided in this paragraph shall not be exclusive and

Mr. Charles Scurr, Village Manager
Village of Palmetto Bay
October 2, 2003
Page 7 of 11

are in addition to any other rights and remedies provided by law or under this engagement letter.

Document Retention

The workpapers for this engagement will be retained for a minimum of three years after the date of the auditors' report is issued or for any additional period requested by the regulatory or grantor agency. If RCH is aware that any regulatory agency, or auditee is contesting an audit finding, RCH will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

Ownership of Documents

All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by RCH under this engagement agreement shall be deemed the property of the village and the village shall have all rights incident to this ownership. RCH acknowledges that all documents prepared under this engagement agreement shall be public records, and shall be subject to public inspection and copying, as provided by Florida Statutes chapter 119. Upon conclusion of this engagement agreement and any extensions, all documents shall be delivered by RCH to the village. RCH shall have the right to retain copies of the documents at RCH's expense.

Termination for the Convenience of the Village

The village may terminate this engagement agreement at any time by giving 30 days written notice to RCH. If the engagement agreement is terminated by the village as provided herein, RCH shall be paid for the time provided and expenses incurred up to and including the termination date.

Right to Withhold

If work identified under this engagement letter is not performed in accordance with the terms hereof, the village has the right to withhold any payment due to us, of any sums as the village may deem ample to protect it against loss, or to ensure payment of claims arising therefrom, and, at its option, the village may apply such sums in such manner as the village may deem proper to secure itself or to satisfy such claims. The village will provide RCH with ten (10) days prior written notice in the event that it elects to exercise its right to withhold under this section.

Mr. Charles Scurr, Village Manager
Village of Palmetto Bay
October 2, 2003
Page 8 of 11

Termination Due to Nonpayment

RCH's invoices for services will be rendered as work progresses and are payable within 30 days. In accordance with RCH's firm policies, work may be suspended if the village account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If RCH elects to terminate our services for nonpayment, our engagement will be deemed to have been completed even if RCH has not completed our report. The village will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs (postage, copies, faxes) through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If there are significant changes to the nature of the operations and the fund structure of the village, RCH will discuss the additional time necessary to complete the audit. If significant additional time is necessary, RCH will discuss it with the village and arrive at a new fee estimate before RCH incurs the additional costs.

In the event that RCH determines to resign due to nonpayment but not pursuant to the right to withhold provision, and the village seeks damages allegedly resulting from such resignation, RCH's maximum liability to the village in the event RCH is held liable because of such resignation shall be limited to the fees actually paid to RCH to the date of resignation. This engagement agreement is renewable at the option of the Village of Palmetto Bay. The village designates its village manager with the authority to renew RCH's engagement annually, for up to two years.

Sovereign Immunity and Attorneys' Fees

The village does not waive sovereign immunity for any claim for breach of contract except to amount of the contract; provided, however, that in any action arising out of or to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including, but not limited to paralegal costs, and computer research costs. The village shall not be liable for the prejudgment interest.

Entire Contract

This engagement agreement, when signed by all of the parties, constitutes the full and complete understanding and contract of the parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This engagement agreement and any incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts, agreements or understandings, oral or written, between the parties. In the event of any conflict, the terms of this engagement

Mr. Charles Scurr, Village Manager
Village of Palmetto Bay
October 2, 2003
Page 9 of 11

agreement will govern over the provisions of any incorporated documents.

Notices

All notices given or required hereunder shall be deemed sufficient if sent United States mail, postage prepaid, to the address of RCH and to the village specified in this engagement agreement, unless either party hereto shall specify to the other party a different address for the giving of such notices.

Jurisdiction and Venue

Florida law shall govern the terms of this engagement letter. Venue shall be in state or federal court within Miami-Dade County, Florida.

Mediation

Any claim or dispute arising out of or related to this engagement agreement shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both village and RCH waive any right to arbitration. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon. Contracts reached in mediation shall be enforceable as settlement contracts in the circuit court for the 11th judicial circuit for the State of Florida.

Contracting Officer Representation

For the purposes of this engagement agreement, the contracting officers are as follows:

To the village: Village of Palmetto Bay
Attn: Village Manager, Charles D. Scurr
8950 SW 152nd Street
Palmetto Bay, FL 33157
(305) 259-1234

To RCH: Rachlin Cohen & Holtz LLP
Attn: G. Jerry Chiocca, Director
One Southeast Third Avenue, Tenth Floor
Miami, Florida 33131
(305) 377-4228

Mr. Charles Scurr, Village Manager
Village of Palmetto Bay
October 2, 2003
Page 10 of 11

Non-Discrimination

RCH agrees that no person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this engagement agreement on account of race, creed, color, sex, religion, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Severability

Should any section or any part of any section of this engagement agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other section or part of any section of this engagement agreement.

Contingency Fee and Code of Ethics Warranty

RCH warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and RCH has not, and will not, pay a fee the amount of which is contingent upon the village awarding this engagement agreement to RCH. RCH warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this engagement agreement in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances. A violation of this paragraph will result in the termination of the engagement agreement and forfeiture of funds paid, or to be paid, to RCH.

Assignability of Engagement

RCH further affirms that RCH shall not assign or transfer any interest in this engagement except that claims for monies due or to become due from the village under this engagement may be assigned to a bank, trust company, or other financial institution.

As required by Government Auditing Standards, RCH has attached a copy of our most recent peer review.

RCH appreciates the opportunity to be of service to the Village of Palmetto Bay and believe this letter accurately summarizes the significant terms of our engagement. If

Mr. Charles Scurr, Village Manager
Village of Palmetto Bay
October 2, 2003
Page 11 of 11

you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

G. Jerry Chiocca, CPA
Director

AGREED TO AND ACCEPTED:

ATTEST:

The Village of Palmetto Bay

By : _____
Charles D. Scurr,
Village Manager

By : _____
Meighan J. Pier,
Village Clerk

Dated : _____

Dated : _____

Approved as to form:

By: _____
Earl G. Gallop, Village Attorney
The Village of Palmetto Bay

TAB 17



MEMORANDUM

To: Honorable Mayor, & Town Council
From: Steven J. Alexander, Town Manager
Date: September 6, 2006
Re: DIGITAL CAMERAS - POLICE

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR DIGITAL CAMERAS; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the initial start-up of the Town, staff has identified the need for digital cameras for the Police Department.

In accordance with Section 3.10 of the Town Charter, the Town Manager hereby recommends to the Town Council that it is impracticable to formally competitively bid this issue because of the immediate need to procure said equipment. Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for item through a formal Request for Proposal due to the typical three month minimum time required for such formal process however, staff will solicit competitive quotations for this item. The Manager has determined that it is advisable to acquire this equipment, at a reasonable cost to be determined by the Manager, **not to exceed \$1,000**.

Funds for these activities are available within the Town Budget.

RECOMMENDATION

My recommendation is that, subject to the provisions of the Town Charter cited above, formal competitive bidding be waived upon a 4/5 vote of the Town Council, and that the Town Manager be authorized to procure these items.

RESOLUTION 06-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING; APPROVING THE PURCHASE OF DIGITAL CAMERAS FOR THE POLICE DEPARTMENT, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") Police Department requires digital cameras for day-to-day practices; and

WHEREAS, the Town Council finds that it is both necessary and appropriate to acquire the digital cameras for the Cutler Bay Police Department; and

WHEREAS, in accordance with Section 3.10 of the Town Charter, the Town Manager has made a written recommendation to the Town Council and the Town Council has determined that it is impracticable to competitively bid these items because they are available from only one vendor, and the Town Council finds that approval of the Vendor for the purchase of the goods is in the best interest 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. The Town Manager is authorized to procure the digital cameras, as described in Exhibit "A" on behalf of the Town, with the vendor and the competitive bidding requirements of Section 3.10 of the Town Charter are hereby waived to the extent they would require a competitive process for the selection of a vendor for the procurement of various digital camera equipment.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSES AND ADOPTED this ____ day of _____, 2006.

Paul S. Vrooman, Mayor

Attest:

Erika Gonzalez-Santamaria
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Councilmember Peggy R. Bell _____



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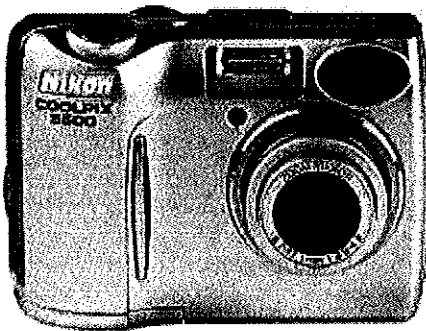
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Highlights || Customer reviews || How to get it || **Specifications** || Accessories || Click & Learn

Picture quality

Megapixel gross <input type="button" value="?"/>	Info unavailable
Megapixel effective CCD <input type="button" value="?"/>	5.1
Zoom range <input type="button" value="?"/>	3x optical, 4x digital
Flash features	Auto, auto with red-eye reduction (advanced red-eye reduction), anytime flash, flash cancel, slow sync

Convenience

LCD screen size	1.8"
Self timer <input type="button" value="?"/>	Yes (10-second countdown)

Memory

Type of memory storage	Internal and SD™ memory card
Included memory	14MB internal

Inputs and outputs

Direct to TV	Yes
--------------	-----

Protect it

Circuit City A Plan for 2 ye COOLPIX56 \$24.99

Accessories

Recommen



PictBridge-enabled No
 Included software None

Power

and type of batteries required 2 AA batteries

General features

Warranty Parts 12 Months
 Warranty Labor 12 Months

Dimensions

Height 2.4 inches
 Width 3.3 inches
 Depth 1.4 inches
 Weight 0.3 lbs

All prices, specifications & items are subject to change without notice. Be sure to check our rebates section to see if there are any current rebates on these products. Prices in your local Circuit City store may vary due to local sales and competitive adjustments. See our **Price Match Plus Guarantee**.



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- 24/24 Pickup Guarantee
- Protection plans
- Additional services
- Request a catalog
- Partsearch

Trust

- Guarante
- Privacy p
- Automati

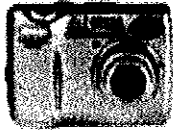


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NIK COOLPIX5600

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TAB 18

RESOLUTION NO. 06-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN UNUSUAL USE FOR OUTDOOR SEATING FOR THE R.J. GATORS RESTAURANT, WHICH IS WITHIN THE SHOPPING CENTER LOCATED AT 18415 SOUTH DIXIE HIGHWAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Woolbright Pembroke Ltd. (the "Applicant") has submitted an application to the Town of Cutler Bay (the "Town") for the approval of an unusual use for outdoor seating for the R.J. Gators restaurant, which is located within the shopping center at 18415 South Dixie Highway; and

WHEREAS, Town staff has reviewed the requirements of the Town Code of Ordinances and has recommended approval of this request with conditions; and

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

WHEREAS, the Town Council finds that this unusual use is consistent with Miami-Dade County's Comprehensive Development Master Plan, which now functions as the Town's Comprehensive Plan.

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

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

Section 2. Approval of an Unusual Use for Outdoor Seating. The Town Council hereby approves the request by the Applicant, subject to the conditions below, for an unusual use for outdoor seating for the R.J. Gators restaurant, which is located within the shopping center at 18415 South Dixie Highway.

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

1. That the Applicants apply for and obtain a Certificate of Use from the Town for the outdoor seating, upon compliance with all terms and conditions, the same subject to cancellation upon violation of any of the conditions.
2. That the outdoor seating area be arranged in a manner so as not to obstruct pedestrian and wheelchair access to the entrance of the premises.

3. That the Applicant submits an outdoor seating plan within 30 days of approval of this Resolution showing where said use is to be permitted.
4. That all conditions of Resolutions Nos. Z-231-83 and 5-ZAB-57-95 remain in full force and effect, except as herein modified.

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

PASSED and ADOPTED this ____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Councilmember Peggy R. Bell _____



MEMORANDUM

To: Steven Alexander, Town Manager

From: Joseph M. Corradino, AICP, Interim Town Planning Consultant

Date: August 30, 2006

Re: Woolbright Pembroke Ltd./R. J. Gator's Restaurant

Application No.: 06-24 (Unusual Use to allow outdoor seating)

REQUEST:

An **Unusual Use** to permit outdoor seating.

BACKGROUND AND ANALYSIS:

Background.

On August 23, 2006, this application was submitted to the Town for approval of an Unusual Use (outdoor seating). The application is to allow for an approximately 750 square foot area to be utilized for outdoor seating for R. J. Gator's, which is a casual, Florida-themed restaurant. This restaurant is located on an out parcel of the South Dade Shopping Center, a commercial development featuring retail and restaurant uses, which is located at 18415 South Dixie Highway. Prior to public hearing, the applicant met with Town staff on several occasions in order to discuss the project and gather input.

Analysis.

Pursuant to Section 33-13 "Unusual Uses," of the Town Code of Ordinances, upon a public hearing, certain uses may be permitted in zoning districts where they may not otherwise be permitted. In this instance, outdoor patios and table service in connection with restaurants are considered an Unusual Use in the BU-1A zoning district.

1. Consistency with the Comprehensive Development Master Plan

The Miami-Dade County Comprehensive Development Master Plan currently functions as the Town's Comprehensive Plan. The property is designated for Business and Office use under the CDMP. The proposed use is consistent with the CDMP designation.

2. Zoning

The property is zoned Limited Business (BU-1A) use. BU-1A (Limited Business District) allows for more local type of retail and convenience facilities such as: auto sales, service stations (full- and self-service), grocery stores, theaters, storage facilities, pubs, bars, and restaurants. As provided above, the property is currently being used as a restaurant. Outdoor patios and table service are uses, which are customarily associated with restaurants. Therefore, the proposed use would be consistent with the current use of the property and is consistent with the property's zoning designation.

RECOMMENDATION:

It is recommended that the Town Council **approve** the request for an Unusual Use for outdoor seating, subject to conditions as set forth below.

CONDITIONS:

1. That the applicant apply for and obtain a Certificate of Use from the Town for the outdoor seating, upon compliance with all terms and conditions, the same subject to cancellation upon violation of any of the conditions.
2. That the outdoor seating area be arranged in a manner so as not to obstruct pedestrian and wheelchair access to the entrance of the premises.
3. That the applicant submits an outdoor seating plan within 30 days of approval of this Resolution showing where said use is to be permitted..
4. That all conditions of Resolutions Nos. Z-231-83 and 5-ZAB-57-95 remain in full force and effect, except as herein modified.

05	56	40
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Sec. Twp. Range

**ZONING HEARING APPLICATION
MIAMI-DADE COUNTY
DEPARTMENT OF PLANNING & ZONING**

LIST ALL FOLIO #S: 36-6005-067-0010

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).

Woolbright Pembroke Ltd.

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

Mailing Address: see Contact Person

City: _____ State: Florida Zip: 33177 Phone#: _____

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

Owner's Name (Provide name of ALL owners): See Contact Person

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone#: _____

- 4. CONTACT PERSON'S INFORMATION:**

Name: Graham Penn Company: Bercow & Radell

Mailing Address: 200 S. Biscayne Boulevard, Suite 850

City: Miami State: Florida Zip: 33131

Phone#: (305) 377-6229 Fax#: (305) 377-6222 E-mail: gpenn@brzoninglaw.com

- 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, range. If the application contains multiple rezoning requests, then a legal description for each sub-area must be provided. Attach separate sheets, as needed).

See Attached

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

S.E. Corner S.W. 184 Street (Eureka Drive) and U.S. Highway One

7. SIZE OF PROPERTY (In acres): 27 (divide total sq. ft by 43,560 to obtain acreage)

8. DATE property acquired leased: 10/2003 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.

N/A

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)

12. PRESENT ZONING CLASSIFICATION: BU-1A

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: Outdoor seating for a restaurant use

Use Variance: _____

Alternative Site Development: _____

Special Exception: _____

Modification of previous resolution/plan: _____

Modification of Declaration or Covenant: _____

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:

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: South Dade Shopping Center

17. Is there any existing use on the property? no yes. If yes, what use and when established?

Use: Shopping Center Year: 1984

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. (1)(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

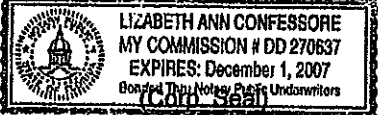
Sworn to and subscribed to before me
this ___ day of, _____.

Notary Public: _____
Commission Expires: _____

LIMITED PARTNERSHIP AFFIDAVIT

I, Duane Stiller, being first duly sworn, depose and say that I am the President of Woolbright 9 Florida, Inc., which is the General Partner of Woolbright Pembroke Ltd., and, as such, have been authorized to file this application for public hearing; and that said limited partnership is the owner of the property described herein and that is the subject matter of the proposed hearing.

Attest: Duane Stiller



Authorized Signature
President
Office Held

Sworn to and subscribed to before me
this 25 day of, August, 2006

Notary Public: _____
Commission Expires: 12/1/07

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 tenant of the property described herein which is the subject matter of the proposed hearing.

(Name of Partnership)

By _____ %
By _____ %

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: _____

RESPONSIBILITIES OF THE APPLICANT

I AM AWARE THAT:

1. The Public Works Department, the Department of Environmental Resources Management (DERM), and other County 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 County boards, and/or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM or Public Work 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. Applications withdrawn within 60 days of the filing are eligible for a refund of 50% 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. Any covenant to be proffered must be submitted to the Department's Legal Counsel, on County 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 can advise as to additional requirements applicable to foreign corporations. Documents submitted to Legal Counsel must carry a cover letter indicating subject matter, application number and hearing date. Legal Counsel may be reached at (305) 375-3075.

(Applicant's Signature)

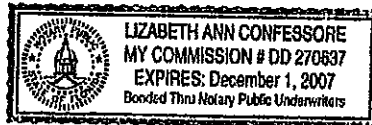
Duane Stiller, President of Woolbright 9 Florida, Inc.,
General Partner of Woolbright Pembroke Ltd.

(Print Name)

Sworn to and subscribed before me this 25 day of August, 2006. Affiant is personally known to me or has produced _____ as identification.

(Notary Public)

My commission expires 12/1/07



DISCLOSURE OF INTEREST*

If a **CORPORATION** owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

CORPORATION NAME: N/A

<u>NAME AND ADDRESS</u>	<u>Percentage of Stock</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If a **TRUST** or **ESTATE** owns or leases the subject property, list the trust beneficiaries and percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME: N/A

<u>NAME AND ADDRESS</u>	<u>Percentage of Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If a **PARTNERSHIP** owns or leases the subject property, list the principals including general and limited partners. [Note: Where partner(s) consist of other partnership(s), corporation(s), trust(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interests].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: Woolbright Pembroke Ltd.

<u>NAME AND ADDRESS</u>	<u>Percent of Ownership</u>
<u>See attached</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

If there is a **CONTRACT FOR PURCHASE** by a corporation, Trust or Partnership, list purchasers below, including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or similar entities, further disclosure shall be made to identify natural persons having ultimate ownership interests].

NAME OF PURCHASER: N/A

<u>NAME ADDRESS AND OFFICE (if applicable)</u>	<u>Percentage of Interest</u>
_____	_____
_____	_____
_____	_____

Date of contract: _____

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust:

NOTICE: For changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest is required.

The above is a full disclosure of all parties of interest in his application to the best of my knowledge and belief.

Signature: _____
(Applicant)

Sworn to and subscribed before me this day of 25, August, 2006. Affiant is personally known to me or has produced _____ as identification.

[Signature]
(Notary Public)



My commission expires 12/1/07

*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or a other country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five percent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership corporation or trust.

**OWNERSHIP AFFIDAVIT
FOR
LIMITED PARTNERSHIP
WOOLBRIGHT PEMBROKE LTD.**

STATE OF Florida
COUNTY OF Palm Beach

Public Hearing No.

Before me, the undersigned authority, personally appeared Duane J. Stiller, hereinafter the Affiant, who being first duly sworn by me, on oath, deposes and says:

1. Affiant is the president of the Woolbright 9 Florida, Inc. corporation.
2. Woolbright 9 Florida, Inc. is the General Partner of Woolbright Pembroke Ltd., the owner of the property that is the subject of the proposed hearing. Woolbright Pembroke Ltd. has the following address: 3200 N. Military Trail, Fourth Floor, Boca Raton, Florida 33431.
3. The subject property is legally described as: See attached.
4. Affiant is legally authorized to file this application for public hearing.
5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

IN WITNESS WHEREOF, Woolbright Pembroke Ltd. has caused these presents to be signed in its name by the representative of its General Partner.

Witnesses:

[Signature]
Signature
Lizabehn Ann Confessore
Print Name

[Signature]
Signature
BEATRICE M. JOHNSON
Print Name

Woolbright Pembroke Ltd.
Name of Limited Partnership
Address:
3200 N. Military Trail, Fourth Floor
Boca Raton, Florida 33431

By [Signature]
Duane J. Stiller, President of
Woolbright 9 Florida, Inc.,
General Partner of Woolbright
Pembroke, Ltd.

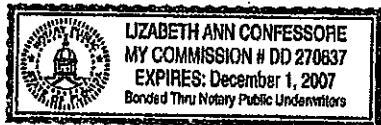
35-6005-067-0010

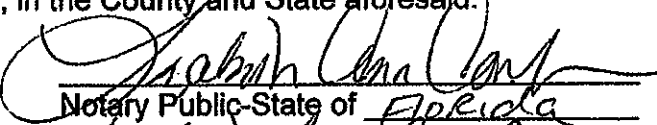
STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by Duane J. Stiller, the President of Woolbright 9 Florida, Inc. on behalf of the corporation. He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 25 day of AUGUST, 2006, in the County and State aforesaid.




Notary Public State of Florida
Elizabeth Ann Confessore
Print Name

My Commission Expires:

A

LEGAL DESCRIPTION:

All of Tract "A", SOUTH DADE SHOPPING CENTER, according to the plat thereof recorded in Plat Book 123, at Page 68, of the Public Records of Miami-Dade County, Florida, lying and being in the NE 1/4 of Section 5, Township 56 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 5, thence South 85 degrees 46 minutes 15 seconds West along the North line of said Section 5 for 673.97 feet to the Northeast corner of Tract 2 of PERRINE GRANT SUBDIVISION, according to the plat thereof recorded in Plat Book 1, at Page 4, of the Public Records of Dade County, Florida, thence South 02 degrees 33 minutes 31 seconds East along the East line of said Tract 2 for 40.02 feet to the Point of Beginning of the hereinafter described parcel of land; the following seven (7) courses being along the exterior boundary of said Tract "A", (1) thence South 85 degrees 46 minutes 15 seconds West along the South right-of-way line of S.W. 184th Street (Eureka Drive) for 1266.76 feet, (2) thence South 53 degrees 08 minutes 15 seconds West for 26.96 feet, (3) thence South 20 degrees 30 minutes 15 seconds West along the East right-of-way line of U.S. #1 (S.R. No. 5) for 737.89 feet; (4) thence North 87 degrees 57 minutes 53 seconds East along the North line of Mobil Oil Corporation property as recorded in Official Record Book 7643, at Page 154 and 155 of the Public Records of Dade County, Florida for 150.00 feet; (5) thence South 20 degrees 30 minutes 15 seconds West along the East line of said Mobil Oil Corporation property for 150.00 feet; (6) thence North 87 degrees 57 minutes 53 seconds East along the North right-of-way line of S.W. 186th Street (Quail Roost Drive) for 1486.38 feet; (7) thence North 02 degrees 33 minutes 31 seconds West for 884.00 feet to the Point of Beginning.

LESS AND EXCEPT:

AMC THEATER PARCEL

A portion of Tract "A", SOUTH DADE SHOPPING CENTER, according to the plat thereof recorded in Plat Book 123, at Page 68, of the Public Records of Miami-Dade County, Florida, lying and being in the NE 1/4 of Section 5, Township 56 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the most Westerly Southwest corner of said Tract "A"; thence N 20°30'15" E along the Westerly line of said Tract "A", also being the Easterly right of way line of U.S. Highway No. 1 (State Road No. 5) (Dixie Highway) for 110.22 feet; thence S 69°28'53" E for 11.97 feet to the Point of Beginning of the hereinafter described parcel of land; thence N 20°30'15" E along a line being parallel with and 11.97 feet Easterly of said Westerly line of Tract "A", also being the Easterly right of way line of U.S. Highway No. 1 (State Road No. 5) (Dixie Highway) for 234.04 feet; thence S 69°24'39" E for 174.67 feet; thence S 20°30'15" W for 233.82 feet; thence N 69°28'53" W for 174.67 feet to the Point of Beginning.

Exhibit B

Interests in Woolbright Pembroke, Ltd.

	Percentage of Interest
Woolbright 9 Florida, Inc. (General Partner) 3200 North Military Trail Fourth Floor Boca Raton Florida 33431	1%
Duane Stiller 3200 North Military Trail Fourth Floor Boca Raton Florida 33431	64.8%
Michael Fimiani 3200 North Military Trail Fourth Floor Boca Raton Florida 33431	16.2%
South Dade Property Investments, Inc. 2201 N.W. 30 Place, #A Pompano Beach, Florida 33069	18%

Interests in Woolbright 9 Florida, Inc.

Duane Stiller 3200 North Military Trail Fourth Floor Boca Raton Florida 33431	80%
Michael Fimiani 3200 North Military Trail Fourth Floor Boca Raton Florida 33431	20%

Interests in South Dade Property Investments, Inc.

TAM Investment Company 2201 N.W. 30 Place, #A Pompano Beach, Florida 33069	100%
----------------------------------------------------------------------------------	------



BERCOW & RADELL
ZONING, LAND USE AND ENVIRONMENTAL LAW
DIRECT LINE: (305) 377-8228
E-Mail: gpenn@BRZoningLaw.com

VIA HAND DELIVERY

August 30, 2006

Ms. Diane O'Quinn Williams
Director
Department of Planning and Zoning
Stephen P. Clark Center
111 NW 1st Street
11th Floor
Miami, FL 33128

RE: Amended Letter of Intent to Request Outdoor Restaurant Seating – South Dade Shopping Center – S.E. Corner of S.W. 184 Street and South Dixie Highway, Cutler Bay, Florida.

Dear Diane:

This law firm represents Woolbright Pembroke, Ltd. (the "Applicant"), the owner of the 27 acre South Dade Shopping Center parcel lying at the southeast corner of S.W. 184 Street and South Dixie Highway in Cutler Bay "Property"). Please consider this letter the Applicant's letter of intent in order request an unusual use to permit outside restaurant seating on the Property.

The Property. The Property is designated for Business and Office use under the Comprehensive Development Master Plan ("CDMP"), and is zoned for Limited Business (BU-1A) use. The Property has been developed for approximately twenty years with the South Dade Shopping Center, a commercial development featuring retail and restaurant uses. One of the restaurants on the property is the casual Florida-themed R.J. Gator's.

Zoning Request. The operators of the R.J. Gator's location in the center have asked to offer their customers the option of outside seating. The restaurant is in a outparcel location and has more than sufficient room to safely and comfortably add outdoor seating area. The Applicant believes that such activity would both be compatible with the approved uses on the Property and would help the surrounding area achieve an ambience that

Ms. Diane O'Quinn Williams
August 30, 2006
Page 2 of 2

would encourage more pedestrian activity in the neighborhood. We further believe that the addition of outside restaurant seating to the R.J. Gator's location will not present undue interference or disturbance to surrounding uses both within and outside the center. The proposed outdoor seating area is not located in a manner that would create impacts on surrounding properties. The Applicant therefore makes the following zoning request:

An unusual use to permit the R.J. Gator's restaurant on the Property to offer outdoor seating to its patrons.

Conclusion. We look forward to your favorable recommendation. Should you have any questions or concerns, please do not hesitate to phone my direct line at (305) 377-6229.

Sincerely,

Graham Penn

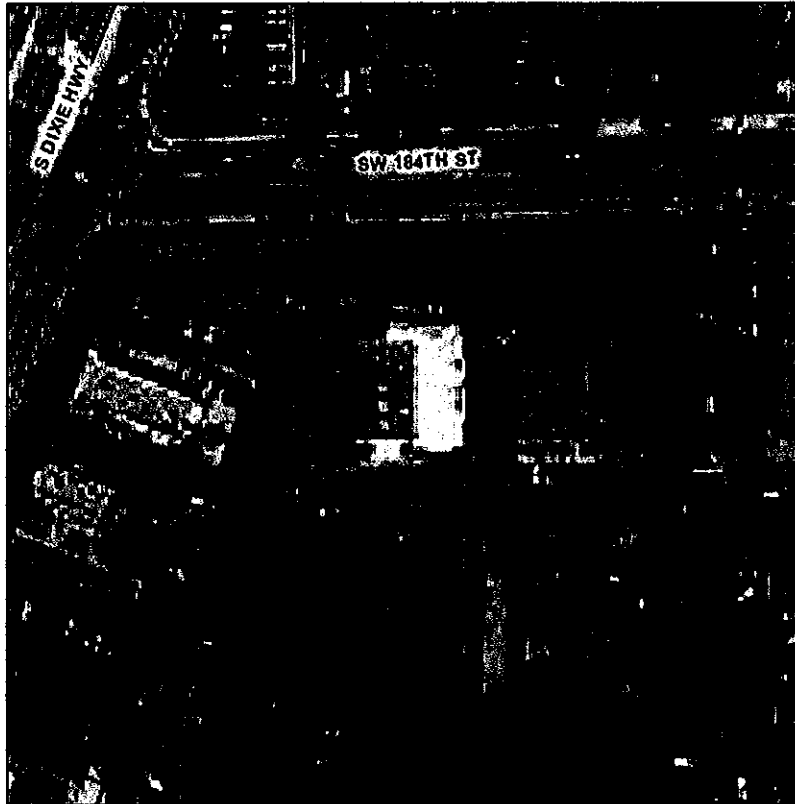
cc: Robert Powell
Mark Rickards

My Home
Miami-Dade County, Florida



miamidade.gov

Property Information Map



Digital Orthophotography - 2005

0 ——— 65 ft

This map was created on 8/30/2006 12:09:17 PM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.



Close

Summary Details:

Folio No.:	36-6005-067-0010
Property:	18403 S DIXIE HWY
Mailing Address:	WOOLBRIGHT 9 FLA INC DUANE J STILLER & MICHAEL FIMIANI 3200 N MILITARY TRAIL 4TH FLOOR BOCA RATON FL 33431-

Property Information:

Primary Zone:	6200 ARTERIAL BUSINESS
CLUC:	0011 RETAIL
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	212,338
Lot Size:	1,188,054 SQ FT
Year Built:	1984
Legal Description:	SOUTH DADE SHOPPING CENTER PB 123-68 TR A LESS COMM AT MOST SWLY COR OF TR A TH N 20 DEG E 110.22FT S 69 DEG E 11.97FT FOR POB TH N 20 DEG E 234.04FT S 69 DEG E

Sale Information:

Sale O/R:	21756-0134
Sale Date:	10/2003
Sale Amount:	\$23,900,000

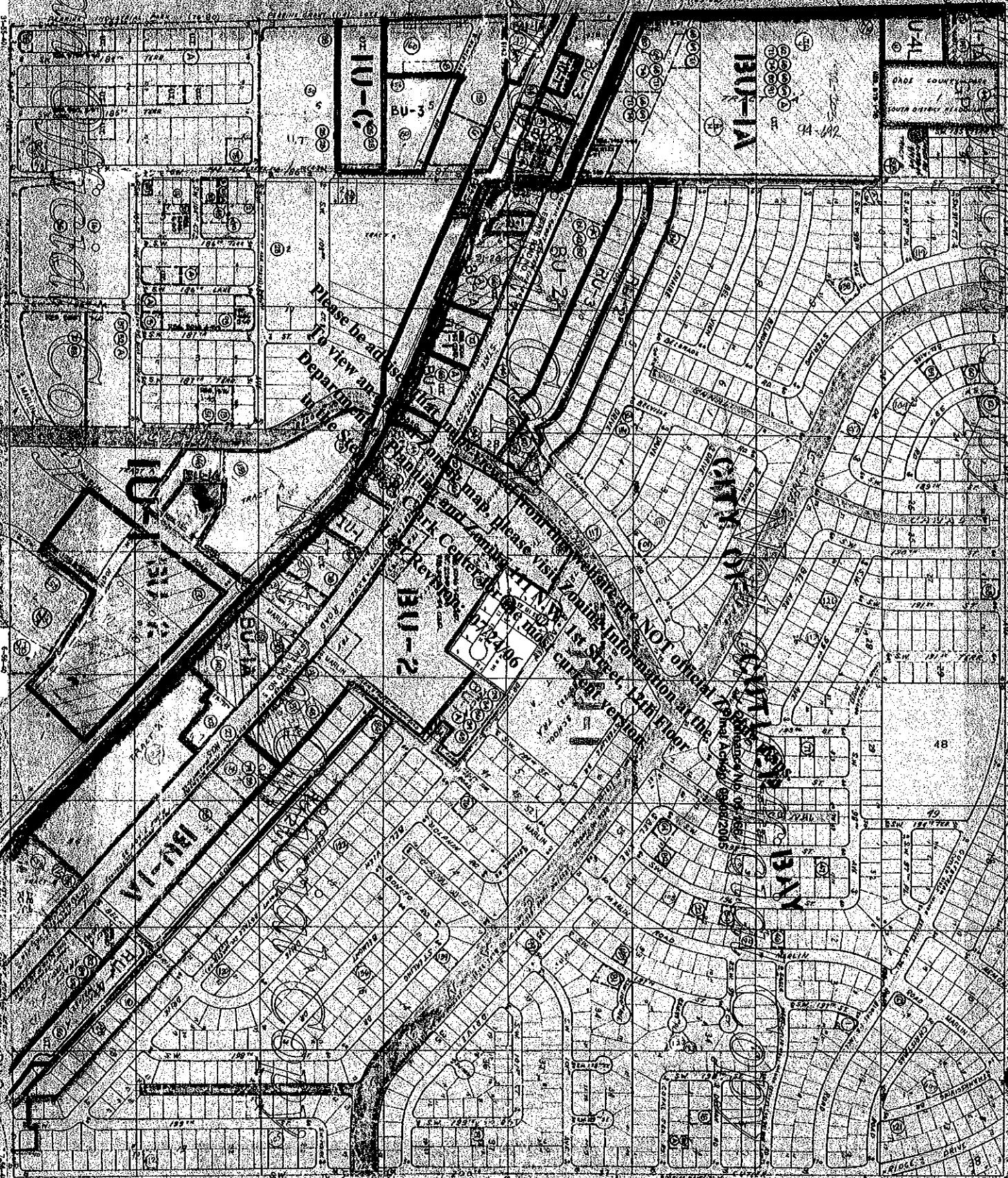
Assessment Information:

Year:	2006
Land Value:	\$11,286,513
Building Value:	\$11,113,487
Market Value:	\$22,400,000
Assessed Value:	\$22,400,000
Total Exemptions:	\$0
Taxable Value:	\$22,400,000
Past Assessment:	30-6005-067-0010

NO 101

NO 101

NO 101



Please be advised that this map is for informational purposes only. For more information, please visit the Planning and Zoning Department at the City Center, 1st Street, 12th Floor, or call the Planning and Zoning Department at 724-496-1249.

For more information, please visit the Planning and Zoning Department at the City Center, 1st Street, 12th Floor, or call the Planning and Zoning Department at 724-496-1249.

NO 101

ZONING MAP

2

TAB 19

RESOLUTION NO. 06-___

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA CREATING A CITIZEN ADVISORY COMMITTEE FOR THE PURPOSE OF PROVIDING RECOMMENDATIONS TO THE TOWN COUNCIL ON THE IMPLEMENTATION OF A TOWN-WIDE MUNICIPAL WIRELESS INTERNET ACCESS SYSTEM, APPOINTING A COUNCIL LIAISON, AND PROVIDING FOR THE SELECTION OF COMMITTEE MEMBERS, PROVIDING FOR AUTOMATIC DISSOLUTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") desires to have a citizen committee of citizens with relevant knowledge and experience advise the Council as to the possible future implementation of a Town-wide municipal wireless internet access system, also known as a WiFi system, for the benefit of citizens and businesses in the Town; and

WHEREAS, Councilman Ernest Sochin has volunteered to serve as the Council liaison to the Committee and is particularly qualified to do so based on his many years of experience working in the electronics industry and his particular interest in the development of consumer friendly wireless technologies, and has begun studying potential wireless solutions for the Town.

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

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

Section 2. The Town Council hereby creates a citizen committee, to be known as the WiFi Committee to study, advise and make recommendations to the Town Council regarding the possible implementation of a Town-wide municipal wireless internet system. Councilman Ernest Sochin is hereby appointed Council liaison to the Committee and shall report to the Council as to

the Committee's activities on a regular basis. The Council liaison shall not be considered a member of the Committee.

Section 3. The Committee shall consist initially of five (5) citizens of the Town who shall be chosen by the Council liaison from a list of persons who volunteer by advising the Town Manager of their interest in serving on said Committee. The members shall serve until the Committee's work is deemed complete and the Committee automatically dissolves pursuant to section 4 below.

Section 4. The Committee shall be automatically dissolved at such time as the Council accepts its recommendations and advises the Committee that its services are no longer required.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this ____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest: _____
ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edwards P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 20

RESOLUTION NO. 06-70

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA,
APPROVING A TOWN MANAGER; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, Charter Section 3.2 of the Town of Cutler Bay (the "Town") provides that the Town Council shall appoint a Town Manager; and

WHEREAS, the Town Council finds that it is both necessary and appropriate to retain a Town Manager; and

WHEREAS, the Town Manager Selection Committee has worked diligently and has provided a list of ranked candidates; and

WHEREAS, the Town Council has reviewed the qualifications of the candidates and determined that the person named below is the most qualified to hold the position of Town Manager.

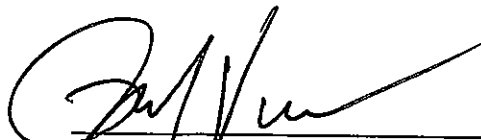
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

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

Section 2. Steven J. Alexander is appointed as Town Manager and the Mayor is authorized to negotiate the emoluments and terms of employment of the Town Manager subject to ratification by the Town Council.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 2nd day of August, 2006.



PAUL S. VROOMAN, Mayor

Attest:


ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

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

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the Town of Cutler Bay, Florida, a Florida municipal corporation (hereinafter referred to as "Town"), and STEVEN ALEXANDER (hereinafter referred to by name or as "Town Manager").

WITNESSETH:

WHEREAS, the Town desires to employ Steven Alexander as its first Town Manager, with all the powers of the Town Manager as provided for in Article III of the Town Charter; and

WHEREAS, the Town, through its Town Council, desires to provide for certain benefits and compensation for the Town Manager and to establish conditions of employment applicable to the Town Manager; and

WHEREAS, Steven Alexander desires to accept employment as Town Manager of the Town of Cutler Bay under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The Town of Cutler Bay hereby hires and appoints Steven Alexander as its Town Manager, under the terms established herein, to perform the duties and functions specified in the Town Charter and the Town Code of Ordinances and to perform such other legally permissible and proper duties and functions as the Town Council shall from time to time assign.

B. The Town's employment of Steven Alexander as Town Manager shall be effective August 2, 2006. This Agreement shall remain in effect or until terminated by the Town or by the Town Manager as provided herein.

Section 2. Salary.

For the performance of services pursuant to this Agreement, the Town agrees to pay the Town Manager an annual base salary of \$135,000.00, payable in installments on a bi-weekly basis in addition to the benefits outlined herein for the initial year of this Agreement. The Mayor shall evaluate the Manager in September of each year and recommend raises or bonuses to the Town Council in order to adjust for the cost of living and to reward performance as outlined in objectives specified in the Manager's previous review.

Section 3. Duties and Obligations.

The Town Manager shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the Town of Cutler Bay. The Town Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

Section 4. Automobile Allowance and Communications Equipment

The Town Manager is required to be on call for twenty-four hour service. In recognition thereof:

A. The Town shall grant to the Town Manager a Town owned and maintained vehicle or in the case of a privately owned automobile, an allowance of \$600 per month. Such vehicle option shall be at the option of the Manager. The Town Manager shall lease or purchase, maintain, insure said private vehicle if so chosen.

B. The Town shall provide the Town Manager with a cell phone allowance of \$200 per month to compensate him for any business use on his personal phone in addition to any Town owned and maintained PDA for critical Town business.

Section 5. Professional Development

The Town agrees to pay reasonable and customary travel and subsistence expenses for the Town Manager's travel to and attendance at the Florida League of Cities' annual conference. The Town may choose to pay for the Town Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Council action.

Section 6. Community Involvement

The Town recognizes the desirability of representation in and before local civic and other organizations, and encourages the Town Manager to participate in these organizations to foster a continuing awareness of the Town's activities as well as the community's attitudes and ideas. Where an expense is involved for such participation, the Town Manager may request reimbursement and the Mayor may approve reimbursement of individual expenses of up to \$250. The Town Council shall consider and may ratify individual expenses exceeding \$250.

Section 7. Personal Time Off

The Town Manager shall earn 1.66 days per month of Personal Time Off (PTO) annually. Accrual of such time off shall be permitted and managed as indicated in the Employees' Handbook, which governs such policies and procedures for the Town's employees. The Town recognizes the value of time off for employees to rest and return to work with renewed vigor and, therefore, encourages the use of vacation leave. Employees may use vacation time as it is accrued. No more than two hundred and eighty (280) hours of accrued vacation time may be carried forward into the next calendar year.

Section 8. Holidays

The Town Manager is entitled to the paid holidays listed in the Employees Policy and Procedures Manual.

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Employee's Birthday (Must be taken during the month)
Personal Day (Must be taken before September 30th of every year)

Section 9. Insurance

The Town agrees to pay the cost of the Town Manager's and his immediate family's health, vision and dental insurance.

Section 10. Termination by the Town and Severance Pay

A. The Town Manager shall serve at the pleasure of the Town Council, and the Town Council may terminate this Agreement and the Town Manager's employment with the Town at any time, for any reason or for no reason. Provided however, that a minimum of 9 months compensation shall be paid as severance unless termination is with just cause. "Just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the City Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office as defined by the Town Council.
4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
5. The commission of any fraudulent act against the interest of the City.
6. The commission of any act which involves moral turpitude, or which causes the City disrepute.
7. Violation of the International City/County Management Association Code of Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

- B. Should a majority of the entire Council (three members) vote to terminate the services of the Town Manager "without cause", then within ten (10) business days following the end of the manager's employment with the Town, the Council shall cause the Town Manager to be paid any accrued and unpaid salary and benefits (including personal time off, holiday time and insurance but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Severance shall be paid to the Manager in the amount of nine months of salary if the Manager is terminated without cause at any time pursuant to this section. Furthermore, if the Manager is terminated by the town council within 90 days (before or after) of an election, the severance is to be one full year.

Section 11. Termination by the Town Manager

The Town Manager may terminate this Agreement at any time by delivering to the Town Council a written notice of termination not later than thirty (30) days prior to the effective date of the termination. If the Town Manager terminates this Agreement, then the provisions of Section 12, Paragraph B above, shall not apply. If the Town Manager voluntarily resigns pursuant to this Section, the Town shall pay to the Town Manager all accrued compensation due the Town Manager up to the Town Manager's final day of employment, including any accrued personal time off. The Town shall have no further financial obligation to Employee pursuant to this Agreement.

Section 12. Disability

If the Town Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 12, Paragraph B of this Agreement.

Section 13 Other Employment

Understanding the need for a full-time dedicated manager for the town's operations, the manager agrees that the position of Cutler Bay Town Manager will be his only form of employment, including full and part time employment or contractual functions such as consulting, without prior consent of the town council. A violation of this shall be considered cause for warning or termination.

Section 14. Indemnification.

A. Town shall defend, save harmless, and indemnify the Town Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Town Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town shall not be liable for the acts or omissions of the Town Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human life, safety, or property. In such instance, the Town Manager shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Town Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 15. Bonding

The Town agrees to bear the full cost of any fidelity or other bonds required of the Town Manager under the Town Charter or any policy, regulation, ordinance or law.

Section 16. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

D. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Miami-Dade County, Florida to the exclusion of any other venue. All parties hereby submit to the jurisdiction of said courts.

E. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

F. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

G. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

Executed by the TOWN this 6th day of September, 2006.

TOWN OF CUTLER BAY

By: _____
Paul Vrooman, Mayor

ATTEST:

Erika Gonzalez-Santamaria, Town Clerk

Executed by the TOWN MANAGER this _____ day of September, 2006

Steven Alexander

TAB 21



To: Honorable Mayor and Town Council

From: Steven Alexander, Town Manager

Re: Ordinance entitled "Temporary Storage Units" First Reading

Date: September 6, 2006

REQUEST:

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO TEMPORARY ONSITE STORAGE UNITS, PROVIDING FOR INCLUSION IN THE TOWN CODE;

BACKGROUND AND ANALYSIS:

As we progress towards being in control of our entire Town, we need to have the legal authority to address all of the issues, which affect the appearance of our community. The attached proposed ordinance is designed to enable our Code Compliance team to help keep our residential areas free of commercial or industrial appearing storage facilities. This ordinance is modeled after a similar and tested ordinance currently in effect in Pinecrest.

Fiscal Impact: None.

Recommendation: Approval at first reading and schedule the item for public hearing at second reading.

ORDINANCE NO. 06-

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATED TO TEMPORARY STORAGE UNITS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR REQUIREMENTS FOR PLACEMENT OF TEMPORARY STORAGE UNITS; PROVIDING FOR PLACEMENT OF TEMPORARY STORAGE UNITS IN OTHER ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") finds and determines that regulations are necessary in relation to temporary on site storage units; and

WHEREAS, the Town finds that these changes will promote the health, safety and welfare of the Town.

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

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

Section 2. Purpose and Intent. This Ordinance regulates the placement of Temporary Storage Units in order to promote the health, safety, and welfare of the residents of the Town and to preserve the aesthetic value of its neighborhoods.

Section 3. Definitions. The following definitions shall apply under this Ordinance:

A. User shall mean the person that owns, rents, occupies, or controls the property.

B. Supplier shall mean the company or vendor which supplies the Temporary Storage Unit to the property.

C. Temporary Storage Unit shall mean a transportable unit designed and used primarily for temporary storage of building materials (before they are utilized for building purposes), household goods, and other such materials for use on a limited basis on a property. Such unit shall not be considered an accessory structure as provided in the Code of the Town of Cutler Bay.

Section 4. Requirements for Placement of Temporary Storage Units. The following requirements shall apply to the placement of Temporary Storage Units in the residential zones:

A. It shall be unlawful for any person or entity to place or permit the placement of Temporary Storage Units on property located within a Residential Zoning District unless the placement complies with this section of the Town Code.

B. Temporary Storage Units shall only be placed on the User's driveway or a parking area or, if vehicular access exists at the side or rear of the site, the side or rear yard. The required parking space(s) shall at all times be maintained if temporary storage units are placed in parking areas. No more than two storage units may be placed on a property at any time.

C. The Temporary Storage Unit shall be located at such property for a maximum of fourteen (14) consecutive days, including the days of delivery and removal. An extension may be granted to the User by the Town Manager, or designee, subject to conditions, for a reasonable additional time period in an amount not to exceed fourteen (14) days.

D. A Temporary Storage Unit may not be located at a residential property for more than forty-five (45) days of any calendar year.

E. The User, as well as the Supplier, shall each be independently responsible for ensuring that the Temporary Storage Unit is maintained in good condition, free from evidence of deterioration, weathering, discoloration, graffiti, rust, ripping, tearing or other holes or breaks, at all times.

F. No Temporary Storage Unit shall be used to store solid waste, construction debris, demolition debris or any illegal or hazardous material. Upon reasonable notice to the User, the Town of Cutler Bay may inspect the contents of any Temporary Storage Unit at any reasonable time to ensure that it is not being used to store said materials.

G. No storage unit may be used to house humans or animals of any kind.

H. The date that the container was dropped off must be clearly posted, in a weather resistant manner, on the container.

Section 5. Placement of Temporary Storage Units in other Zoning Districts. A storage unit placed in a zoning district other than residential shall comply with the subsections C, D, E, F, and H above.

Section 6. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7. Inclusion In The Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and made a part of the Town of Cutler Bay Code; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 8. Conflicts. Any and all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 9. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this _____ day of _____, 2006.

PASSED AND ADOPTED on second reading this _____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 22



MEMORANDUM

To: Honorable Mayor and Town Council
From: Steven J. Alexander, Town Manager
Date: September 6, 2006
Re: Ordinance entitled "Street Vendor" First Reading

REQUEST:

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO STREET VENDORS, PROVIDING FOR INCLUSION IN THE TOWN CODE;

BACKGROUND AND ANALYSIS:

As we progress towards being in control of our entire Town, we need to have the legal authority to address all of the issues, which affect the appearance of our community. The attached proposed ordinance is designed to enable our police force to help keep our streets clean, safe and efficient. This ordinance is modeled after a similar and tested ordinance currently in effect in Pinecrest.

Fiscal Impact: None.

Recommendation: Approval at first reading and schedule the item for public hearing at second reading.

ORDINANCE NO. 06-

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING REGULATIONS RELATED TO ROADSIDE SALES BY AMENDING SECTIONS 33-243, 33-251.1, 33-253.5 AND 33-256.4 EACH ENTITLED "PROHIBITED USES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") finds and determines that amendments to the regulations related to roadside sales are necessary; and

WHEREAS, the Town finds that these changes will promote the health, safety and welfare of the Town.

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

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

Section 2. Amendment to Roadside Sales Regulations Article XXIV. The roadside sale regulations contained in Chapter 33, "Zoning," Article XXIV, "BU-1 Neighborhood Business District", Section 33-243 "Prohibited Uses" are hereby amended as follows:

Section 33-243. Prohibited Uses. The sale or distribution of material, fruit, or merchandise or other commodities from trucks, wagons or other vehicles parked on or along public or private streets or from open stands or vacant lots shall be prohibited. Such business on private or public property shall be conducted only from within approved permanent substantial buildings.¹

Section 3. Amendment to Roadside Sales Regulations Article XXV. The roadside sale regulations contained in Chapter 33, "Zoning," Article XXIV, "BU-1A Limited Business District", Section 33-251.1 "Prohibited Uses" are hereby amended as follows:

Section 33-251.1. Prohibited Uses. The sale or distribution of material, fruit, or merchandise or other commodities from trucks, wagons or other vehicles parked on or along public or private streets or from open stands or vacant lots shall be prohibited. Such business on private or public property shall be conducted only from within approved permanent substantial buildings.

¹ Additions to existing text are indicated by underline; deletions are indicated by ~~strikethrough~~.

Section 4. Amendment to Roadside Sales Regulations Article XXVI. The roadside sale regulations contained in Chapter 33, "Zoning," Article XXIV, "BU-2 Special Business District", Section 33-253.5 "Prohibited Uses" are hereby amended as follows:

Section 33-253.5. Prohibited Uses. The sale or distribution of material, fruit, or merchandise or other commodities from trucks, wagons or other vehicles parked on or along public or private streets or from open stands or vacant lots shall be prohibited. Such business on private or public property shall be conducted only from within approved permanent substantial buildings.

Section 5. Amendment to Roadside Sales Regulations Article XXVII. The roadside sale regulations contained in Chapter 33, "Zoning," Article XXIVII, "BU-3 Liberal Business District", Section 33-256.4 "Prohibited Uses" are hereby amended as follows:

Section 33-256.4. Prohibited Uses. The sale or distribution of material, fruit, or merchandise or other commodities from trucks, wagons or other vehicles parked on or along public or private streets or from open stands or vacant lots shall be prohibited. Such business on private or public property shall be conducted only from within approved permanent substantial buildings.

Section 6. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7. Inclusion In The Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and made a part of the Town of Cutler Bay Code; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 8. Conflicts. Any and all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 9. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this _____ day of _____, 2006.

PASSED AND ADOPTED on second reading this _____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

TAB 23

Memo

To: Mayor, Council members, and Town Manager, Town of Cutler Bay

From: Mitchell Bierman, Town Attorney

Date: 8/30/06

Subject: Occupational License Ordinance

At the request of the Town Manager, we have prepared an Occupational License ordinance. Florida Law permits a municipality to impose a tax and require a license pursuant to Fla. Stat. Section 205.042 for engaging in or managing a business occupation or profession in the Town. Such license requirements are in addition to any occupational licensing requirements of the County or State. A new municipality is required to set its taxes at amounts no greater than those of adjacent governing bodies and may increase them by no more than 5% after two years by super majority vote. In this case, both adjacent governing bodies, Miami Dade County and the Village of Palmetto Bay have the same rates. The tax rates applicable to the ordinance are adopted in a separate resolution so that they may be adjusted in the future by resolution. The ordinance contains twelve sections which are explained further below.

1. The first section of the ordinance provides that the Occupational License must be obtained by October 1st each year. The ordinance provides a grace period until December 1, 2006 for this year. This grace period is necessary because the Town will likely not have the ability to issue the occupational licenses until December 1, 2006. The occupational license tax requirement applies to: any person who maintains a permanent business location or branch office within the Town for the privilege of engaging in or managing any business, profession or occupation within the Town; any person who utilizes their home for authorized business activities; and to any person who transacts any business or engages in any occupation or profession in interstate commerce where such license tax is not prohibited by section 8 of article I of the United States Constitution. The ordinance requires a person to pay a license tax to the Town as outlined in the schedule as contained in the ordinance. A license tax is required for each type of business performed at the applicant's location that requires a separate license tax.

2. The second section of the ordinance allows for transfer of the license and allows for half year licenses.

3. The third section of the ordinance requires an application to be filed in order to obtain a license. The application must contain information including the applicant's name, address and telephone number, the particular location in the Town wherein the

applicant proposes to engage in the business for which the license is sought, the date proposed to commence business, a statement as to whether the fee is based on area, capacity, average value of stock carried, number of persons or things employed or engaged, quantity, valuation, or other contingency, and the names and addresses of corporate officers.

4. The fourth section of the ordinance provides that no license shall be issued prior to payment of a fee and compliance with the ordinance.

5. The fifth section of the ordinance provides for penalties for failing to obtain a license. The ordinance provides for a twenty-five percent delinquency penalty and a fine not to exceed \$500.00 or imprisonment in the County jail not to exceed 60 days, or both such fine and imprisonment. Each day that a violation continues is deemed a separate violation under the ordinance.

6. The sixth section of the ordinance provides for denial of licenses if false information was provided on the application or if within the past three years the applicant committed any act which if done by any person licensed to do business within the Town would constitute grounds for the revocation of the license.

7. The seventh section of the ordinance provides for appeals of denial of licenses to the Town Manager.

8. The eighth section of the ordinance allows for revocation of licenses for repeated violations of the code, misrepresentations in the application or affidavit, use of the business location for illegal or unsafe activities, use of the business location for activities not contemplated in the application, misrepresentations made to the Town during the application and investigation process, use of the business not in compliance with the conditions of the license, and lack of refuse collection or utility services. The ordinance provides for appeal of revocation of the license to the Town Manager within ten days of notice of revocation.

9. The ninth section of the ordinance requires display of the licenses in a prominent place.

10. The tenth section of the ordinance provides a catch all for those occupations not listed in the next two sections.

11. The eleventh section of the ordinance is a detailed section related to home occupational licenses.

12. The final section of the ordinance provides for a tax schedule of licenses based on occupation.

ORDINANCE NO. 06-

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATED TO OCCUPATIONAL LICENSES; PROVIDING FOR IMPOSITION OF A TAX; PROVIDING FOR THE TERM OF THE LICENSE AND TRANSFER OF THE LICENSE; PROVIDING FOR AN AFFIDAVIT FOR THE APPLICANT AND THE ANNUAL FILING INFORMATION; PROVIDING FOR PREREQUISITES FOR GRANTING A LICENSE AND INVALID LICENSES; PROVIDING FOR VIOLATIONS AND PENALITIES; PROVIDING FOR GROUNDS FOR DENIAL OF THE LICENSE; PROVIDING FOR APPEAL OF DENIAL OF LICENSE; PROVIDING FOR REVOCATION OF LICENSE; PROVIDING FOR DISPLAY OF LICENSE; PROVIDING FOR UNCLASSIFIED BUSINESS ACTIVITIES; PROVIDING FOR HOME OCCUPATION LICENSES; PROVIDING FOR A TAX SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") finds and determines that it is fair and just to impose an occupational license tax on those persons engaged in or managing any business, profession or occupation in the Town, for the privilege of working in the Town ; and

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

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

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

Section 2. Occupational Licenses.

Sec. 1. Tax imposed.

(a) Every person, as defined in F.S. § 205.022(3), engaged in or managing any business, profession or occupation in the Town is required to have a Town license and shall, on or before each October 1, before engaging in or managing any business, profession or occupation, register with the Town their name, profession or occupation, and their place of business. If October 1 falls on a weekend or holiday, the license shall be obtained on or before the first business day following October 1. No person shall engage in or manage any such business, profession or occupation without first obtaining the required

occupational license. The Town Manager or his designee shall develop administrative procedures relating to the issuance of business licenses and designate the department responsible for implementing the procedures and issuing the appropriate licenses.

(b) This occupational license tax requirement shall apply to:

(1) Any person who maintains a permanent business location or branch office within the Town for the privilege of engaging in or managing any business within the Town.

(2) Any person who maintains a permanent business location or branch office within the Town for the privilege of engaging in or managing any profession or occupation within the Town.

(3) Any person who utilizes their home for uses as outlined in subsection (b)(1) or (2) of this section for authorized business activities.

(4) Any person who does not qualify under the provisions of subsection (b)(1) or (2) of this section and who transacts any business or engages in any occupation or profession in interstate commerce where such license tax is not prohibited by section 8 of article I of the United States Constitution.

(c) A person shall be required to pay a license tax to the Town as outlined in the schedule contained in this article. A license tax shall be required for each type of business performed at the applicant's location that requires a separate license tax as outlined in the schedule contained in this article.

Sec. 2. Term of license; half year license; transfer of license.

(a) Licenses issued under this article shall expire on September 30 of each year. No license shall be issued for more than one year. For each license obtained between October 1 and April 1, the full tax for one year shall be paid, and for each license obtained between April 1 and September 30, one-half the full tax for one year shall be paid.

(b) Any license may be transferred with the approval of the Town Manager or his designee when there is a bona fide sale and transfer of the business and the property used and employed therein as stock in trade, and not otherwise. Such transfer shall be made within 30 days after such bona fide sale has taken place. If the provisions of this section are not strictly and completely complied with in every respect, the license pertaining to the business shall be null and void and of no further effect. Such transfer shall take effect upon payment of a transfer fee of \$3.00 and after presentation of evidence of both the sale and of the original license.

(c) Upon written request and presentation of the original license, any license may be transferred from one location to another location upon payment of a transfer fee of \$3.00 and upon verification that such use is permitted by the zoning district regulations at the new location.

Sec. 3. Affidavit of applicant for license; annual filing of information.

(a) No license shall be issued or granted under this article to any applicant to engage in the business of selling merchandise at retail or wholesale or the practice or pursuit of any profession or occupation coming within any of the categories set forth in this article except upon written application filed with the Town. The applicant shall execute an affidavit before an officer or employee of the Town authorized to administer oaths, which shall set forth the following:

(1) The applicant's name, address and telephone number.

- (2) The particular location in the Town wherein the applicant proposes to engage in the business for which the license is sought.
- (3) The date proposed to commence business.
- (4) A statement as to whether the fee is based on area, capacity, average value of stock carried, number of persons or things employed or engaged, quantity, valuation, or other contingency.
- (5) The names and addresses of corporate officers.
- (b) The affidavit shall be filed with the Town.
- (c) On an annual basis, prior to renewal, the Town will send out a questionnaire and will require all licensees to fill in the appropriate information in order for the Town to update its files and determine the correct amount to charge as a license fee.

Sec. 4. Prerequisites for granting license; certificate of use required; invalid licenses.

- (a) A certificate of use shall be required prior to the issuance of any new occupational license. The fee for such certificate of use is \$35.00.
- (b) No license shall be granted under this article until there has been full compliance with section 4 and 5(a), and no license which may have been granted without full and complete compliance with the provisions of this article shall be a protection to the applicant in any civil or criminal proceeding.

Sec. 5. Violations; penalties.

- (a) Any person convicted of violating this article, or of making a fraudulent return, shall be punished as provided by subsection (e) of this section, in the discretion of the court, and in addition such person shall be penalized a sum equal to 25 percent of any license fee avoided or evaded by and through the medium of such fraudulent return.
- (b) Each and every day of selling or disposing of merchandise or engaging in a business or profession without making the affidavit and/or without compliance in full with all of the provisions of this article shall constitute a separate and distinct violation of this article.
- (c) No person shall engage in or manage any business, profession or occupation without first obtaining from the Town a license for each separate location in the Town and paying the amount set forth in this article. Any person engaging in or managing any business, occupation or profession mentioned in this article between October 1 and November 1 of each year without first having complied with the provisions of this article and paying the amount of license tax as provided for in this article shall be declared delinquent. Those licenses not renewed when due and payable and considered delinquent shall be subject to a delinquency penalty of ten percent for the month of October, plus an additional five percent penalty for each month of delinquency thereafter until paid. However, the total delinquency penalty shall not exceed 25 percent of the occupational license fee for the delinquent establishment.
- (d) A license shall be required to cover each and every business advertised by sign, newspaper, magazine or otherwise. Such advertisement shall be considered evidence of conducting the business advertised and shall be a sufficient predicate for conviction by the court or other enforcement authority. Such license shall be issued to cover each and every location of such business, and the assessment and amount of such license taxes are classified and fixed per annum unless otherwise specified.

(e) Any person who violates any provision of this article shall, upon conviction, be punished by a fine not to exceed \$500.00 or imprisonment in the County jail not to exceed 60 days, or both such fine and imprisonment. Each day that a violation continues shall be deemed a separate violation. This article shall be subject to enforcement under the Local Government Code Enforcement Act, F.S. ch. 162. Enforcement may also be by suit for declaratory, injunctive or other appropriate relief in a court of competent jurisdiction.

Sec. 6. Grounds for denial of license.

After interview or investigation, the Town shall not grant or issue a license under this article to an applicant when the Town has reasonable and probable grounds to believe that:

- (1) Information provided by the applicant is false.
- (2) Within the past three years the applicant committed any act which if done by any person licensed to do business within the Town would constitute grounds for the revocation of the license.

Sec. 7. Appeal of denial of license.

Any person whose application for a license under this article has been rejected shall have a right to appeal the decision of the Town licensing official to the Town Manager by appropriate written petition.

Sec. 8. Revocation of license.

(a) Notwithstanding any other section in this article to the contrary, the privilege of doing business within the Town allowed by the issuance of an occupational license will be subject to a summary administrative revocation by one written 30-day notice of revocation issued to the license applicant by the official designated by the Town Manager, if it is determined that one or more of the following conditions exist:

- (1) Repeated violations of this Code.
- (2) Misrepresentations in the application or affidavit.
- (3) Use of the business location for illegal or unsafe activities.
- (4) Use of the business location for activities not contemplated in the application.
- (5) Misrepresentations made to the Town during the application and investigation process.
- (6) Use of the business not in compliance with the conditions of the license.
- (7) Lack of refuse collection or utility services.

(b) Such revocation may be appealed to the Town Manager within ten days of notice of revocation.

(c) Such revocation of license will be deemed to relate back to the original time of issuance of such license as if the license had been originally denied at the time of application. Such revocation will be effective immediately. In addition to the grounds listed in subsection (a) of this section, the Town Commission or Town Manager at any time may revoke a license, upon providing written notice and hearing, for violation of

any ordinance of the Town or law of the State or County or for any other good and sufficient reason in the interests of health, safety and welfare.

(d) Nothing in this section shall affect the liability of any person or business as required by section 18-35.

Sec. 9. Display of license.

All persons to whom licenses are issued pursuant to this article shall cause the licenses to be displayed at all times in a prominent place in their business establishments. Failure to display the license in such a manner shall constitute a violation of this article.

Sec. 10. Unclassified business categories.

If application is made for an occupational license not specifically enumerated in the tax schedule, the Town Manager or his designee shall have the authority to determine the most nearly similar category that shall apply to the applicant.

Sec. 11. Home occupation licenses.

(a) *Generally.* For purposes of this section, the term "home occupation" shall mean a business or occupation conducted for limited business activities. In any instance where a residential unit is used to conduct a home business consistent with this section, a home use license shall be required. No home use business license issued pursuant to this article shall be transferable, assignable or otherwise alienable.

(b) *Permitted activities.* The following limited business activities are permitted subject to a home use license being issued:

(1) Post and receive correspondence of a business nature.

(2) Initiate and receive business communications by telephone or fax.

(c) *Conditions.* The issuance of a home use business license shall be subject to the following provisions:

(1) Home occupations conducted within the Town shall be clearly incidental and secondary to the use of the residence for residential purposes, and shall not change the character thereof.

(2) No person other than members of the family residing in the premises shall be engaged in such occupation or business.

(3) No residence shall be used for the conduct of any business or activity which requires manufacturing, assembly or construction or which by its nature or character may disrupt, disturb or adversely alter, change or modify the nature or character of the neighborhood or the quality of life therein.

(4) No home occupation shall generate or attract vehicular or pedestrian traffic to a residence.

(5) No sign or other advertising of the residential location shall be permitted.

(6) No storage of materials or products shall be permitted.

(7) Products shall not be offered for sale on the premises.

(8) No commercial vehicles shall be kept on the premises or parked overnight on the premises unless otherwise permitted by this section.

(9) No evidence of the occupation shall be visible or audible from the exterior of the dwelling unit.

(10) In no event shall a barbershop, beauty parlor, tearoom, tourist home, animal hospital, nursing home, retail store, dancing or band instrument instruction, or clairvoyant be allowed as a home occupation.

Sec. 12. Tax schedule.

For the purposes of this article, inventory shall mean the average selling value of annual inventory owned by the business, exclusive of excise tax. The amounts assessed for Occupational License Taxes shall be fixed by resolution.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion In The Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and made a part of the Town of Cutler Bay Code; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all Ordinances or parts of Ordinances including Miami-Dade County Code sections made applicable to the Town by Charter Section 8-3 in conflict herewith are hereby repealed.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this _____ day of _____, 2006.

PASSED AND ADOPTED on second reading this _____ day of _____, 2006.

PAUL VROOMAN
Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

TAB 24



MEMORANDUM

To: Honorable Mayor and Town Council
From: Steven J. Alexander, Town Manager
Date: September 6, 2006
Re: Ordinance entitled "Tree Protection" First Reading

REQUEST:

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO TREE PROTECTION, PROVIDING FOR INCLUSION IN THE TOWN CODE;

BACKGROUND AND ANALYSIS:

As we progress towards being in control of our entire Town, we need to have the legal authority to address all of the issues, which affect the appearance of our community. The attached proposed ordinance is designed to enable our Code Compliance team to help keep our residential areas green and cool by protecting our trees. While there are certain protections from the current environmental protection ordinances this ordinance is designed to facilitate the ability of our staff and its residents to determine when tree trimming or tree removal is allowable and when its not.

The ordinance currently within our code is very cumbersome and difficult to interpret and administer. This proposed ordinance sets a very clear minimum size for trimming limbs and for tree removal. It keeps most of the flexibility of the more detailed ordinance but provides a clear basic level of protection of a minimum of tree inches for either limbs or trunks. Any limb or trunk, which is greater than three inches in diameter, must be permitted by the Town prior to being cut.

Fiscal Impact: None.

Recommendation: Approval at first reading and schedule the item for public hearing at second reading.

ORDINANCE NO. 06-____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL, AMENDING CHAPTER 24 OF THE MIAMI-DADE COUNTY CODE AS MADE APPLICABLE TO THE TOWN BY SECTION 8-3 OF THE TOWN CHARTER, ENTITLED "ENVIRONMENTAL PROTECTION" ARTICLE VI, "IN GENERAL," DIVISION 1, "GENERAL PROVISIONS", SECTION 24-49 "PERMITS FOR TREE REMOVAL AND RELOCATION, IMPROPERLY ISSUED PERMITS, VIOLATION OF PERMIT CONDITIONS, EXEMPTIONS FROM TREE REMOVAL PERMITS; MORTGAGE EXEMPTION FROM LIABILITY", BY PROVIDING FOR ADDITIONAL PROTECTIONS FOR TREES WITHIN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") has a beautiful tree canopy; and

WHEREAS, the Town wishes to protect the trees in the Town;

WHEREAS, Section 8-3 of the Town Charter made Miami Dade County (the "County") Code Section 24-49 applicable to the Town, and the Town wishes to amend Section 24-49 to provide more stringent requirements for tree removal.

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

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

Section 2. Tree Regulations Amended. The tree regulations contained in Chapter 24, "Environmental Protection," Article VI, "In General," Division 1, "General Provisions," Section 24-49 "Permits for tree removal and relocation, improperly issued permits, violation of permit conditions, exemptions from tree removal permits; mortgagee exemption from liability" of the Miami-Dade County Code as made applicable the Town are hereby amended to read as follows:

Sec. 24-49. Permits for tree removal and relocation, improperly issued permits, violation of permit conditions, exemptions from tree removal permits; mortgagee exemption from liability.

(1) It shall be unlawful for any person, unless otherwise permitted by the terms of this article, to do tree removal work or to effectively destroy any tree, or to effectively destroy any understory in a natural forest community, or to remove any limb measuring more than three inches in diameter, without first obtaining a permit from the Town.

(2) No Town official shall issue a tree removal permit that does not comply with the provisions of this article. Any such permit shall be void.

(3) It shall be unlawful for any person to violate or not comply with any of the conditions of a tree removal permit.

(4) The following activities are exempt from tree removal permits:

(c) Removal of any dead tree.

(d) Removal of trees within State-approved plant nurseries and botanical gardens, provided said trees were planted and are growing for the display, breeding, propagation, sale or intended sale to the general public in the ordinary course of business.

(e) Removal of trees for the establishment, maintenance and operation of a bona fide grove or bona fide tree nursery, except when the proposed tree removal is to occur in a natural forest community designated under Miami-Dade County Resolution No. 1764-84 or under subsequent revisions of the natural forest community maps or when the proposed tree removal will affect specimen trees as defined herein. Any person desiring to remove trees pursuant to this provision shall obtain written approval from the Town prior to the commencement of any such activities under this exemption.

(f) Removal of any of the following tree species (provided the activity is not within a natural forest community, in which case a permit shall be required, but all application and permit fees shall be waived by the department):

(i) *Melaleuca quinquenervia* (cajeput or paperbark tree).

(ii) *Casuarina* spp. (Australian pine, beefwood).

(iii) *Schinus terebinthifolius* (Brazilian pepper).

(iv) *Bischofia javanica* (bishopwood).

(v) *Ricinus communis* (castorbean).

(vi) *Psidium guajava* (guava).

(vii) *Albizia lebbek* (woman's tongue).

(viii) *Acacia auriculaeformis* (earleaf acacia).

(ix) *Schefflera actinophylla* (Queensland Umbrella Tree).

(x) *Araucaria heterophylla* (Norfolk Island Pine).

(xi) *Metopium toxiferum* (poison wood).

(xii) *Adenanthera pavonina* (red sandalwood).

(xiii) *Cupaniopsis anacardioides* (carrotwood).

(xiv) *Dalbergia sissoo* (Indian dalbergia, sissoo).

(xv) *Ficus microcarpa* (=R. nitida; =F. retusa varnitida) (laurel fig).

(xvi) *Flacourtia indica* (governor's plum).

(xvii) *Hibiscus tiliaceus* (mahoe).

(xviii) *Leucaena leucocephala* (lead tree).

(xix) *Mimosa pigra* (catclaw mimosa).

(xx) *Thespesia populnea* (seaside mahoe).

(g) Removal of any tree which has been destroyed or effectively destroyed by an Act of God, or by acts outside of the control of any person, individually or otherwise, who has or had a legal, beneficial or equitable interest in the real property upon which such tree is located, which acts could not have been prevented by the exercise of reasonable care by any such person, individually or otherwise, who has or had a legal, beneficial or equitable interest in the real property upon which such tree is located. Where a tree has been destroyed or effectively destroyed by acts outside of the control of a person who has or had a legal, beneficial or equitable interest in the real property upon which such tree is located, which acts could not have been prevented by the exercise of reasonable care by such person, this provision shall be construed to impose joint and several liability upon the person(s) destroying or effectively destroying such tree, and to exempt from liability for such destruction or effective destruction the person who has or had a legal, beneficial or equitable interest in the real property upon which such tree is located.

~~(h) Removing, trimming, cutting or altering of any mangrove tree or removal of any tree located upon land which is wetlands as defined in Section 24-5. Trees located upon land which is wetlands as defined in Section 24-5 and mangrove trees located anywhere in Miami Dade County shall be subject to the permitting requirements of Article IV of this chapter.~~

~~(i) Removal of tree within a bona fide fruit grove for the express purpose of converting said bona fide fruit grove to another bona fide agricultural purpose, provided however, that the owner of the real property upon which the bona fide fruit grove is planted has entered into a covenant agreement with Miami Dade County in the form approved by the Board of County Commissioners, which covenant stipulates that said property shall only be used for bona fide agricultural purposes for a period of five (5) years from the date of execution. The form for said covenant agreement shall be approved by the Board of County Commissioners by resolution concurrently with the approval of this ordinance so that all covenant agreements submitted pursuant to this provision can be executed and accepted by the director of DERM and then recorded in the Official Records of Miami Dade County without the necessity of additional public hearings. In the event that the provisions of said covenant are not complied with, the Director of DERM may commence an action in law or equity to ensure adherence with the replanting requirements contained in Section 24-49.4 of the Miami Dade County Code.~~

~~(5) Any mortgagee with respect to property upon which any violation of this tree ordinance has occurred shall not be liable for such violation unless, prior to said violation, said mortgagee has foreclosed upon said property or participated in the management or control of said property, or unless said mortgagee has effected or caused the tree ordinance violations occurring on said property.~~

~~(6) Notwithstanding the provisions of Section 24-31(7) herein, if actions or omissions constituting a violation of this article occurred at a time when the completed actions or omissions were not prohibited by law, such completed actions or omissions shall not constitute a violation of this article.~~

Section 3. Severability.

The provisions of this ordinance are declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion In The Code.

It is the intention of the town council that the provisions of this ordinance shall become and made a part of the Town of Cutler Bay Code; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "ordinance" shall be changed to "Section" or other appropriate word.

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

PASSED on first reading this _____ day of _____, 2006.

PASSED AND ADOPTED on second reading this _____ day of _____, 2006.

PAUL VROOMAN
Mayor

Attest: _____
ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 25



To: Honorable Mayor,
& Town Council

Date: September 6, 2006

From: Steven Alexander,
Town Manager

Re: Ordinance entitled "Purchasing"
Second Reading

REQUEST:

Revised:

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PURCHASING PROVIDING FOR INCLUSION IN THE TOWN CODE;

BACKGROUND AND ANALYSIS:

As we progress towards being in control of our entire budget of some \$14 million, we need to prepare for the increased level of activity within the administration of the Town as directed by the Town Council through the budget.

The Town Council is by Charter is vested with all legislative powers of the Town. It is essentially the policy setting arm of the government and the Town Manager is charged with administering policies and managing the budget as approved by the Council. The budget, has, by definition, been set by the legislative and policy branch of the Towns government as the spending template for the Town Manager, of the Towns revenues to respond to the needs and desires of Cutler Bays residents, businesses and visitors.

This ordinance is created to provide limitations and guidelines for the purchasing of services and goods as contemplated by the budget or for issues less than \$25,000 not foreseen within the budget.

There are general categories of purchasing processes, which are defined and limited by this ordinance. We are recommending a significant change to the first reading version subsequent to consultation with members of the Town Council. This second reading version is restructured to reduce the level at which Council approval is needed to authorize expenditures. Thus, any non-emergency expenditure of funds over \$25,000 must be authorized by the Town Council.

- **Formal Competitive Bids required and approved by Council.**

This option is only for materials, supplies, equipment, improvements or services over \$25,000. In this category, the Town Manager must receive the authorization of the Town Council prior to making purchases contemplated within the budget, provided he goes through a formal competitive bid process. In such cases the Town Manager will issue a full detailed document, typically an Request for Proposal, (RFP), outlining the bid process requirements, the review and award process and criteria, the scope of service and the process for appeal of the award decision by the Town Council at a scheduled Town Council meeting.

Such bid opportunities will be advertised in pertinent publications such as the Miami Herald, other periodicals and trade journals so that as many potential vendors as practicable will have an equal opportunity to bid on a particular commodity.

Typically, each RFP will be highly detailed in the amounts, type, level of quality, timing and other criteria for each product or service to be acquired, as well as the process for clarification by Town staff of questions, which the vendors may have relative to a given issue. Additionally, the RFP contains rules of bidding procedure so that a fair and even set of rules applies to all potential vendors.

Usually, a formal bid process involves a committee, which is charged with evaluating each response and subsequently ranking each appropriate submitted offer for the ultimate bid award by the Town Council. Again, these items are contemplated in the Council approved budget for the Managers administration.

- **Competitive Bids required.**

This option is only for materials, supplies, equipment, improvements or services over \$5,000 and less than \$25,000. In this category, the Town Manager is authorized, in a fashion similar to a CEO in a business, to make certain purchases contemplated within the budget, provided he goes through a competitive bid process. In such cases each potential vendor will receive an identical request for a particular commodity and will have the opportunity to respond on that commodity. In every instance possible or practicable, we will get at least three bids for review. We will award to the responder who most cost effectively responds to the Towns needs. All competitive bids will be kept as public records of the Town.

- **No competitive bid required.**

This option is only for materials, supplies, equipment, improvements or services of less than \$5,000. These relatively minor expenses are typically ancillary items or items or services, which need to be acquired as, approved by the Town Manager, in a very short time period. The potential delay of waiting until the next Council meeting for approval may not be in the Town's best interest. The sheer number of such items may unnecessarily burden the Town Council Agenda and take time, which is needed, for more significant policy or legislative issues during a Council meeting.

Fiscal Impact: None.

Recommendation: Approval subsequent to public hearing at second reading.

ORDINANCE NO. 06-

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IMPLEMENTING SECTION 3.10 OF THE TOWN CHARTER, ESTABLISHING PURCHASING REGULATIONS; PROVIDING FOR REPLACEMENT OF SECTION 2-8.1 ET SEQ. OF THE MIAMI-DADE COUNTY CODE TO THE EXTENT APPLICABLE, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.10 of the Charter of the Town of Cutler Bay (the "Town") requires that contracts for public improvements and purchases of supplies, materials or services shall be awarded based on clearly drawn specifications and competitive bids except where waived by the Town Council; and

WHEREAS, Section 3.10 of the Charter allows the Town Council to adopt an ordinance, by super majority, that grants the Town Manager purchasing power up to a specified amount without competitive bidding; and

WHEREAS, the Town Council deems purchases from contracts of other governmental entities in which said contracts were awarded pursuant to competitive bids based on clearly drawn specifications to comply with the requirements of the Town Charter, and

WHEREAS, the Town finds that the Town Manager should have flexibility related to purchasing in certain situations.

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

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

Section 2. Contracting and Purchasing Regulations Amended. Miami Dade County Code Chapter 2, "Administration," Article I, "In General," Section 2-8.1 "Contracting and Purchasing" to the extent it is deemed to be applicable to the Town, is hereby repealed. The Town hereby adopts the following purchasing procedures:

PURCHASING

I. Generally; authority of Town Manager.

The Town Manager shall supervise and have full authority to approve or disapprove purchases by all departments. The Town Manager shall issue rules governing purchasing procedures as he deems necessary from time to time. The Town Manager shall approve all contracts relating to purchases of the Town subject to the provisions of this ordinance. Nothing herein shall be deemed to require the Town Manager or Town Council to accept the lowest dollars and cents bid or proposal in all cases if another bid or proposal is deemed to be more advantageous to the Town. All expenditures pursuant to this ordinance shall conform to section 3.10 of the Charter.

II. Purchasing guidelines.

(A) Purchases not greater than \$5,000.00. Purchases of or contracts for materials, supplies, equipment, improvements or services where the total amount expended is not greater than \$5,000.00 may be made or entered into by the Town Manager without competitive bidding and without Town Council approval.

(B) Purchases of more than \$5,000.00 but less than \$25,000.00. Purchases of or contracts for materials, supplies, equipment, improvements or services where the total amount expended is in excess of \$5,000.00, but which is less than \$25,000.00, may be made or entered into by the Town Manager without Town Council approval, provided that three competitive quotations are obtained from individual vendors. In all such cases the Town Manager shall retain records of the price quotations received.

(C) Purchases of \$25,000.00 or more. Purchases of or contracts for materials, supplies, equipment, improvements or services where the total amount expended is \$25,000.00 or more shall be awarded by the Town Council after formal competitive bidding.

(D) Formal competitive bidding shall be deemed to include Invitations to Bid ("ITB"), Requests for Proposals ("RFP"), Requests for Qualifications ("RFQ") or Requests for Letters of Interest ("RLI") in which respondents are evaluated based on a combination of qualitative factors and a dollars and cents bid. The type of competitive solicitation to be used shall be determined by the Town Manager. For purchases or contracts involving the expenditure of \$25,000 or more the Town Manager shall obtain authorization by affirmative vote of the Council to advertise the solicitation prior to advertising the solicitation.

III. Exemptions from competitive formal bidding.

The following exemptions from competitive formal bidding are hereby established:

(A) Sole source availability. Supplies, equipment or services available from a sole source only may be exempted from the bidding requirements of this ordinance by the Town Manager upon the filing of a written request by the Town Manager outlining the conditions and circumstances involved,

(B) Professional services. Contracts for professional services governed by F.S. § 287.055, the Consultants Competitive Negotiation Act shall be let in accordance therewith. (E) Purchases below minimum amount. Purchases of less than \$25,000.00 shall be exempt from the formal competitive bid requirements as provided above.

(C) Emergencies. The Manager may authorize purchases in Emergencies which shall be exempt from the competitive bid requirements. Emergencies shall mean serious and immediate threats to human life, health or property necessitating immediate response such that there is not sufficient time to utilize competitive bidding or practicably obtain advanced authorization of the Council. All emergency purchases must be ratified by the Council at its next meeting or as soon thereafter as practicable.

(D) Impracticability. Under circumstances where competitive bidding is impracticable, including but not limited to situations where time constraints do not permit the preparation of clearly drawn specifications or situations where, after competitive bidding, no bids meeting bid requirements are received, all compliant bids received are too high, or all bids are rejected for failure to meet bid requirements (i.e., bids are noncompliant), such purchases shall be exempt from the competitive bid requirements.

IV. Purchases From Competitively Bid Contracts of Other Governmental Entities

Purchases made under state purchasing contracts or contracts of other municipal or governmental entities that were awarded pursuant to competitive bids based on clearly defined specifications shall not require separate competitive bidding by the Town. Such contracts shall include contracts awarded pursuant to F.S. § 287.042. The Manager may award such contracts up to \$25,000. The Town Council shall approve any such contracts in excess of \$25,000.

V. Bidding procedure.

All competitive formal bids must be sealed, and shall be opened in public in the presence of employees of the Town designated by the Town Manager. All bids will be received at the Town Manager's office or other location as may be established by the Town Manager from time to time on or before the date and time set forth in the notice of proposal. Notwithstanding the requirement to use sealed bids, qualifications based selection processes that include a dollars and cents bid element may be evaluated in parts whereby the dollars and cents bid shall remain sealed during the qualitative evaluation.

VI. Award of professional services contracts.

An RFP or RFQ process shall be utilized for the awarding of contracts of \$25,000.00 per year or more for the professional services of attorneys, physicians, court stenographers, real estate brokers and other professions licensed and regulated by the State, and professional services governed by F.S. § 287.055, the Consultants Competitive Negotiation Act ("CCNA"). Procurement of services governed by the CCNA shall comply with all statutory requirements. All such awards shall be made by a resolution adopted by the majority of the Town Council. The Town Council may, by motion, waive the requirement to utilize requests for proposal/requests for qualifications if it is determined to be in the best interests of the Town to do so or as otherwise authorized by law.

VII. Preference for local businesses.

Businesses located in the Town who reply to formal competitive sealed bid requests by the Town may receive a preference bonus of five percent or five points during the evaluation and tabulation of the bid proposals. If a local preference is to be employed as provided for by this section, the solicitation documents shall clearly set forth such local preference requirements.

VIII. Surplus property.

Any property owned by the Town which has become obsolete, or which has outlived its usefulness, or which has become inadequate for the public purposes for which it was intended, or which is no longer needed for public purposes, or which item or property whose disposal may enhance the public health safety or welfare, may be disposed of in accordance with procedures established by the Town Manager, so long as the property has been declared surplus by a resolution of the Town Council.

IX. Authority to resolve protested bids and proposed awards.

(A) Right to protest. With respect to contracts over \$100,000, any actual bidder, or qualified proposer (hereinafter collectively referred to as the "bidder") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of, a request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI") or invitation for bid for goods and/or services ("hereinafter, collectively referred to as the bid") may protest to the Town Manager or his or her designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in this Code, any written guidelines issued by the Town, and the specifications, requirements and/or terms set forth in any bid. This section shall not be applicable if the bid specifications expressly so state.

(B) Any protest concerning the bid specification requirements, and/or terms must be made within three business days (for the purposes of this ordinance, "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least two business days prior to the opening of the bids. Such protest must be made in writing to the Town Manager or his or her designee, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest bid specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

(C) Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection (a) above, shall be submitted in writing to the Town Manager, or his or her designee. The Town will allow such bid protest to be submitted anytime until two business days following the release of the Town Manager's written recommendation to the Town Council, as same is set forth and released in the Town Council agenda packet, for award of the bid in question. Such protest shall state the

particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section. All actual bidders shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the Town Manager's written recommendation to the Town Council.

(D) The Town may require reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

(F) Authority to resolve protests. The Town Manager or his or her designee shall have the authority to settle and resolve a protest as outlined herein. The Town Manager's decision shall be final and may be changed only by a majority vote of the Town Council.

(G) Responsiveness. Prior to any decision being rendered under this section with respect to a bid protest, the Town Manager and the Town Attorney, or their respective designees, shall certify whether the submission of the protester to the solicitation in question is responsive. The parties to the protest shall be bound by the determination of the Town Manager and the Town Attorney with regard to the issue of responsiveness.

(H) Distribution. A copy of each decision by the Town Manager and the Town Attorney shall be mailed or otherwise furnished promptly to the protestor.

(I) Stay of procurements during protests. In the event of a timely protest under paragraph (A) of this section, the Town shall not proceed further with the solicitation or with the award pursuant to such bid until a decision is issued under paragraph (F) above, unless a written determination is made by the Town Manager, that the award pursuant to such bid must be made without delay in order to protect a substantial interest of the Town.

(J) Remedy. The institution and filing of a protest under this Code is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the Town concerning the subject matter of the protest.

(K) Protests barred. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

(L) Report. At the time the Town Manager's written decision or recommendation for award of a bid is presented at a meeting of the Mayor and Town Council, the Town Attorney, or his or her designee, shall present a report to inform the Mayor and Town Council of any legal issues relative to any bid protest filed in connection with the bid in question.

(M) No waiver. Nothing in this section shall waive Town's sovereign immunity pursuant to F.S. § 768.28.

XI. Cone of silence.

Pursuant to section 2-11.1(t) of the Miami-Dade County Code, made applicable to the Town pursuant to Section 2-11.1(t)(4) thereof, there shall be a cone of silence in effect with respect to all competitive procurements.

(A) Definitions. "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular request for proposal ("RFP"), request for qualification ("RFQ") or bid, for goods or services valued at over \$25,000, between:

- (1) A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and
- (2) The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

(B) Restriction; notice. A cone of silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid. At the time of imposition of the cone of silence, the Town Manager or his or her designee shall provide for public notice of the cone of silence by posting a notice at the Town Hall. The Town Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the Town Clerk, with a copy thereof to each Town Councilperson, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

(C) Termination of cone of silence. The cone of silence shall terminate at the beginning of the Town Council meeting at which the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the cone of silence shall be reimposed until such time as the Manager makes a subsequent written recommendation.

(D) Exceptions to applicability. The provisions of this section shall not apply to:

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

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

(E) Penalties. Violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager. Any person who violates a provision of this section may be prohibited from serving on a Town selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a Town employee may subject said employee to disciplinary action.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion In The Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and made a part of the Town of Cutler Bay Code; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this _____ day of _____, 2006.

PASSED AND ADOPTED on second reading this _____ day of _____, 2006.

PAUL S. VROOMAN
Mayor

Attest: _____
ERIKA GONZALEZ-SANTAMARIA
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.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

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