

Town of Miami Lakes

TOWN COUNCIL

Regular Meeting

April 8, 2008



TOWN OF MIAMI LAKES, FLORIDA

Town Council

Mayor Wayne Slaton
Vice Mayor Nancy Simon
Councilmember Roberto Alonso
Councilmember Mary Collins
Councilmember Robert Meador II
Councilmember Michael Pizzi
Councilmember Richard Pulido

AGENDA

REGULAR COUNCIL MEETING

April 8, 2008

6:30 PM

Miami Lakes Middle School

6425 Miami Lakeway North
Miami Lakes, Florida 33014

Proclamation: Playful City, USA

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION/MOMENT OF SILENCE:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS):**
- 6. PUBLIC COMMENTS:**
- 7. CONSENT AGENDA:**
 - A. A RESOLUTION OF THE TOWN COUNCIL AMENDING RESOLUTION NO. 07-592, THE COMPREHENSIVE COUNCIL MEETING AND AGENDA PROCEDURES. (Pizzi) Page 5**
 - B. A RESOLUTION OF THE TOWN COUNCIL REQUESTING THE UNITED STATES CONGRESS TO FULLY FUND THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM BEGINNING IN 2008. (Pulido, Collins, Slaton) Page 10**

- C. A RESOLUTION OF THE TOWN COUNCIL AUTHORIZING AND DIRECTING THE TOWN MANAGER TO APPLY FOR A GRANT FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES TO PROVIDE FINANCIAL ASSISTANCE TOWARDS THE ROYAL OAKS PARK MASTER LANDSCAPE PLAN. (Rey) Page 14**
- D. A RESOLUTION OF THE TOWN COUNCIL AUTHORIZING AND DIRECTING THE TOWN MANAGER TO APPLY FOR A GRANT FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT WATER SAVINGS INCENTIVE PROGRAM TO PURCHASE AND INSTALL WATER SAVING IRRIGATION COMPONENTS FOR TOWN PARKS AND/OR RIGHT OF WAYS. (Rey) Page 19**
- E. A RESOLUTION OF THE TOWN COUNCIL REQUESTING NOISE AND POLLUTION ABATEMENT RELIEF TO THE TOWN RESIDENTS ABUTTING THE GRATIGNY PARKWAY. (Simon) Page 24**
- F. A RESOLUTION OF THE TOWN COUNCIL APPROVING THE PROJECT AGREEMENT BETWEEN MILLER LEGG & ASSOCIATES, INC. AND THE TOWN OF MIAMI LAKES TO PROVIDE A STREETScape MASTER PLAN – PHASE 1; AUTHORIZING THE TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT. (Rey) Page 29**
- G. A RESOLUTION OF THE TOWN COUNCIL AMENDING THE TOWN’S BUDGET FOR THE 2006-2007 FISCAL YEAR. (Rey) Page 44**
- H. A RESOLUTION OF THE TOWN COUNCIL DENYING THE REQUEST OF CARLOS A. PEREDA AND MARIELA PEREDA TO REDUCE A PREVIOUSLY ASSESSED CODE COMPLIANCE FINE FOR CASE NO. C2006-0465. (Rey) Page 50**
- I. A RESOLUTION OF THE TOWN COUNCIL APPROVING THE SELECTION OF GANCEDO TECHNOLOGIES, INC. AND PRIME ELECTRICAL CONTRACTORS, INC. TO PROVIDE ELECTRICAL MAINTENANCE SERVICES FOR THE TOWN; APPROVING THE CONTRACT BETWEEN GANCEDO TECHNOLOGIES, INC. AND THE TOWN AND THE CONTRACT BETWEEN PRIME ELECTRICAL CONTRACTORS, INC. AND THE TOWN. (Rey) Page 55**

8. COMMITTEE REPORTS:

Elderly Affairs Committee Page 79

9. ORDINANCES – FIRST READING:

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 54 OF THE TOWN CODE “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES” BY CREATING ARTICLE V “DANGEROUS INTERSECTION SAFETY”, PROVIDING AUTHORITY; PROVIDING PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR RECORDED IMAGE MONITORING AND ENFORCEMENT OF RED LIGHT INFRACTIONS, AND FOR RELATED PROCEDURES AND PROVISIONS; AMENDING CHAPTER 8CC-10 CODE COMPLIANCE “SCHEDULE OF CIVIL PENALTIES” TO PROVIDE CIVIL PENALTIES FOR VIOLATIONS OF THIS ORDINANCE. (Slaton, Alonso) Page 82

10. ORDINANCES – SECOND READING (PUBLIC HEARING):

11. RESOLUTIONS:

12. REPORTS:

A. MAYOR AND COUNCILMEMBER REPORTS:

- 1. Traffic Calming Devices (Pulido) Page 100**
- 2. Florida Breast Cancer Prevention Initiative (Pizzi)**
- 3. Police Protection for Gated Communities (Pizzi)**

B. MANAGER’S REPORT:

Request for Reimbursement of Legal Fees (Follow up)

C. ATTORNEY’S REPORTS:

13. NEW BUSINESS:

- A. Participation on Committees (Simon) Page 104**
- B. Town Zoning Board (Pizzi) Page 106**
- C. Committee Room (Collins) Page 108**
- D. Child Protection Act (Pizzi) Page 110**
- E. Property Tax Vs Insurance (Collins) Page 112**
- F. Town Fiscal Responsibility Act (Pizzi) Page 114**

14. FUTURE MEETINGS:

April 15, 2008 Zoning Meeting, 6425 Miami Lakeway N, Miami Lakes 6 PM
May 13, 2008 Regular Meeting, 6425 Miami Lakeway N, Miami Lakes 6:30 PM

15. ADJOURNMENT:

This meeting is open to the public. A copy of this Agenda and the backup therefore, has been posted on the Town of Miami Lakes Website at townofmiamilakes.com and is available at Town Hall, 15700 NW 67th Avenue, Miami Lakes, FL. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact Town Hall at 305-364-6100 two days prior to the meeting.

Anyone wishing to appeal any decision made by the Miami Lakes Town Council with respect to any matter considered at this meeting or hearing will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Any member of the public wishing to speak on a public hearing matter on this Agenda or under public comments for items not on this Agenda, should fill out a speaker card and provide it to the Town Clerk, prior to commencement of the meeting. Any person presenting documents to the Town Council should provide the Town Clerk with a minimum of 12 copies.



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014

ITEM 7 A



Town of Miami Lakes

15700 NW 67TH Avenue
Miami Lakes, FL 33014

To: Honorable Mayor and Town Council

From: Councilmember Michael Pizzi

Date: March 4, 2008

Subject: Council Meeting Rules

I wish to sponsor legislation that amends and clarifies our existing meeting rules.

RESOLUTION NO. 08-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING RESOLUTION NO. 07-592, THE COMPREHENSIVE COUNCIL MEETING AND AGENDA PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4.1 of the Charter of the Town of Miami Lakes, Florida provides that the Town Council shall determine its own rules of procedure and order of business; and

WHEREAS, in Resolution No. 07-592, adopted on November 13, 2007, the Town Council adopted its current Comprehensive Council Meeting and Agenda Procedures (collectively the “Procedures”); and

WHEREAS, the Town Council desires to amend the Procedures to address New Business items before Reports.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. **Amending Procedures.** The Comprehensive Council Meeting Agenda Procedures are amended as follows:¹:

Section 3.1 **Order of Business.** The order of business of the Town Council at its regular meetings shall be as follows:

- (1) Call to Order
- (2) Roll Call
- (3) Invocation
- (4) Pledge of Allegiance
- (5) Public Comments
- (6) Order of Business: Deferrals, Additions and Deletions

¹ Additions to existing text are shown by underline; deletions are shown by ~~striketrough~~
Page 7

- (7) Committee Reports
- (8) Consent Agenda
- (9) Ordinances – First Reading (No Public Hearing)
- (10) Public Hearings – Ordinances – Second Reading
- (11) Resolutions
- (12) New Business
- (123) Reports
- ~~(13) New Business~~
- (14) Adjournment”

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

PASSED AND ADOPTED this _____ day of April, 2008.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton _____
 Vice Mayor Nancy Simon _____
 Councilmember Roberto Alonso _____
 Councilmember Mary Collins _____
 Councilmember Robert Meador _____
 Councilmember Michael Pizzi _____
 Councilmember Richard Pulido _____

PASSED AND ADOPTED this _____ day of _____ 2008.

ATTEST:

 Debra Eastman, MMC
 TOWN CLERK

 Wayne Slaton
 MAYOR

Approved as to form and legal sufficiency
for use only by the Town of Miami Lakes:

Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
TOWN ATTORNEY



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014

ITEM 7 B



Town of Miami Lakes

15700 NW 67TH Avenue
Miami Lakes, FL 33014

To: Honorable Mayor and Town Council

From: Councilmember Richard Pulido

A handwritten signature in black ink, appearing to be "RP", written over the name "Councilmember Richard Pulido".

Date: March 31, 2008

Subject: Energy Efficiency and Conservation Block Grant Support

I respectfully request that the following item be placed as a resolution on the April, 2008 Regular Town Council Meeting Agenda for discussion and consideration by the Town Council:

Please join me in supporting a resolution from Town Council and requesting full funding for the Energy Efficiency and Conservation Block Grant program authorized in last year's Energy Independence Security Act. The Energy Efficiency and Conservation Block Grant program will help form a new Federal partnership with cities, counties and states to address our energy emissions challenges. Authorized at \$2 billion annually for five years, the program will help local governments develop and implement comprehensive energy efficiency strategies to help the nation meet its energy and climate protection goals.

RESOLUTION NO. 08-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, REQUESTING THE UNITED STATES CONGRESS TO FULLY FUND THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM BEGINNING IN 2008; DIRECTING THE TOWN CLERK TO FORWARD THE RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, last year the US Congress enacted the Energy Independence and Security Act of 2007 (the “Energy Act”); and

WHEREAS, the Energy Act authorizes Congress to appropriate two billion dollars (\$2,000,000,000,00) annually in block grant funding for locally-based energy efficiency, conservation and production initiatives through the Energy Efficiency and Conservation Block Grant Program (the “Program”); and

WHEREAS, a strong funding commitment will enable our Town to accelerate our efforts to expand building and home energy conservation programs and other green initiatives.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Support. The Town supports and urges US Congress to fully fund the Program starting with fiscal year 2008.

Section 3. Direction to the Town Clerk. The Town Clerk is directed to forward a copy of this resolution to The Honorable Lincoln Diaz-Balart, The Honorable Mario Diaz-Balart, Florida delegates on the Energy Committee on Appropriations, and the Florida delegates on the Committee on the Budget.

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

PASSED AND ADOPTED this _____ day of April, 2008.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton _____

Vice Mayor Nancy Simon _____

Councilmember Roberto Alonso _____

Councilmember Mary Collins _____

Councilmember Robert Meador _____

Councilmember Michael Pizzi _____

Councilmember Richard Pulido _____

PASSED AND ADOPTED this _____ day of _____ 2008.

ATTEST:

Debra Eastman, MMC
TOWN CLERK

Wayne Slaton
MAYOR

Approved as to form and legal sufficiency
for use only by the Town of Miami Lakes:

Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
TOWN ATTORNEY




Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014

ITEM 7 C



Town of Miami Lakes
Council Memorandum

To: Honorable Mayor and Town Council
From: Alex Rey, Town Manager 
Subject: 2008 Urban and Community Forestry Grant Program
Date: April 8, 2008

Recommendation:

It is recommended that the Town Council approve the proposed resolution authorizing the Town Manager to apply for the Florida Department of Agriculture's 2008 Urban and Community Forestry Grant Program to provide financial assistance towards the Royal Oaks Park Master Landscape Plan.

Background

The Town of Miami Lakes Royal Oaks Park has a comprehensive landscape plan and is in need of funding to initiate a significant portion of the needed tree planting. To help assist in covering the costs of said landscape plan, the Town would like to submit an application for the Florida Department of Agriculture's 2008 Urban and Community Forestry Grant Program

The purpose of this program is to provide financial assistance for tree planting, arboricultural practices, assessment, and educational programs in urban areas of the State of Florida. If selected, the Town will be eligible to receive 50% cost share funds to implement the above activities. The total estimated cost of the proposed project is \$20,000.

The \$10,000 grant matching funds will be allocated from the Reserve if the grant is awarded.

RESOLUTION NO. 08-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO APPLY FOR A GRANT FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES TO PROVIDE FINANCIAL ASSISTANCE TOWARDS THE ROYAL OAKS PARK MASTER LANDSCAPE PLAN; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO SATISFY THE REQUIREMENTS OF THE GRANT APPLICATION; PROVIDING COMMITMENT OF MATCHING FUNDS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to submit a grant application to the Florida Department of Agriculture And Consumer Services (the “FDACS”) to provide financial assistance towards the Royal Oaks Park Master Landscape Plan (the “Project”); and

WHEREAS, the proposed Project cost for development of the Project is estimated to be \$20,000.00, with FDACS grant funds of approximately 50% of the Project cost equal to \$10,000.00, and the Town’s matching funds of approximately 50% of the Project cost equal to \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization for Application. The Town Manager and/or his designee are authorized to apply for a grant from the Florida Department of Agriculture And Consumer Services (the “FDACS”) to provide financial assistance towards the Royal Oaks Park Master Landscape Plan (the “Project”) in the amount of \$20,000.00, for which 50% or \$10,000.00 would be funded by FDACS, and in connection with such application to execute

such grant agreements and other contracts and documents, to execute any necessary amendments to grant applications and contracts, and take such other acts as may be necessary to bind the Town and accomplish the intent of this Resolution.

Section 3. Authorization of the Town Officials. The Town Manager and Town Attorney are authorized to take all actions necessary to move forward with the grant application.

Section 4. Authorization of Matching Funds. If awarded the grant, the Town agrees to commit 50% matching funds in the amount of \$10,000.00.

Section 5. Authorization Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the grant application.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2008.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton _____
Vice Mayor Nancy Simon _____
Councilmember Roberto Alonso _____
Councilmember Mary Collins _____
Councilmember Robert Meador _____
Councilmember Michael Pizzi _____
Councilmember Richard Pulido _____

Wayne Slaton
MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

TOWN ATTORNEY

Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.L.



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014


ITEM 7 D



Town of Miami Lakes

Council Memorandum

To: Honorable Mayor and Town Council

From: Alex Rey, Town Manager 

Subject: FY 2009 South Florida Water Management District Water Saving Incentive Program Grant

Date: April 8, 2008

Recommendation:

It is recommended that the Town Council approve the proposed resolution authorizing the Town Manger to apply for the South Florida Water Management District Water Savings Incentive Program grant funding to purchase and install water saving irrigation components to irrigation systems in Town parks and/or right-of-ways.

Background

The South Florida Water Management District is offering a program for the implementation of technology-based water conservation projects that address the demand side of the water use equation. The intent of the Water Savings Incentive Program, or WaterSIP, is to provide funding to save water through demand reduction. Implementation of water demand conservation projects is vital to the future of Florida's water resources.

This is a matching fund program. The maximum cooperative funding amount is up to fifty percent (50%) of the total purchase and/or installation cost of the Project, or up to \$50,000, whichever is less in total. The Town plans on applying for the maximum funding level of which would require \$25,000 of matching funds from the Town, for a total project cost of \$50,000.

RESOLUTION NO. 08-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO APPLY FOR A GRANT FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT WATER SAVINGS INCENTIVE PROGRAM TO PURCHASE AND INSTALL WATER SAVING IRRIGATION COMPONENTS FOR TOWN PARKS AND/OR RIGHT OF WAYS; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO SATISFY THE REQUIREMENTS OF THE GRANT APPLICATION; PROVIDING COMMITMENT OF MATCHING FUNDS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to submit a grant application to the South Florida Water Management District Water Savings Incentive Program (the “SFWMD”) to aid in the funding of the proposed purchase and installation of water saving irrigation components for Town parks and/or right of ways (the “Project”); and

WHEREAS, the proposed Project cost is estimated to be \$50,000.00, with SFWMD grant funds of approximately 50% of the Project cost equal to \$25,000.00, and the Town’s matching funds of approximately 50% of the Project cost equal to \$25,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization for Application. The Town Manager and/or his designee are authorized to apply for a grant from the South Florida Water Management District Water Savings Incentive Program (“SFWMD”) for the purchase and installation of water saving irrigation components for Town parks and/or right of ways (the “Project”) in the amount of

\$50,000.00, for which 50% or \$25,000.00 would be funded by SFWMD, and in connection with such application to execute such grant agreements and other contracts and documents, to execute any necessary amendments to grant applications and contracts, and take such other acts as may be necessary to bind the Town and accomplish the intent of this Resolution.

Section 3. Authorization of the Town Officials. The Town Manager and Town Attorney are authorized to take all actions necessary to move forward with the grant application.

Section 4. Authorization of Matching Funds. If awarded the grant, the Town agrees to commit 50% matching funds in the amount of \$25,000.00.

Section 5. Authorization Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the grant application.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2008.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton _____
Vice Mayor Nancy Simon _____
Councilmember Roberto Alonso _____
Councilmember Mary Collins _____
Councilmember Robert Meador _____
Councilmember Michael Pizzi _____
Councilmember Richard Pulido _____

Wayne Slaton
MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

TOWN ATTORNEY
Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.L.



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014

ITEM 7 E



Town of Miami Lakes

15700 NW 67TH Avenue
Miami Lakes, FL 33014

To: Honorable Mayor and Town Council

From: Vice Mayor Nancy Simon

Date: March 31, 2008

Subject: Project Citizen

I have been working with Miami Lakes Middle School Project Citizen Class. This year they have picked a project regarding noise pollution and it's affect on the citizens of the Town.

They conducted a survey in the Sabal Drive area and determined that the residents are in favor of some type of barrier to protect them from the noise from the Gratigny parkway. The students have asked that the Town adopt this resolution. The resolution requests that the Town ask FDOT and the County to explore the planting of trees or the erection of a barrier to buffer the noise. The class provided the attached resolution for our consideration.

RESOLUTION NO. 08-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, REQUESTING NOISE AND POLLUTION ABATEMENT RELIEF TO THE TOWN RESIDENTS ABUTTING THE GRATIGNY PARKWAY; DIRECTING THE TOWN CLERK TO FORWARD THE RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Miami Lakes Middle School's Project Citizen Class has been approached by the residents of Sabal Drive regarding the alleviation of all emissions from the Gratigny Parkway, including noise pollution, paucity of privacy, and various infringements upon the residents; and

WHEREAS, a survey distributed among the residents of Sabal Drive shows that they were unanimously irritated by exposure to the Gratigny Parkway and all emanating problems; and

WHEREAS, the residents of Sabal Drive require relief in the form of a physical barrier due to their intense exposure to emissions from automobiles on the highway; and

WHEREAS, the only barriers erected to buffer exposure from the highway are those established by individual residents; and

WHEREAS, the constantly increasing population will only lead to more demand for major roadways, which will cause more communities of the Town of Miami Lakes (the "Town") to be affected by similar exposure, and therefore result in the greater demand for governmental action, and

WHEREAS, the Town requests the Florida Department of Transportation and Miami-Dade County to examine the extent of this situation and provide proper relief to the Sabal Drive residents.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Support. The Town Council requests the Florida Department of Transportation and Miami-Dade County to examine the situation and provide relief from the noise pollution effecting the Town's residents abutting the Gratigny Parkway including:

1. Planting of oak trees by the side of the adjacent canal land in an area that does not effect the water supply of the canal; or
2. If tree planting is not applicable to the situation, that a noise abatement study be considered and if deemed appropriate, be issued to examine the decibel levels in the area; and
3. If the noise abatement study yields the required results, that a noise abatement wall be constructed in a designated area along the Gratigny Parkway to buffer exposure from the highway.

Section 3. Direction to the Town Clerk. The Town Clerk is directed to forward a copy of this Resolution to the Mayor and Board of County Commissioners of Miami-Dade County and the Secretary of the Florida Department of Transportation District 6.

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

PASSED AND ADOPTED this _____ day of April, 2008.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton _____

Vice Mayor Nancy Simon _____

Councilmember Roberto Alonso _____

Councilmember Mary Collins _____

Councilmember Robert Meador _____

Councilmember Michael Pizzi _____

Councilmember Richard Pulido _____

PASSED AND ADOPTED this _____ day of _____ 2008.

ATTEST:

Debra Eastman, MMC
TOWN CLERK

Wayne Slaton
MAYOR

Approved as to form and legal sufficiency
for use only by the Town of Miami Lakes:

Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
TOWN ATTORNEY



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014

ITEM 7 F



Town of Miami Lakes

Council Memorandum

To: Honorable Mayor and Town Council

From: Alex Rey, Town Manager

Subject: Streetscape Master Plan – Phase 1

Date: April 8, 2008

Recommendation

It is recommended that the Town Council approve a Project Agreement with Miller Legg for the Streetscape Master Plan – Phase 1. The Phase 1 will develop goals, criteria and standards for our public area landscape and create streetscape concepts based on such. The total cost of this phase is \$27,500.

Background

On December 11, 2007, the Town Council approved the continuing services agreement with Miller Legg (the “Consultant”) to assist with services relating to Landscape Architectural Services. The services to be provided by the Consultant were determined to be on a project by project basis.

The Town of Miami Lakes requested a proposal including cost for the development of a streetscape master plan. This request is directly related to the Strategic Initiative in the Beautification section of the Town’s Strategic Plan and the FY 2007-08 Business Plan to enhance the aesthetic features of town property and streets to reflect our desired image as a canopy covered, small town community, as well as, the implementation and enhancement of the Common-Area Landscaping Plan for the Town.

This project has been divided into five different phases and the Master Plan Street List contains 12.73 miles of roadway:

DESCRIPTION

PHASE

Develop goals, criteria and standards for our public area landscape; including the creation of the streetscape concepts ----- Phase 1

Preliminary Streetscape Master Plan

4-Lane Divided Streets ----- Phase 2

4-Lane Undivided Streets ----- Phase 3

2-Lane Streets ----- Phase 4

Final Streetscape Master Plan ----- Phase 5

The Funding for Phase 1 of this project has been allocated in the FY 2007-08 General Fund in the Contractual Planning Services in the Planning and Zoning Department budget. This phase will include the analysis of all existing conditions to provide an understanding of easily identifiable constraints along the streetscape network and a field day to establish the technical feasibility for potential streetscape design. Additionally, the Consultant will develop goals, criteria and standards for public area landscape and will conduct a 1/2 –day workshop to create streetscape concepts and develop a streetscape master plan based on the results of a Design Workshop.

The additional phases of this project will develop detail landscaping plans for the different corridors and will be completed in future years subject to funding availability.

RESOLUTION NO. 08_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE PROJECT AGREEMENT BETWEEN MILLER LEGG & ASSOCIATES, INC. AND THE TOWN OF MIAMI LAKES TO PROVIDE A STREETScape MASTER PLAN – PHASE 1; AUTHORIZING THE TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) has retained the services of Miller Legg & Associates, Inc.(“Miller Legg”) as Town Landscape Architect; and

WHEREAS, pursuant to Work Authorization No. 2008-02, Miller Legg has prepared a Project Agreement to provide a Streetscape Master Plan - Phase 1 (the “Project”); and

WHEREAS, Miller Legg has agreed to provide the services for the Project; and

WHEREAS, the Town Council finds that approval of the Project Agreement between the Town and Miller Legg for the Project is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of Project Agreement. Work Authorization No. 2008-02 between Miller Legg and the Town to provide a Streetscape Master Plan - Phase 1 (the “Project Agreement”), a copy of which is attached as Exhibit “1,” together with such non-material

changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Project Agreement.

Section 5. Execution of Project Agreement. The Town Manager is authorized to execute the Project Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement and to execute any extensions and/or amendments to the Project Agreement, subject to the approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2008.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton _____

Vice Mayor Nancy Simon _____

Councilmember Roberto Alonso _____

Councilmember Mary Collins _____

Councilmember Robert Meador _____
Councilmember Michael Pizzi _____
Councilmember Richard Pulido _____

Wayne Slaton
MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

TOWN ATTORNEY
Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.L.

EXHIBIT 1

PROJECT AGREEMENT

Between

TOWN OF MIAMI LAKES, FLORIDA

And

MILLER LEGG & ASSOCIATES, INC.

for

Work Authorization No. 2008-02

STREETSCAPE MASTER PLAN – Phase 1

PROJECT AGREEMENT
Between
THE TOWN OF MIAMI LAKES, FLORIDA
And
MILLER LEGG & ASSOCIATES, INC.
For
Work Authorization No. 2008-02
STREETSCAPE MASTER PLAN – Phase 1

Pursuant to the provisions contained in the Continuing Services Agreement between the TOWN OF MIAMI LAKES, FLORIDA (the “TOWN”) and MILLER LEGG & ASSOCIATES, INC., (“CONSULTANT”) dated March 28, 2008, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The TOWN and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

- 1.1 The CONSULTANT shall provide landscape architectural services to the TOWN for the Project as described herein “STREETSCAPE MASTER PLAN – Phase 1.”
- 1.2 The “Scope of Services” and tasks to be provided by the CONSULTANT for this Project are those services and tasks as set forth in Exhibit A.
- 1.3 The TOWN may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

- 2.1 As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the TOWN as described in Exhibit A.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the completion of task 1 and 2, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 30 days. No further extensions of this Agreement shall be effective unless authorized by the TOWN Council.

3.2 **Commencement.** The CONSULTANT’S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date this Agreement is executed by both parties. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon execution of this Project Agreement, the CONSULTANT shall commence services to the TOWN on the Commencement Date, and shall continuously perform services to the TOWN, without interruption, in accordance with the time frames set forth in the “Project Schedule,” a copy of which is attached and incorporated into this Agreement as Exhibit A. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** TOWN agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit A \$27,500.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation and Reimbursable Costs/Services.** CONSULTANT shall submit invoices which are identified by the Project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit A, to this Project Agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus Reimbursable Costs/Services accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the

TOWN. The TOWN shall pay CONSULTANT within thirty (30) calendar days of approval by the Town Manager of any invoices submitted by CONSULTANT to the TOWN.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the TOWN with additional backup documentation within five (5) working days of the date of the TOWN'S notice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the TOWN becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subsection 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the TOWN may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the TOWN's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the TOWN that, upon receipt from the TOWN of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the TOWN all documents requested by the TOWN evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Project Schedule. Acceptance of final payment shall constitute a waiver of any and all claims against the TOWN by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such

termination shall thereupon be deemed a termination for convenience under Subsection 6.2 of this Project Agreement and the provision of Subsection 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the TOWN for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the TOWN and for Reimbursable Costs/Services incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Subsection 5.1 of this Project Agreement. Under no circumstances shall the TOWN make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT'S work product shall become the property of the TOWN and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the TOWN, transfer to either the TOWN or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the TOWN'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the TOWN.

6.4 **Suspension for Convenience.** The TOWN shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to ninety (90) calendar days. If any such suspension is directed by the TOWN, the CONSULTANT shall immediately comply with same. In the event the TOWN directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated March 28, 2008 between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

ATTEST:

TOWN OF MIAMI LAKES

Town Clerk

By: _____
Alex Rey, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
TOWN OF MIAMI LAKES, FLORIDA, ONLY:

Town Attorney

ATTEST:

MILLER LEGG & ASSOCIATES, INC.

William M. Lynch V.P.
Assistant Secretary

William Legg V.P.
By: For Michael D Kroll V.P.
Michael D. Kroll
Vice President

William M. Lynch

Date: April 2, 2008

Please type name of Assistant Secretary

(CORPORATE SEAL)

WITNESSES:

Roberta Duenas

Print Name: ROBERTA DUENAS

George Potner

Print Name: GEORGE POTNER

**EXHIBIT A – SCOPE OF SERVICES
Town of Miami Lakes -Streetscape Master Plan**

1.0 PROJECT DESCRIPTION

1.1 The Project is generally described as follows: The Consultant shall provide conceptual landscape planning services to the Town of Miami Lakes for development of a Streetscape Master Plan. The Project will encompass work on approximately 13-miles of existing streets located within incorporated Miami Lakes, Florida.

2.0 BASIS OF SCOPE

- The intent of this project is to work with residents, business owners, Town staff, committees, public officials, and other stakeholders to create the preferred streetscape.
- The Consultant shall provide landscape architectural services to the Town of Miami Lakes for development of a Streetscape Master Plan. The Project shall include up to 12.73 miles of roadway as shown in the following chart and as illustrated on Attachment “A”.

Master Plan Street List

67 th Avenue, N and S	1.77 miles
Miami Lakeway N	1.44 miles
Miami Lakeway S	1.59 miles
Miami Lakes Drive E	1.09 miles
Miami Lakes Drive W	1.20 miles
NW 82 th Avenue	1.00 miles
Montrose Road	0.30 miles
Commerce Way/Oak Lane	1.37 miles
NW 87 th Avenue S	1.00 miles
NW 87 th Avenue N	0.47 miles
<u>NW 154th Street</u>	<u>1.50 miles</u>
TOTAL STREET LENGTH	12.73 miles

- The Streetscape Plans will incorporate, but not be limited to, softscape and hardscape designs of the following features: landscaping of swales and medians, sidewalk treatments, intersection treatments, entry feature landscaping, lighting features, street benches, parking area treatments, water features, and street tree plantings.
- This work will be directed by the Town Planning and Zoning Department, in partnership with the Beautification and Economic Development Committees. Other Town Departments will provide input on an as-needed basis, as directed by the Town.

- The scope of work and project schedule for the accomplishment of the Town Streetscape Master Plan are represented by those services and tasks as set forth herein.
- The Town has previously prepared documentation of public input for streetscape programming issues, specific concerns, and desirable characteristics. This documentation shall be provided to the Consultant and shall represent the total extent of public input required to start design services.
- The Town shall provide Consultant with all Existing Conditions documents including surveys, utilities, pavement and curbing information as may be required to complete Consultant's services specified herein.
- The Consultant shall work with the Beautification Advisory Committee and a Technical Advisory Committee (TAC), to be comprised of several Town Departments, which shall be convened by P&Z Department.
- The Town may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

3.0 SCOPE OF BASIC SERVICES AND FEE

The scope of services to be provided by Consultant shall be as follows:

Task 1 Analysis/Background Research

- A. **Existing Conditions Assessment:** The Consultant shall review Existing Conditions to provide an understanding of readily observable constraints along the streetscape network. Specifically, locations of traffic vaults, existing sidewalks / roadway; loading zones, light-posts, traffic signals, curb-cuts, ramps, stormwater drains, parking spaces (on and off-street), and existing street trees. This review shall be documented with digital photographs, and mapped (GIS) on a parcel-by-parcel basis. Consultant shall provide Town with an Additional Services Agreement for mapping and/or surveying services, if mapped information is not available.
- B. **Technical Feasibility "Field Day":** Host a ½-day "field day" with TAC and Town Engineer to establish the technical feasibility for potential streetscape design along each of the streets in the study area. This event shall include an analysis of large vehicle turning-

movements, parking/loading issues, street crown level vs. sidewalk level, and the potential for pedestrian treatments. It also shall include a briefing memorandum for Technical Advisory Committee Members & key stakeholders present.

- C. **Goals, Criteria and Standards** – Consultant shall develop goals, criteria and standards for public area landscape. These should include standards for tree separation, tree varieties under various scenarios, (i.e. under power lines) and standards for street fixtures to be used in Miami Lakes. Consultant shall apply “Best Practices” consideration in developing new standards for Miami Lakes while incorporating on understanding of Existing Conditions.
- D. **Charrette Review** – Consultant shall review the feedback provided by the residents which was obtained during the Town Charrette previously convened.

FEE: Lump Sum of \$20,000.00

Task 2

Design Workshop - Based upon input received from the Town, the Charrette previously conducted, and the technical documents collected above, Consultant shall produce the streetscape master plan following the procedure and development of the products shown below. Consultant shall facilitate a ½-day workshop with the Technical Advisory Committee (TAC) to create streetscape concepts that meet goals, criteria, and standards determined in the Analysis/Background Research Task as shown above. Consultant shall develop a streetscape master plan based on the results of the Design Workshop.

FEE: Lump Sum of \$7,500.00

FEE SUMMARY			
TASK NUMBER	TASK	LUMP SUM FEE	HOURLY NTE FEE
Task 1	Analysis/Background Research	\$20,000.00	\$0.00
Task 2	Design Workshop	\$7,500.00	\$0.00
TOTAL FEE		\$27,500.00	\$ 0.00



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014


ITEM 7 G



Town of Miami Lakes

Council Memorandum

To: Honorable Mayor and Council

From: Alex Rey, Town Manager 

Subject: Amendment to the Budget for Fiscal Year 2006-07

Date: April 8, 2008

Recommendation:

It is recommended that Town Council approves the Resolution to amend the Budget for Fiscal Year 2006-07.

Background:

An amendment to the Town's General Fund Budget for the Fiscal Year ending on September 30, 2007 (FY 2006-07) is needed in order to:

- Allocate the \$351,000 for the Strategic Plan Initiatives originally budgeted under Administration to the specific departments and to provide a budget of \$155,000 for Litigation. These items were previously discussed and presented when the budget for FY 2007-08 was adopted.
- Reflect the acquisition and financing of 15 Police Patrol vehicles approved by Council at the January 2007 Council meeting.
- Transfer budget among certain departments, which is an administrative matter that does not increase the total Town budget for FY 2006-07.

The results for Fiscal Year 2006-07 represent a total positive variance of \$1,678,362 over the approved Budget for FY 2006-07. Of this amount, \$911,455 is the positive variance resulting from the excess of revenues received over expenditures for the year. The other \$766,907 is the net positive variance resulting from a higher than budget beginning fund balance and the transfers to the Capital Projects Fund.

The approved budget for FY 2007-08 projected a surplus of approximately \$590,228 which is already built into the budget, leaving an additional positive variance of \$1,088,133. The allocation of these funds was discussed at the February Council meeting.

Exhibit A lists the line items in the original adopted Budget and shows the impact of the proposed amendment, as well as a comparison to actual expenditures for each item.

Please feel free to contact me if you have any questions.

RESOLUTION NO. 08-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN'S BUDGET FOR THE 2006-2007 FISCAL YEAR; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 200.065, Florida Statutes, the Town Council adopted the Budget for Fiscal Year 2006-2007 (the "Budget") by Ordinance No. 06-84; and

WHEREAS, Section 4 of Ordinance No. 06-84 states that the Town Council is authorized to modify any department, category total or line item of the Budget by resolution so long as the modification does not exceed the Town of Miami Lakes' (the "Town") total budgeted funds for the Fiscal Year 2006-2007; and

WHEREAS, Fiscal Year 2006-2007 ended on September 30, 2007 and thereafter, the Town's Finance Director reviewed the actual expenditures and revenues against those adopted in the Budget; and

WHEREAS, the Finance Director has determined that although the Budget did not exceed the Town's total budgeted funds for the Fiscal Year 2006-2007, the Budget should be amended as set forth in Exhibit "A" to transfer allocated budgeted funds to other departments; and

WHEREAS, the Town Council, in accordance with Section 4 of Ordinance No. 06-84, has determined that it is necessary to amend the Budget as set forth in Exhibit "A" based upon the review and analysis of the Finance Director and further based upon the recommendation of the Town Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Budget Amendment. The Budget for Fiscal Year 2006-2007 adopted in Section 2 of Ordinance 06-84 is amended as reflected in Exhibit "A," which contains the modified totals for each department without exceeding the Town's budgeted funds for the Fiscal Year 2006-2007.

Section 3. Authorization of Town Manager. The Town Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this Resolution

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

PASSED AND ADOPTED this ____ day of _____, 2008.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	_____
Vice Mayor Nancy Simon	_____
Councilmember Roberto Alonso	_____
Councilmember Mary Collins	_____
Councilmember Robert Meador II	_____
Councilmember Michael Pizzi	_____
Councilmember Richard Pulido	_____

Wayne Slaton

MAYOR

ATTEST:

Debra E. Eastman
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:

Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L.
TOWN ATTORNEY

**TOWN OF MIAMI LAKES
BUDGET AMENDMENT
FISCAL YEAR 2006-07**

Amends Ordinance No. 06-84

EXHIBIT A

GENERAL FUND	ORIGINAL BUDGET	INCREASE (DECREASE)		AMENDED BUDGET	ACTUAL FY 2007	VARIANCE positive (negative)
		(A)	(B)			
GENERAL FUND REVENUES						
AD Valorem Taxes	\$ 7,856,000	\$ -	\$ -	\$ 7,856,000	\$ 7,706,386	\$ (149,614)
Franchise Fee - Electric	1,579,594			1,579,594	2,079,921	500,327
Franchise Fee - Solid Waste	4,500			4,500	0	(4,500)
Utility Tax - Electric	2,100,000			2,100,000	2,119,404	19,404
Utility Tax - Water	250,000			250,000	299,359	49,359
Utility Tax - Gas	42,000			42,000	42,716	716
Simplified Communication Tax	1,500,000			1,500,000	1,490,228	(9,772)
Occupational Licenses (Business Tax)	100,000			100,000	126,770	26,770
Building & Zoning Permits	900,000			900,000	919,742	19,742
Building & Zoning Permits - Technology Fee	75,000			75,000	81,217	6,217
State Sharing Revenue	719,000			719,000	658,894	(60,106)
Alcoholic Beverage Tax	7,000			7,000	15,522	8,522
Half Cent Sales Tax	1,617,670			1,617,670	1,653,012	35,342
Grants - Police	17,400			17,400	11,533	(5,867)
Grants - Division of Tree Forestry	0			0	34,996	34,996
Disaster Relief Funding - Hurricane Reimb.	0			0	69,046	69,046
Refund for FDOT & Arterial Maintenance	3,000			3,000	3,385	385
Public Works Permits	4,000			4,000	34,370	30,370
Concurrency Review	0			0	5,000	5,000
Administrative Variances/Site Plan Reviews	10,000			10,000	21,718	11,718
Zoning Hearing Fees/ Zoning Letters	8,500			8,500	32,656	24,156
Code Violation Fines	150,000			150,000	78,729	(71,271)
Police - Traffic Fines/Forfeitures	110,000			110,000	147,239	37,239
Lien Inquiry Letters	15,000			15,000	11,515	(3,485)
Alarm Registration Fees	15,000			15,000	9,500	(5,500)
School Crossing Guards	32,000			32,000	39,301	7,301
Parks - Rental Fees	0			0	2,642	2,642
Interest Income	195,000			195,000	298,890	103,890
Miscellaneous Revenue	0			0	52,387	52,387
TOTAL	\$ 17,310,664	\$ -	\$ -	\$ 17,310,664	\$ 18,046,076	\$ 735,412
GENERAL FUND EXPENDITURES						
Town Council	\$ 256,104	\$ 10,000	\$ -	\$ 266,104	\$ 265,708	\$ 396
Administrative and Finance	3,092,342	(451,500)	(291,877)	2,348,965	2,173,318	175,647
Town Attorney	250,000	155,000	49,640	454,640	454,640	-
Police	6,158,218	-	29,047	6,187,265	6,187,265	-
Parks, Recreation & Culture	2,375,900	65,000	36,396	2,477,296	2,477,296	-
Public Works	1,747,800	81,500	47,309	1,876,609	1,876,609	-
Building, Zoning, Planning & Code Enforcement	1,431,546	140,000	69,480	1,641,026	1,641,026	-
Debt Service	1,871,545	-	60,006	1,931,551	1,931,551	-
TOTAL	\$ 17,183,456	\$ -	\$ -	\$ 17,183,456	\$ 17,007,412	\$ 176,043
EXCESS OF REVENUES OVER EXPENDITURES	\$ 127,208	\$ -	\$ -	\$ 127,208	\$ 1,038,664	\$ 911,455
OTHER FINANCING SOURCES (USES)						
Transfers Out (Capital Projects Fund)	(907,000)	-	-	(907,000)	(917,640)	(10,640)
Acquisition of Police Vehicles (Transfer Out - Capital Projects Fund)			(310,605)	(310,605)	(310,605)	-
Financing of Police Vehicles			310,605	310,605	310,605	-
Prior Year Available Fund Balance	1,249,137	-	-	1,249,137	2,026,683	777,546
TOTAL OTHER FINANCING SOURCES (USES)	\$ 342,137	\$ -	\$ -	\$ 342,137	\$ 1,109,043	\$ 766,907
EXCESS OF REVENUES & OTHER SOURCES OVER EXPENDITURES	\$ 469,345	\$ -	\$ -	\$ 469,345	\$ 2,147,707	\$ 1,678,362
Fund Balance Beginning of Year	\$ 2,798,137	\$ -	\$ -	\$ 2,798,137	\$ 3,575,683	
Fund Balance End of Year	\$ 2,018,346			\$ 2,018,346	\$ 3,696,707	
Less: Fund Balance Reserve	\$ (2,018,346)			\$ (2,018,346)	\$ (2,018,346)	
Fund Balance Available	\$ -	\$ -	\$ -	\$ 0	\$ 1,678,362	

(A) - Amendment previously presented when the FY 2007-08 Budget was adopted, moves the \$351,000 for the Strategic Plan Initiatives originally budgeted under Administration to the specific departments and provides a budget of \$155,000 for Litigation.

(B) - Amendment to transfer budget from Finance & Administration to several departments and to reflect the acquisition and financing of 15 Police vehicles.



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014


ITEM 7 H



TOWN OF MIAMI LAKES

Council Memorandum

To: Honorable Mayor and Town Council

From: Alex Rey – Town Manager 

Subject: Fine Reduction Case # C2006-0465 (Carlos A. Pereda & Mariela Pereda)

Date: April 8, 2008

Recommendation:

It is recommended that the Town Council do not authorize the request to reduce a Code Compliance fine of \$5,000.00. The denial is based on a prior authorized reduction by the Town Manager of 50% of the initial \$10,000 fine.

Background:

On April 24, 2006, the Code Compliance officer (the "Officer") upon inspection of the property, after a constituent complaint, issued a warning of violation to the property owners for "failing to obtain a building permit to add new poles and a new roof system to an existing tiki hut located at the rear of the property". The warning of violation had an expiration date of May 23, 2006. On April 26, 2006 the Violators applied for a building permit (B2006-1491). The Building permit application was denied because the structure did not meet the zoning requirements. The building permit application expired on October 26, 2006.

On June 24, 2006, the Officer spoke with the Violators and approved a 30 day extension which expired on July 20, 2006. Given that the property owner was pursuing a building permit, several verbal extensions were granted by staff.

On April 2, 2007, the Officer performed a records review and inspected the property and found that the violation remained un-corrected (permit had not been obtained) and issued on April 12, 2007 Citation (#4371) in the amount of \$500, with a compliance date of May 2, 2007.

On June 1, 2007 the Violators modified the permit request to meet the zoning requirements and obtained the permit (B2007-1957) on June 5, 2007. Subsequently the violators settled the Citation in the amount of \$5,000 which is equal to 50% of the accrued daily penalties.

The Town has incurred costs to process the case in the amount of \$356.85. The costs are comprised of staff time, attorney fees, and other associated costs.

On June 26, 2007, the Town received a written request from the violators for an additional 50% reduction. The violation was corrected by the Violators by obtaining the necessary permit and obtaining final inspection on June 12, 2007. Staff does not recommend approval for additional reduction of the fine by the Town Council.

RESOLUTION NO. 08-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA; DENYING THE REQUEST OF CARLOS A. PEREDA AND MARIELA PEREDA TO REDUCE A PREVIOUSLY ASSESSED CODE COMPLIANCE FINE FOR CASE NO. C2006-0465; DIRECTING THE TOWN MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”), through its Code Compliance Department, issued Citation No. C2006-0465 to Carlos A. Pereda and Mariela Pereda (the “Violators”); and

WHEREAS, the Violators were issued a Citation, the violation was subsequently corrected and the Town reduced the fine by 50% to a fine of \$5,000 which was paid by the Violators; and

WHEREAS, the Violators have requested that the Town further reduce the fine by an additional 50% and refund to the Violators the amount of \$2,500.00; and

WHEREAS, the Town Manager having reviewed the file recommends to the Town Council denial of any additional reduction and any refund.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Reduction of Fine. The civil penalty/fine for Code Compliance Case No. C2006-0465 is not further reduced.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2008.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	_____
Vice Mayor Nancy Simon	_____
Councilmember Roberto Alonso	_____
Councilmember Mary Collins	_____
Councilmember Robert Meador II	_____
Councilmember Michael Pizzi	_____
Councilmember Richard Pulido	_____

 Wayne Slaton
 MAYOR

ATTEST:

 Debra E. Eastman
 TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only:

 Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L.
 TOWN ATTORNEY



Town of Miami Lakes


Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014

ITEM 7 I



MEMORANDUM

To: Honorable Mayor and Town Council

From: Alex Rey - Town Manager 

Subject: Electrical Maintenance Contract

Date: April 8, 2008

Recommendation:

It is recommended that the Town Council approve the proposed resolution authorizing the Town Manager to enter into agreements with Gancedo Technologies, Inc. and Prime Electrical Contractors, Inc. to provide Public Works electrical maintenance services for the Town of Miami Lakes.

Background:

The Town's existing street light system requires regular maintenance. After the transfer of the street light system from the County's Special Taxing District, the Town issued a request for proposal and consequently entered into a contract agreement with Prime Electrical Contractors Inc in 2003 and 2005 respectively. The contractor furnished all supervision, labor, material, tools and equipment required to provide repairs to street light poles.

The Public Works Department prepared the Request for Proposal for Public Works Electrical Maintenance Services, which was publicly advertised on March 7, 2008. On March 31, 2008 bids were publicly opened and read. A bid summary table of the responsive bidders is provided below:

Ranking	Company	Yearly Bid Grand Total	3 Year Grand Total
1	Prime Electric Inc.	\$165,810.00	\$497,430.00
2	Gancedo Technologies Inc.	\$189,100.00	\$567,300.00
3	Horsepower Electric Inc.	\$262,262.50	\$786,787.50
4	G & R Electric Corp.	\$291,962.50	\$875,887.50
5	Empire Electric Maintenance and Service Inc.	\$312,250.00	\$936,750.00
6	RND Electric Inc.	\$351,000.00	\$1,000,053.00

The lowest overall responsive bidders based on estimated quantities of work is Prime Electrical Contractors, Inc; however, the work will be paid out based on actual hourly rates for type of personnel and equipment used. Staff has analyzed the hourly rates for some of the most commonly used categories and has determined that in many situations it will be beneficial for the Town to use the services of Gancedo Technologies, Inc. The table below shows the actual hourly bid amount for the various categories of personnel and equipment to be used under this contract. References for both contractors have been contacted, and based on the feedback received; I am recommending that we select both contractors as service providers.

As per section 1.12.5 of the Request for Proposals, award of this Bid is non-exclusive and the Town may, at the Town's sole option, award this contract to more than one (1) Responsive and Responsible Bidder. The Town will have a back up contractor which will provide for additional flexibility, provide the lowest possible cost option, and will help ensure that all work is completed in an expedite manner.

Transportation: Cost included in rates Bid	Total number of hours needed per year	<u>Prime Electrical Contractors, Inc.</u>	<u>Gancedo Technologies, Inc.</u>
Master Electrician	600	\$1.80	\$41
Journeyman Electrician	1400	\$49	\$37
Apprentice Electrician	1150	\$48	\$26
Emergency Response	150	\$1.80	\$100
Laborer	1200	\$3.80	\$24
Bucket Truck (min: 50 foot) for street lighting	500	\$69	\$65
Crane (to be used on 30 and 40 Feet light poles)	100	\$16	\$65

RESOLUTION NO. 08-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE SELECTION OF GANCEDO TECHNOLOGIES, INC. AND PRIME ELECTRICAL CONTRACTORS, INC. TO PROVIDE ELECTRICAL MAINTENANCE SERVICES FOR THE TOWN; APPROVING THE CONTRACT BETWEEN GANCEDO TECHNOLOGIES, INC. AND THE TOWN AND THE CONTRACT BETWEEN PRIME ELECTRICAL CONTRACTORS, INC. AND THE TOWN; AUTHORIZING THE TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACTS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) issued a Request for Proposal for Public Works Electrical Maintenance Services on March 7, 2008 (the “RFP”); and

WHEREAS, on March 31, 2008, all bids were publicly opened and read, and the Town received six (6) Responsive and Responsible Bids from electrical contractors which were reviewed by the Town Manager; and

WHEREAS, after reviewing all bids submitted to the Town, the Town Manager recommends the selection of both Gancedo Technologies, Inc. and Prime Electrical Contractors, Inc.; and

WHEREAS, the Town Council finds that approval of both Gancedo Technologies, Inc. and Prime Electrical Contractors, Inc, along with the respective Contracts, is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of Gancedo Technologies, Inc. and Prime Electrical Contractors, Inc. Gancedo Technologies, Inc. and Prime Electrical Contractors, Inc. are hereby selected to provide electrical maintenance services within the Town.

Section 3. Approval of Contracts. The Contracts for provision electrical maintenance services within the Town between the Town and Gancedo Technologies, Inc. and between the Town and Prime Electrical Contractors, Inc. (the “Contracts”), a copies of which are attached as Exhibit “1,” together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, are approved.

Section 4. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contracts.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town’s Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contracts.

Section 6. Execution of Contracts. The Town Manager is authorized to execute the Contracts on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Contracts and to execute any extensions and/or amendments to the Contracts, subject to the approval as to form and legality by the Town Attorney.

**EXHIBIT 1
DRAFT CONTRACT**

THIS CONTRACT is made this _____ day of _____, 2008 by and between the Town of Miami Lakes, Florida (the "Town") and _____ (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Scope of Work attached hereto as Exhibit "A" (the "Scope of Work") [see Exhibit 3 of the RFP, Detailed Specifications].

2. **COMPENSATION/PAYMENT**-

2.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

2.3 The Contractor shall be compensated at the unit prices specified in the Bid Proposal based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed \$_____ per year.

3. **TERM**- This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year extensions (the "Options"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

4. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.

5. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

5.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

5.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

5.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

5.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

6. **INDEMNIFICATION-**

6.1 The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

6.2 This indemnification obligation shall survive the termination of this Agreement.

6.3 The Contractor shall defend the Town or provide for such defense, at the Town's option.

6.4 The Town has provided specific consideration for the indemnification of \$100.00 from the sums due to the Contractor under this Agreement.

6.5 The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

7. **CONTRACT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;
All Addendums;
Contract Agreement;
Proposal;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates

8. **CONTRACTOR'S EMPLOYEES-**

8.1 The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner. Contractor's employees

shall be subject to a criminal background check, performed by the Town's police department.

8.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

8.3 Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.

8.4 The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

8.5 All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

9. **VEHICLES AND EQUIPMENT**- Contractor shall have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

10. **INSURANCE**- The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

10.1 Worker's Compensation and Employer's Liability Insurance: Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

10.2 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other

equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

10.3 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

10.4 Certificate of Insurance: Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

10.5 Additional Insured - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

10.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

11. **ASSIGNMENT AND AMENDMENT**- No assignment by the Contractor of this contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement.

12. **TERMINATION**-

12.1 Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

12.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

12.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.

12.4 The Town may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

13. **CHOICE OF LAW**- This contract shall be governed by the laws of the State of Florida. Venue for any action brought hereunder shall be proper exclusively in Miami-Dade County, Florida.

14. **ATTORNEY'S FEES**- In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

15. **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.

16. **INSPECTION AND AUDIT**- During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow Town representatives access during reasonable business hours to Contractor's and

subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.

17. **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
18. **WAIVER OF JURY TRIAL**. The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
19. **COUNTERPARTS**- This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
20. **INDEPENDENT CONTRACTOR** – It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement. All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.
21. **ACCIDENT PREVENTION AND REGULATIONS** – Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.
22. **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all employees and Subcontractor employees involved in the performance of this Contract. Background checks must be performed prior to the performance of any Work by the employee under the Contract. Written verification of any background checks must be provided to the Town at the request of the Town Manager.

- 23. **CODE OF ETHICS** - Contractor warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

- 24. **LAWS, RULES & REGULATIONS** - Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

- 25. **POLICY OF NON-DISCRIMINATION** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

- 26. **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:
 Town of Miami Lakes
 15700 NW 67 Avenue, Suite 302
 Miami Lakes, FL 33014
 Attention: Town Manager

Contractor:

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Town Clerk


By: _____
Alex Rey, Town Manager

By: _____
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
Town Attorney

Signed, sealed and witnessed in the presence of:

As to Contractor:

By:  _____

By:  _____
Prime Electrical

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

**EXHIBIT 1
DRAFT CONTRACT**

THIS CONTRACT is made this _____ day of _____, 2008 by and between the Town of Miami Lakes, Florida (the "Town") and _____ (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Scope of Work attached hereto as Exhibit "A" (the "Scope of Work") [see Exhibit 3 of the RFP, Detailed Specifications].

2. **COMPENSATION/PAYMENT**-

2.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

2.3 The Contractor shall be compensated at the unit prices specified in the Bid Proposal based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed \$_____ per year.

3. **TERM**- This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year extensions (the "Options"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

4. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.

5. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

5.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

5.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

5.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

5.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

6. **INDEMNIFICATION-**

6.1 The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

6.2 This indemnification obligation shall survive the termination of this Agreement.

6.3 The Contractor shall defend the Town or provide for such defense, at the Town's option.

6.4 The Town has provided specific consideration for the indemnification of \$100.00 from the sums due to the Contractor under this Agreement.

6.5 The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

7. **CONTRACT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;
All Addendums;
Contract Agreement;
Proposal;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates

8. **CONTRACTOR'S EMPLOYEES-**

8.1 The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner. Contractor's employees

shall be subject to a criminal background check, performed by the Town's police department.

8.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

8.3 Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.

8.4 The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

8.5 All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

9. **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

10. **INSURANCE-** The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

10.1 Worker's Compensation and Employer's Liability Insurance: Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

10.2 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other

equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

10.3 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

10.4 Certificate of Insurance: Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

10.5 Additional Insured - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

10.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

11. **ASSIGNMENT AND AMENDMENT**- No assignment by the Contractor of this contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement.

12. **TERMINATION**-

12.1 Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

12.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

12.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.

12.4 The Town may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

13. **CHOICE OF LAW**- This contract shall be governed by the laws of the State of Florida. Venue for any action brought hereunder shall be proper exclusively in Miami-Dade County, Florida.

14. **ATTORNEY'S FEES**- In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

15. **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.

16. **INSPECTION AND AUDIT**- During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow Town representatives access during reasonable business hours to Contractor's and

subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.

17. **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
18. **WAIVER OF JURY TRIAL**. The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
19. **COUNTERPARTS**- This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
20. **INDEPENDENT CONTRACTOR** – It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement. All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.
21. **ACCIDENT PREVENTION AND REGULATIONS** – Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.
22. **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all employees and Subcontractor employees involved in the performance of this Contract. Background checks must be performed prior to the performance of any Work by the employee under the Contract. Written verification of any background checks must be provided to the Town at the request of the Town Manager.

- 23. **CODE OF ETHICS** - Contractor warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

- 24. **LAWS, RULES & REGULATIONS** - Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

- 25. **POLICY OF NON-DISCRIMINATION** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

- 26. **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:
 Town of Miami Lakes
 15700 NW 67 Avenue, Suite 302
 Miami Lakes, FL 33014
 Attention: Town Manager

Contractor:

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Town Clerk

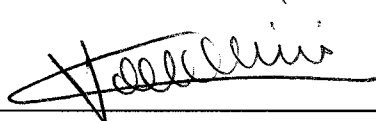
By: _____
Alex Rey, Town Manager

By: _____
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
Town Attorney

Signed, sealed and witnessed in the presence of:

As to Contractor:

By:  _____

By:  _____
Gancedo Technologies

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014

ITEM 8

Town Council Presentation (*Elderly Affairs Committee*)
April 8, 2007

Greetings: (Honorable Mayor, Vice-Mayor, Members of the Town Council)

Introduction: (Dr. Keith Pisani, Chairman of the *EAC*)

Presentation:

From our July 2007 report until this April 8, 2008 report, these are the highlights:

1. The *Elderly Affairs Committee* hosted a Senior Social in July. The event was well attended, came in under budget, and featured catered food, a small program, and musical entertainment. This is an annual event.
2. In August, Paul C. Hunt, from Coral Gables, presented his city's dynamic for meeting the needs of their senior citizens. Elements of his presentation can be included in 3-5 year plans. Another presenter discussed in-home 'fall prevention' measures which include double walls in senior bathrooms on which rails can be attached, raised dryers, stoves with the controls in the front, limited 'interruptions' between rooms, and 36" doorways through which walkers and wheel chairs can be moved.
3. The *Elderly Affairs Committee* reviewed the committee's role in the Town's Hurricane Preparedness plan. This includes the following:
 - Following up on the committee's recommendation for the Town's mass communication and notification system which provides emergency information in the context of a storm
 - Confirming the development of a senior data base of over 3,000 names to help facilitate aid and information in the context of a major storm.
 - Establishing sites at *Our Lady of the Lakes Catholic Church* and the *Miami Lakes Baptist Church* for the distribution of two or more truck loads of emergency supplies provided by the state's Tallahassee based *Elder Affairs* department. These supplies should be distributed within 72 hours following a major hurricane event.
 - Requesting from the Town adequate generators for the distribution sites so that medicines which need refrigeration can be stored and accessed at the two sites.
 - Participating in required background checks because our committee members do work directly with senior citizens.
4. The committee recommended an *Information & Resource Center* through which seniors can network for help, senior programming can be organized, and from which qualified personnel can apply for senior-related grants. The *I & R Center* remains an agenda item.
5. In October, the committee organized and hosted our annual *Health & Wellness Fair* featuring over 60 vendors. The event was held at Barbara Goleman High School, 300 attended, and vendors included social agencies, educational groups, hospitals, and other health & wellness related institutions. Food was served,

entertainment was provided, and presenters from Homeland Security and other institutions spoke.

6. During the winter months, the committee hosted flu shots, initiated a 3-on-3 senior basketball league, and organized a senior lecture series featuring two attorneys who work with elder issues. George Lopez spoke on investments while Valerie Peterson talked on end of life financial issues, including trusts. 50 attended and enjoyed both the lectures and the food.
7. Along with helping on Earth Day, our next event is the upcoming 2nd annual Senior (Olympic) Games April 25-26 at Barbara Goleman High School. This should prove to be a 'showcase' event for the Town of Miami Lakes and provides positive publicity for our community.

Thank you for your interest in the senior citizens of Miami Lakes.

Respectfully submitted,

Dr. Keith Pisani, Chairman
Elderly Affairs Committee (Town of Miami Lakes)



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014

ITEM 9



Town of Miami Lakes

Memorandum

To: Town Council

From: Mayor Wayne Slaton

Subject: Traffic Congestion and Safety Initiative

Date: March 11, 2008

Recommendation

It is recommended that the Town Council adopt an Ordinance to authorize the use of a unmanned cameras monitoring system to promote compliance with red light traffic signals and to adopt a civil enforcement system for red light signal violations. This will also supplement law enforcement personnel in the enforcement of red light signal violations. It shall not prohibit law enforcement officers from issuing a citation for a red light signal violations in accordance with other routine statutory enforcement techniques.

ORDINANCE NO. 2008-_____

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 54 OF THE TOWN CODE “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES” BY CREATING ARTICLE V “DANGEROUS INTERSECTION SAFETY”, PROVIDING AUTHORITY; PROVIDING PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR RECORDED IMAGE MONITORING AND ENFORCEMENT OF RED LIGHT INFRACTIONS, AND FOR RELATED PROCEDURES AND PROVISIONS; AMENDING CHAPTER 8CC-10 CODE COMPLIANCE “SCHEDULE OF CIVIL PENALTIES” TO PROVIDE CIVIL PENALTIES FOR VIOLATIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) is located in a high density traffic area and regularly experiences traffic incidents related to the failure of motorists to obey duly erected traffic control devices, which exposes its citizens to the dangers of personal injury and property damage; and

WHEREAS, the Town Council is concerned with the inability to sufficiently enforce the existing state statutes prohibiting running of red lights, due mainly to the requirement that enforcement requires the personal observation of police officers, affecting the ability to effectively reduce the significant dangers presented to motorists and pedestrians by the failure to stop for a red light; and

WHEREAS, the use of unmanned cameras to enforce toll violations on the state’s toll roads has been determined to be fair, reasonable and sufficient by the State of Florida in order to effectively enforce laws regulating the payment of tolls without the need to commit the extreme amount of personnel that would be necessary without the use of unmanned cameras; and

WHEREAS, similarly, the use of unmanned cameras will be effective in enforcing laws requiring vehicles to stop for red lights; therefore freeing Town police personnel to respond to other, and sometimes more, significant incidents as well as serious crime; and

WHEREAS, local governments in different parts of the state and country have demonstrated the enhancement of vehicular and pedestrian traffic safety attributable to the integration of unmanned cameras with traditional traffic law enforcement methodology; and

WHEREAS, the Town is authorized under its home rule powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes to enact municipal regulations through Chapter 316, Florida Statutes, to monitor traffic and through Chapter 8CC of the Town Code and Chapter 162, Florida Statutes to provide for enforcement of the Town Code through a civil infraction process with the use of a hearing officer; and

WHEREAS, unless and until the Florida Legislature adopts regulations allowing the use of a uniform traffic citation by the Town's police officers for red light violations using unmanned cameras without direct observation by the police officer, the Town is authorized to regulate red light infractions as a civil violation through its code compliance procedures; and

WHEREAS, the Town Council of the Town finds that implementation of the enforcement program as set forth herein will promote, protect and improve the health, safety and welfare of its citizens, consistent with the authority of and limitations on the Town pursuant to the Florida Constitution and Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. **Town Code Amended.** That Chapter 54 of the Town Code is hereby amended by creating Article V “Dangerous Intersection Safety,” to read as follows:

Chapter 54 Streets, Sidewalks and other Public Places

Article V. Dangerous Intersection Safety

Section 54-5.1 Authority.

(1) Article VIII, Section 2(b) of the Florida Constitution and Chapters 166, and 316, Florida Statutes.

Section 54-5.2 Purpose.

(1) To authorize the use of an unmanned camera monitoring system to promote compliance with red light signal directives as an ancillary deterrent to traffic control signal violations and to reduce accidents and injuries associated with such violations through adoption of a civil enforcement system for red light signal violations.

Section 54-5.3 Image Capture Technologies.

(1) The Town may utilize image capture technologies through use of a traffic control signal monitoring system/device or unmanned camera as a supplemental means of monitoring compliance with this Article and laws related to traffic control signals.

Section 54-5.4 Definitions.

The following definitions shall apply to this Article:

(1) *Civil Violation Notice* means a citation issued for a red zone infraction pursuant to this Article in accordance with Chapter 8CC of the Town Code.

(2) *Hearing Officer* means the Town's Code Compliance Hearing Officer, as described in Chapter 8CC of the Town Code.

(3) *Intersection* means the area embraced within the prolongation or connection of the lateral curb line; or, if none, then the lateral boundary lines, of the roadways of two roads which join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.

(4) *Motor Vehicle or Vehicle* means any self-propelled vehicle not operated upon rails or guide way, but not including any bicycle, motorized scooter, electric personal assisted mobility device or moped or any subsequent definition of motor vehicle in Chapter 316, Florida Statutes.

(5) *Owner/Vehicle Owner* means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a lease of six (6) months or more.

(6) *Recorded Image* means images recorded by a traffic control signal monitoring system/device:

(a) On:

(1) Two or more photographs;

(2) Two or more electronic images;

(3) Two or more digital images;

(4) Digital or video movies; or

(5) Any other medium that can display a violation; and

(b) Showing the rear of a motor vehicle and on at least one image, clearly identifying the license plate number of the vehicle.

(7) **Red Zone Infraction** means a traffic offense whereby a traffic control signal monitoring system established that a motor vehicle entered an intersection controlled by a duly erected traffic control device at a time when the traffic control signal for such motor vehicle's direction of travel was emitting a steady red signal.

(8) **Traffic Control Infraction Review Officer or Officer** means the Town's officer defined in Section 316.640(5)(a), Florida Statutes, or any subsequent amendments, designated pursuant to Section 54-5.8 to review recorded images and issue red zone infractions based upon those images.

(9) **Traffic Control Signal** means a device exhibiting different colored lights or colored lighted arrows successively, one at a time or in combination, using only the colors green,

yellow, and red, which indicate and apply to drivers of motor vehicles as provided in Chapter 316, Florida Statutes.

(10) *Traffic Control Signal Monitoring System/Device or Unmanned Camera* means an electronic system consisting of one or more vehicle sensors, working in conjunction with a traffic control signal, still camera and video recording device, to capture and produce recorded images of motor vehicles entering an intersection against a steady red light signal indication.

Section. 54-5.5 Adherence to Red Light Traffic Control Signals.

(1) Motor vehicle traffic facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection and shall remain standing until a green indication is shown on the traffic control signal.

(2) Notwithstanding the provisions of Section 54-5.5(1) the driver of a motor vehicle which is stopped at a clearly marked stop line, or if none, before entering the crosswalk on the near side of the intersection or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection in obedience of a steady red traffic control signal, may make a right turn (unless such turn is otherwise prohibited by posted sign or other traffic control device) but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection.

Section 54-5.6 Violations.

(1) A violation of this Article, known as a “red zone infraction,” shall occur when a motor vehicle does not comply with the requirements of Section 54-5.5(1).

Section 54-5.7 Introductory Notice Period.

(1) For the first 90 days following the date that the first unmanned camera is operational in the Town, unless the driver of a motor vehicle received a citation from a law enforcement officer at the time of a red zone infraction in accordance with routine traffic enforcement techniques, the vehicle owner shall receive a warning in the form of a courtesy notice of the violation.

(2) Commencing 91 days after the introductory notification period in Section 54-5.7(1), the motor vehicle owner is subject to the enforcement provisions of this Article.

Section 54-5.8 Citation/Officer/Review of Recorded Images.

(1) The owner of the motor vehicle that is observed by recorded images committing a red zone infraction shall be issued a Civil Violation Notice (hereinafter also known as a “Citation”). The recorded image shall be sufficient grounds to issue a Citation.

(2) The Town Manager shall designate Traffic Control Infraction Review Officer(s) (“Officer”) to enforce this Article.

(3) The Officer shall review recorded images prior to the issuance of a Citation to ensure the accuracy and integrity of the recorded images. The Officer shall also verify that the

Traffic Control Monitoring System/Device which captured the Recorded Images was functioning properly at the time the Recorded Images were captured.

(4) Once the Officer has verified the accuracy of the recorded images and the functionality of the Traffic Control Monitoring System/Devices, he or she shall complete a report, and shall send a Citation to the motor vehicle owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or the address on record with the appropriate agency having such information in another state.

Section 54-5.9 Civil Violation Notice.

(1) The Citation for a red zone infraction shall be in the form as set forth in the applicable provisions of Section 8CC-3(f) of the Town Code and shall also include the following information:

- (a) The name and address of the motor vehicle owner;
- (b) The license plate number and registration number of the motor vehicle;
- (c) The make, model, and year of the motor vehicle;
- (d) Notice that there are recorded images relating to the motor vehicle and a statement that the recorded images are evidence of a red zone infraction;
- (e) Image(s) depicting the infraction; and

(f) A signed statement by the Officer that, based on inspection of recorded images, the motor vehicle was involved in and was utilized to commit a red zone infraction.

Section 54-5.10 Vehicle Owner Responsibilities

(1) A motor vehicle owner receiving a Citation may:

(a) Pay the assessed civil penalty pursuant to instructions on the Citation; or

(b) File an appeal pursuant to the instructions on the Citation and appear before the Hearing Officer to contest the Citation.

(2) The failure to timely pay the assessed civil penalty or to timely request an appeal and appear before the Hearing Officer to contest the Citation will be considered an admission of liability and in such case an order may be entered against the violator for the civil penalty, plus any administrative costs.

Section 54-5.11 Proceedings before the Hearing Officer.

(1) The Town's Hearing Officers are authorized to hold appeal hearings related to the enforcement of this Article.

(2) A hearing shall be scheduled for all Citations appealed pursuant to Section 54-5.10(1)(b), except those in which the motor vehicle owner submits an affidavit pursuant to Section 54-5.12.

(3) Upon receipt of the named violator's timely request for an appeal, the Town shall schedule a hearing before the Special Master and provide the vehicle owner with notice pursuant to Section 8CC-6 of the Town Code.

(4) The hearing shall be held pursuant to the procedures set forth in Chapter 8CC of the Town Code. The Officer may testify at the hearing. The motor vehicle owner may present testimony and evidence.

(5) Recorded images indicating a red zone infraction, verified by the Officer, are admissible in any proceeding before the Town's Special Master to enforce the provisions of this Article, and shall constitute prima facie evidence of the violation.

(6) Unless an affidavit is provided pursuant to Section 54-5.12, it is presumed that the person registered as the motor vehicle owner with the Florida Department of Motor Vehicles or any other state vehicle registration office, or an individual having the owner's consent, was operating the motor vehicle at the time of a red zone infraction.

Section 54-5.12 Motor Vehicle Owner Affidavit of Non-Responsibility.

(1) Upon timely receipt by the Town of a sufficient Affidavit of Non-Responsibility meeting the provisions of this section, any prosecution of the Citation issued to the motor vehicle owner shall be terminated.

(2) In order to satisfy the provisions of this section, the motor vehicle owner is required, within 20 days from the date listed on the Citation, to furnish to the Town with an

affidavit setting forth the circumstances demonstrating that at the time of the red zone infraction that either:

(a) the motor vehicle was not in the vehicle owner's care, custody, or control, and was not in the care, custody or control of another person with the vehicle owner's consent or

(b) the motor vehicle was subject to a short term (less than six months) rental agreement between the car rental agency receiving the Citation and the vehicle operator and provide a true and correct copy of the short term car rental agreement, as applicable.

(3) The affidavit must be executed in the presence of a notary, and shall include:

(a) If known to the motor vehicle owner, the name, address, and the driver's license number of the person who had care, custody, or control of the motor vehicle, without the motor vehicle owner's consent, at the time of the alleged red zone infraction; or

(b) The name, address and drivers license number of the person who, at the time of the alleged red zone infraction, rented the motor vehicle from the car rental agency that has received the Citation; or

(c) If the vehicle was stolen, the police report indicating the motor vehicle was stolen at the time of the alleged red zone infraction.

(4) The affidavit shall include the following language immediately above the signature line: "Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true."

(5) Proceedings may be commenced by the Town against the responsible person identified in the affidavit, and in such event, the responsible person shall be subject to the same process and procedures which are applicable to motor vehicle owners.

Section 54-5.13 Administrative Charges.

(1) In addition to the penalties set forth in Section 8CC-10, administrative fees may be assessed pursuant to Chapter 8CC of the Town Code in the event of a hearing and/or the need to institute collection procedures arises.

Section 54-5.14 Collection of outstanding fines.

(1) Collection of outstanding fines shall be accomplished pursuant to the provisions of Section 8CC-7 of the Town Code, or any other lawful means available to the Town pursuant to law.

Section. 54-5.15 Exceptions/Regulations Supplemental.

(1) This Article shall not apply to red zone infractions involving vehicle collisions (unless no citation or charge is issued for a violation of a state statute related to said collision) or to any authorized emergency vehicle responding to a bona fide emergency; nor shall a citation be issued in any case where the operator of the motor vehicle was issued a citation for violating

Chapter 316, Florida Statutes regarding the failure to stop at a red light for the same event or incident.

(2) This Article shall supplement the Town's enforcement of red light signal violations and shall not prohibit Town's law enforcement officers from issuing a uniform traffic citation for a red light signal violation in accordance with Chapter 316, Florida Statutes, or other routine statutory traffic enforcement techniques.

(3) This Article shall not be meant to conflict with Miami-Dade County's primary jurisdiction to install and maintain traffic signal devices countywide.

(4) This Article shall not be meant to conflict with Chapter 316, Florida Statutes pertaining to uniform traffic control.

Section 54-5.16 Penalty.

(1) A violation of this Article shall be deemed a non-criminal, non-moving violation for which a civil penalty, as set forth in Section 8CC-10 of the Town Code, shall be assessed.

(2) As the violation relates to this Article and not to the Florida Statutes pertaining to Uniform Traffic Citations, no points as otherwise provided in Section 322.27, Florida Statutes, shall be recorded on the driving record of the motor vehicle owner or responsible party.

Section 54-5.17 Enforcement.

(1) This Article shall be enforced through the Town's Code Compliance procedures specified in Chapter 8CC of the Town Code and any supplemental provisions of this Article.

Section 3. Schedule of Violations and Civil Penalties Amended. That Chapter 8CC of the Town Code is amended to include the additional civil penalties specified below:

Sec. 8CC-10. Schedule of civil penalties.

* * *

Code Sec.	Description of Violation	Civil Penalty
***	***	***
<u>54-5.5, et seq.</u>	<u>Violation of the Dangerous Intersection Safety Provisions</u>	<u>\$125.00 first violation</u> <u>\$250.00 second violation/repeat violation</u>
***	****	***

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion In The Code. That it is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Town of Miami Lakes, Florida Code of Ordinances; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Councilmember _____, who moved for its adoption on first reading. This motion was seconded by Councilmember _____, and upon being put to a vote, the vote was as follows:

Mayor Wayne Slaton _____
Vice Mayor Nancy Simon _____
Councilmember Roberto Alonso _____
Councilmember Mary Collins _____
Councilmember Robert Meador, II _____
Councilmember Michael Pizzi _____
Councilmember Richard Pulido _____

PASSED AND ADOPTED on first reading this _____ day of _____, 2008.

The foregoing Ordinance was offered by Councilmember _____, who moved for its adoption on second reading. The motion was seconded by Councilmember _____, and upon being put to a vote, the vote was as follows:

Mayor Wayne Slaton _____
Vice Mayor Nancy Simon _____
Councilmember Roberto Alonso _____
Councilmember Mary Collins _____
Councilmember Robert Meador, II _____
Councilmember Michael Pizzi _____
Councilmember Richard Pulido _____

PASSED AND ADOPTED this _____ day of _____ 2008.

Wayne Slaton
MAYOR

ATTEST:

DEBRA EASTMAN, MMC TOWN CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR USE ONLY BY THE
TOWN OF MIAMI LAKES:

WEISS, SEROTA, HELFMAN, PASTORIZA,
COLE & BONISKE, P.L.
TOWN ATTORNEY



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014

ITEM 12 A 1

LOCH NESS



Dade Pine Avenue



Dade Pine Avenue





Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014

ITEM 13 A



Town of Miami Lakes

15700 NW 67TH Avenue
Miami Lakes, FL 33014

To: Honorable Mayor and Town Council

From: Vice Mayor Nancy Simon

Date: February 4, 2008

Subject: Participation on Town Committees

I would like to discuss participation on Town Committees.



Town of Miami Lakes

Office of Town Clerk
15700 NW 67th Ave
Miami Lakes, Florida 33014

ITEM 13 B



Town of Miami Lakes

15700 NW 67TH Avenue
Miami Lakes, FL 33014

To: Honorable Mayor and Town Council

From: Councilmember Michael Pizzi

Date: March 4, 2008

Subject: Town Zoning Board

I would like to sponsor a piece of comprehensive legislation that promotes uniform, town-wide beauty by forming a seven member town zoning board, appointed by the Town Council, to analyze variances and other zoning applications, with an appeal process to the full Town Council.



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ITEM 13 C



Town of Miami Lakes

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Miami Lakes, FL 33014

To: Honorable Mayor and Town Council

From: Councilmember Mary Collins *mc.*

Date: March 24, 2008

Subject: Committee Meeting Room

For the last two months the Town Committees have tried to squeeze themselves into the Community Center facilities in order to accommodate the vote of the Town Council to give up the room on Main Street. This has caused undue hardship and problems for the Committee members who volunteer a great deal of time to this community.

In order to assist the Committees in their mission to enhance the way of life for the people of Miami Lakes, I would like to rent appropriate meeting space outside of the Community Center building temporarily until the Royal Oaks Community Center facility is completed.



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ITEM 13 D



Town of Miami Lakes

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To: Honorable Mayor and Town Council

From: Councilmember Michael Pizzi

Date: March 31, 2008

Subject: Child Protection Act

I believe that we should consider passing an ordinance that states that nothing in our code shall be interpreted to prohibit the use of removable play equipment as long as the equipment, or that portion of the equipment that could result in the need for a variance, is removable, does not pose any health and safety hazards and does not violate the building code.

My goal is to pass legislation that protects families in Town who utilize play equipment for their children, who do so in a manner that is safe for their families and which poses no hardship to surrounding neighbors.

I believe that we should encourage families who wish to maximize the use and enjoyment of their leisure time in their own home, with their children. Further, I believe that we should create a special hardship criteria for those residents who can demonstrate that they require a variance due to the specific health needs of a family member, including a child and consider waiving variance fees for that category of homeowner.



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ITEM 13 E



TOWN OF MIAMI LAKES MEMORANDUM

To: Town of Miami Lakes Town Council, Alex Rey, and Town Manager and Staff
From: Councilmember, Mary Collins
Subject: Property Tax vs. Insurance
Date: March 28, 2008

Please put this item on the Agenda in order to pass a Resolution to be circulated to the House, Senate and the Governor as well as the League of Cities.

It occurred to me, after reading about the tax reform proposals being considered in Tallahassee, there was no mention of the one that makes the most sense to me.

State should offer incentives to the insurance companies to reduce the premiums ***considerably*** to help people who are victimized by the high cost of insurance, which is mandatory by mortgage holders.

Property taxes are one of the few items that are tax deductible by the Federal Government, insurance premiums are not. Leaving the property taxes intact will, in effect have the Federal Government help to pay our bills. Insurance premiums go directly to those companies and offer no benefit to the tax payers.

Rolling back property taxes will create a tremendous loss of services for those who rely on these services to survive.

Another result of these insurance premium hikes is the future bankruptcy of Condominium Associations. When people cannot pay assessments caused by insurance rates, the Condo boards must foreclose on the owners, because they are homesteaded, the associations must raise maintenance fees for everyone, thus, a collapse of the associations. This is a strong possibility.



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ITEM 13 F



Town of Miami Lakes

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To: Honorable Mayor and Town Council

From: Councilmember Michael Pizzi

Date: March 31, 2008

Subject: Town Fiscal Accountability Act

I believe that the Town Manager should have oversight over any expenditure of town funds. In other words, I believe that if the town is spending tax dollars, the Manager should have the right and responsibility to have some form of oversight to insure that the funds are spent in a manner consistent with the intent of the allocation of the funds.