# City of Sweetwater

REGULAR COMMISSION MEETING

AGENDA

MEETING DATE: MONDAY, JULY 6, 2015, AT 8:00 P.M. COMMISSION CHAMBERS, 500 SW 109 AVENUE

1. ROLL CALL.

2. PLEDGE OF ALLEGIANCE.

3. INVOCATION.

4. SPECIAL PRESENTATIONS.

   A. PRESENTATION TO HONOR THE SWEETWATER POLICE DEPARTMENT MOTOR UNIT. (MAYOR LOPEZ/POLICE CHIEF)

   B. RECOGNITION OF THE YOUNG ATHLETES FROM THE L'IL ABNER FOUNDATION WHO PARTICIPATED AND WON THE TAEKWONDO MIAMI CLASSIC TOURNAMENT. (MAYOR LOPEZ)

   C. PRESENTATION BY DR. JORDANA POMEROY, DIRECTOR OF THE FROST MUSEUM.

   D. REPORT BY TOM GUSTAFSON, DIRECTOR OF RESEARCH PROGRAMS, OFFICE OF FINANCE AND ADMINISTRATION, FLORIDA INTERNATIONAL UNIVERSITY, ON THE TRANSPORTATION MANAGEMENT ASSOCIATION AND RELATED MATTERS.

5. PRESENTATION OF EMPLOYEE OF THE MONTH AWARD.

6. PRESENTATION OF OFFICER OF THE MONTH AWARD.

7. REPORTS OF OFFICERS, BOARDS AND COMMITTEES.

8. ADDITIONS AND DELETIONS TO THE AGENDA.

9. PETITIONS - COMMUNICATIONS - REMONSTRANCES.

   A. REQUEST OF MAYRA TOLEDO TO ADDRESS THE COMMISSION APPEALING HER TERMINATION.

   B. REQUEST OF ROLANDO MARTIN TO ADDRESS THE CITY COMMISSION.

   C. REQUEST OF JAIME R. MARTINEZ TO ADDRESS THE COMMISSION REGARDING A CIVIL VIOLATION NOTICE HE RECEIVED FROM THE CODE COMPLIANCE OFFICE.

10. CONSENT AGENDA.

A. APPROVAL OF MINUTES FOR MAY 4 AND MAY 26, 2015 COMMISSION MEETINGS. (CITY CLERK)

B. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY CLERK OF COURTS AND THE CITY OF SWEETWATER POLICE DEPARTMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/CHIEF OF POLICE)

C. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY (T-MOBILE EQUIPMENT); PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/IT MANAGER)

D. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY FROM VARIOUS DEPARTMENTS; WAIVING THE REQUIREMENT OF SECTION 2-271(C) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/IT MANAGER)

E. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SWEETWATER FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/CHIEF OF POLICE)

F. A RESOLUTION OF THE MAYOR AN THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE PURCHASE OF NEW 2014 FLORIDA BUILDING AND ELECTRICAL CODES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/BUILDING DIRECTOR)

11. STAFF ITEMS.

A. REQUEST OF JOSE M. DIAZ, 621 S.W. 104 AVENUE, TO APPEAL THE DECISION OF THE PLANNING AND ZONING BOARD ON MAY 27, 2015 DENYING HIS REQUEST FOR APPROVAL OF NON-USE VARIANCES. (CITY COMMISSION)(PUBLIC HEARING)

B. AN ORDINANCE OF THE CITY OF SWEETWATER, FLORIDA REQUIRING APPROVAL BY THE CITY COMMISSION OF ANY NEW HIRED CITY EMPLOYEES' SALARIES IN EXCESS OF $50,000, PROVIDING FOR EXCEPTIONS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR EFFECTIVE DATE. (SECOND READING AND PUBLIC HEARING)

C. AN ORDINANCE OF THE CITY OF SWEETWATER, FLORIDA CHANGING THE NAMES OF THE MAINTENANCE DEPARTMENT AND THE CODE ENFORCEMENT DIVISION TO THE PUBLIC WORKS DEPARTMENT AND THE CODE COMPLIANCE DIVISION, RESPECTIVELY, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR EFFECTIVE DATE. ( SECOND READING AND PUBLIC HEARING)

D. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE PURCHASE OF A PORT-A-COOL PORTABLE EVAPORATIVE COOLER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/MAINTENANCE DIRECTOR)

E. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, DENYING REQUEST FROM RETIRED POLICE CHIEF JESUS MENOCAL FOR REIMBURSEMENT OF COLLEGE TUITION COSTS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (CITY ATTORNEY)

F. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, RATIFYING AND APPROVING THE NOMINATION OF WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. TO SERVE AS THE CITY ATTORNEY FOR THE CITY OF SWEETWATER; APPROVING THE REPRESENTATION AGREEMENT ATTACHED HERETO AS EXHIBIT "A", AUTHORIZING THE VICE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE. (CITY ATTORNEY)

G. DISCUSSION OF POLICE DEPARTMENT BUDGET. (COMMISSIONER DUASSO)

H. A RESOLUTION PROVIDING FOR MONTHLY DISTRIBUTION OF BAGS OF FOOD, LIMITING PERSONS WHO PROVIDE THE DISTRIBUTION TO PERSONS WHO ARE NOT COMMISSIONERS, PERSONS WHO ARE CONSIDERING TO RUN FOR OFFICE OR ANYONE DIRECTLY INVOLVED IN THEIR CAMPAIGN. (COMMISSIONER LLANIO)

I. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE PURCHASE OF DIAGNOSTIC COMPUTER SOFTWARE TO UPGRADE CITY VEHICLES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/MAINTENANCE DIRECTOR)

J. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE PROPOSAL FROM ORACLE ELEVATOR COMPANY FOR CAR DOOR RESTRICTOR (BAR DOVER 3 FLOORS); PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/MAINTENANCE DIRECTOR)

K. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE RATE STRUCTURE FOR THE CONTRACT THE CITY OF SWEETWATER CLAUDE AND MILDRED PEPPER SENIOR CENTER CONGREGATE AND HOME-DELIVERED MEALS PROGRAM FOOD CATERING SERVICE WITH CONSTRUCTION CATERING, INC.; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/SENIOR CENTER DIRECTOR)

L. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING A NEW FACTORY DEALER AUTOMATIC TRANSMISSION FOR CITY OF SWEETWATER TRANSIT PASSENGER BUS VEH #5667; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/MAINTENANCE DIRECTOR)

M. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING MIAMI-DADE COUNTY TO RELEASE BOND NO. 7762 TO 107TH AVENUE GAMMA, LLC; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/BUILDING DIRECTOR)

N. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING OVERDUE PAYMENT TO G AND K SERVICES, CO. FOR MAINTENANCE OF EMPLOYEE UNIFORMS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/MAINTENANCE DIRECTOR)

O. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE PURCHASE OF THREE - 2015 F-150 SUPER (EXTENDED) CAB PICKUP TRUCKS FROM BARTOW FORD; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/BUILDING DIRECTOR)

P. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE PURCHASE OF FURNITURE FOR THE BUILDING AND ZONING DEPARTMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/BUILDING DIRECTOR)

Q. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/GRANTS ADMINISTRATOR)

R. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, CREATING A PROPERTY ASSESSED CLEAN ENERGY PROGRAM AND JOINING THE CLEAN ENERGY GREEN CORRIDOR PROGRAM IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; ADOPTING AN INTERLOCAL AGREEMENT PURSUANT TO SECTION 163.01, FLORIDA STATUTES RELATING TO THE CORRIDOR; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/DIRECTOR OF OPERATIONS)

S. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY (VEHICLE NO. 5134/FORD EXPEDITION)); APPROVING LETTER AGREEMENT WITH EUROMOTOR COLLISION CENTER, INC.; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (MAYOR LOPEZ/MAINTENANCE DIRECTOR)

T. DISMISSAL OR RETENTION OF CITY CLERK. (DEFERRED FROM JUNE 1. 2015 MEETING)

U. RATIFICATION OF DEPARTMENT HEADS. (CARRIED OVER FROM JUNE 15TH AGENDA)

12. REPORTS.

    A. POLICE AND CODE ENFORCEMENT REPORT.

    B. PARKS AND RECREATION REPORT.

    C. MAINTENANCE DEPARTMENT REPORT.

    D. CITY ATTORNEY REPORT.

    E. MAYOR'S REPORT.

    F. COMMISSIONERS REPORT.

    G. ELDERLY SERVICES PROGRAM REPORT.

    H. SPECIAL PROJECTS REPORT.

    I. BUILDING AND ZONING REPORT.

    J. FINANCE REPORT.

    K. CITY CLERK'S REPORT.

    L. HUMAN RESOURCES REPORT.

13. UNFINISHED BUSINESS.

14. NEW BUSINESS.

15. GOOD OF THE ORDER.

16. ADJOURNMENT.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE 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.

PERSONS WHO NEED AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT CITY CLERK MARIE SCHMIDT AT 221-0411 BY NOON ON THE THURSDAY PRIOR TO THE MEETING.

**SWEETWATER POLICE DEPARTMENT**

**Placido Diaz, Chief of Police**

**Inter-Office Memorandum**

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**To:** Ralph Ventura, Esq.
Chief of Staff

**Date**: Monday, June 29, 2015

**From:** Placido Diaz
Chief of Police
Via, Roberto Ochoa
Administrative Lieutenant, FOD

**Subject:** Presentation

**Reference:** Certificate of Appreciation
Item be placed on July 6, 2015
Commission meeting agenda

**Attachments:** Certificate of Appreciation

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Sir. Respectfully requesting that certificate of appreciation to the motor unit be place on the presentation section of the upcoming agenda for July 6, 2015.

Thank you in advance for your attention and assistance on this matter.

Respectfully Submitted

Roberto Ochoa
Administrative Lieutenant, FOD

Designee for the Chief Office on this matter.

June 1, 2015

Chief Jesus M. Menocal
Sweetwater Police Department
500 SW 109 Avenue
Sweetwater, Florida 33174

Dear Chief Menocal:

On behalf of the Police Officer Assistance Trust (POAT) Board of Directors, we would like to thank you and the members of your Motorcycle Unit for their continued support of the POAT Cops Ride for Kids, which was held on Sunday, May 3, 2015. Your continued participation in this worthwhile cause is absolutely invaluable and truly appreciated. Because of your dedication to this event, the 54 children currently in the program will receive well deserved gifts this holiday season.

Since 1989, the POAT has been providing assistance to the law enforcement community of Miami-Dade County in times of personal crisis, hardship, or critical need. Since its inception, the POAT has assisted over 700 officers from 44 departments and provided more than $5 million in financial support. Additionally, in 1990, the POAT created an annual program, *Holiday Gifts for Surviving Children,* to benefit the minor children of officers who have died in the line of duty or while on active duty serving the citizens of Miami-Dade County.

You are to be applauded for your role in this project and enabling the POAT to live up to our motto, "Serving Those Who Serve". Your loyalty to fellow members of the law enforcement community and their children is greatly appreciated. Please convey our most sincere thanks to your officers for providing a safe and skilled escort for the almost 600 motorcycles who participated in this ride. Please accept the enclosed Certificate as a token of our appreciation. We look forward to your continued support and commitment to this event.

Sincerely,

Rudy Gonzalez
Chief of Staff

Enclosure

1030 NW 111th Avenue, Suite 232, Miami, Florida 33172
305-594-6662 – Fax 786-336-1017
E-mail: poatoffice@msn.com
www.poat.org

# POLICE OFFICER ASSISTANCE TRUST

*Serving Those Who Serve*

## Certificate of Appreciation

Presented to

***Sweetwater Police Department***
***Motorcycle Unit***

## 2015 Cops Ride for Kids

In grateful recognition for your generous and outstanding service to the Miami-Dade County law enforcement community and the families of the men and women sworn to "protect and serve."

May 2015

President

## Carmen Garcia

**From:** Indira Pardillo
**Sent:** Friday, June 26, 2015 10:49 AM
**To:** Marie Schmidt
**Cc:** Carmen Garcia
**Subject:** Special Presentations

Val,

Please add under Special Presentations that the Mayor will be recognizing the kids from Lil'Abner Foundation that participated and won the Taekwondo Miami Classic Tournament. Thank you,

*Best,*

**Indira A-Pardillo**
***Executive Assistant to Mayor***
**305-485-4538**
**500 SW 109th Avenue**
**Sweetwater, FL**
**ipardillo@cityofsweetwater.fl.gov**
**www.cityofsweetwater.fl.gov**

## Carmen Garcia

**From:** Indira Pardillo
**Sent:** Friday, June 26, 2015 11:29 AM
**To:** Marie Schmidt
**Cc:** Carmen Garcia
**Subject:** Special Presentation

These are the names of the athletes, in case you want to add that to the item:

Alejandro Hassan
Jhorlieth Ramirez
Michelle Lopez
Maryangel Munoz
Gabriela Peraza

*Best,*

**Indira A-Pardillo**
***Executive Assistant to Mayor***
**305-485-4538**
**500 SW 109th Avenue**
**Sweetwater, FL**
**ipardillo@cityofsweetwater.fl.gov**
**www.cityofsweetwater.fl.gov**

## Carmen Garcia

**From:** Indira Pardillo
**Sent:** Monday, June 22, 2015 2:41 PM
**To:** Marie Schmidt
**Cc:** Carmen Garcia
**Subject:** Special Presentation Request

Please read below...

*Best,*

**Indira A-Pardillo**
**Executive Assistant to Mayor**
**305-485-4538**
**ipardillo@cityofsweetwater.fl.gov**

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**From:** Miriam Machado [mailto:mmachado@fiu.edu]
**Sent:** Wednesday, June 03, 2015 1:20 PM
**To:** Marie Schmidt
**Cc:** Indira Pardillo; Jordana Pomeroy
**Subject:** Request

Dear Mrs. Schmidt,
Indira Pardillo has asked that I contact you to kindly request that Dr. Jordana Pomeroy, director of the Frost Art Museum be added to the agenda for the July 6th 2015 meeting as a special presentation.
Thank you,

The Patricia & Phillip Frost Art Museum
FROST ART MUSEUM
Florida International University

**Miriam Machado**
Curator of Education
e:mmachado@fiu.edu
t:305.348.1808 f:305.348.2762
10975 SW 17th St.
Miami, FL 33199

# PETTITIONS – COMMUNICATIONS – REMONSTRANCES

## Carmen Garcia

**From:** Mayra Toledo <mayraralex@gmail.com>
**Sent:** Monday, June 22, 2015 12:27 PM
**To:** Marie Schmidt; Carmen Garcia
**Cc:** Commissioner Idania Llanio; Commissioner Jose M. Diaz; Commissioner Jose A. Bergouignan; Commissioner Prisca Barreto; Commissioner Manuel Duasso; Commissioner Isolina Maroño; msuarez@cityofsweetwater.fl.gov
**Subject:** Confirmation of request appear at 7-6-15 Comm. Appeal Termination

Good Morning Val and Carmen,
I just want confirmation that you received this request for me to appear in front of Commission in order to appeal my termination of employment.???

On Fri, Jun 19, 2015 at 10:23 AM, Mayra Toledo <mayraralex@gmail.com> wrote:
To City of Sweetwater Clerk Marie Schmidt and City Commissioners,

I, Mayra Toledo, would like the opportunity to address the commission regarding my termination of employment from the City of Sweetwater Police Department by Interim Chief P. Diaz on May 27th, 2015.
I would like to be placed on the agenda for the next City Commission meeting on July 6th, 2015. Please forward this email to all members of the commission and advise. You can contact me via email at mayraralex@gmail.com

**Please acknowledge that you have received this email.**

Thank You for your time and have a wonderful day.
Mayra Toledo

6-24-15

TO WHOM IT MAY CONCERN;

I WOULD LIKE TO ADDRESS THE COMMISSION BOARD FOR JULY 6, 2015.

THANKS,

Rolanda Martin

City of Sweetwater
Code Enforcement Division
1701 NW 112 Ave, #103 Sweetwater FL 33172
Telephone (305) 221-0411

# Warning of Violation

In the name of Sweetwater Florida, the undersigned certifies that he has just, and reasonable grounds to believe, and does believe that:

Name(s): JAIME R MARTINEZ &W MARCIA E Property Owner(s), and

Name(s): JAIME R MARTINEZ &W MARCIA E Tenant or Lessee

Address of Violation: 233 SW 102 CT Sweetwater FL 33174

Folio #: 25-4005-012-0550

Mailing Address: 233 SW 102 CT__MIAMI, FL 33174-1763

Date: 4/17/2015 Time:

Above named defendant committed the following offense contrary to the below section(s) of the City of Sweetwater's Land Development Code:

| Municipal Code | Code Text |
|---|---|
| 14.4 - Building permit required for improvements exceeding $100.00 | (a) All persons constructing or otherwise improving property in the city which improvements exceed a cost of $100.00 shall have applied for and been issued a building permit before beginning construction. (b) Any person who violates the provisions of this section may be punished upon conviction by a court of competent jurisdiction up to the maximum permitted by law. In addition, such violations may be punished alternatively under the code enforcement provisions of this Code. Each day any violation of this section shall continue shall constitute a separate offense. (Code 1976, § 5-18.1) |

**OTHER:** Kitchen done with no permits and changes done to plans of house

Immediately of before _____ day of _____ 20 _____

Officers Signature _____ Case #: 2015-00000338

**I understand that this is only a warning and failure to comply will result in a "Civil Violation Notice of _____ ($_____) issued against the property, and possible liens.**

**(Only one warning per violation)**

*Please govern yourself accordingly

*See reverse side for more information

Violator or Agent Signature _____

Nancia
(305) 300-6533
(786) 402-9713
Jaime

*City of Sweetwater*
1701 NW 112 Avenue Unit #103, SWEETWATER, FL 33172
TELEPHONE (786) 953-8308

002553

# "UNIFORM CIVIL VIOLATION NOTICE"

| Date Issued | Time | Officer's Name | Department | Badge # |
|---|---|---|---|---|
| 6/4/11 | 9:00 | J. Vega | CE | 141 |

Name of Violator(s): JAIME MARTINEZ

Folio #: 25-4027-012-0510 Reference: 911 000538

Repeat Violation: no

Mailing Address of Violator: 233 SW 102 CT.

D.O.B. | Sex | Race | Weight | Height | Hair | D.L. #

THIS NOTICE SUMMONS YOU TO ANSWER THE COMPLAINT THAT ON 4/12 (Date) AT 9:00 (Time)

YOU COMMITTED A VIOLATION OF SECTION 14.4 OF THE CODE OF ORDINANCES OF THE " CITY OF SWEETWATER BY

BUILDING PERMIT REQUIRED

AT: 233 SW 102 CT
(Location of Violation)

**YOU SHALL:**

1. Pay the civil penalty of $ 500.00 on or before 7/4 (date) and correct the above violation on or before 6/12 (date) or:
2. You may request an administrative hearing before a hearing Officer to appeal the decision of the Code Enforcement Officer on or before 6/28

**(See Instructions on reverse side)**

**FAILURE TO PAY CIVIL PENALTY AND CORRECT VIOLATION OR FILE A REQUEST FOR ADMINISTRATIVE HEARING BY DATES SHOWN SHALL CONSTITUTE A WAIVER OF YOUR RIGHT TO HEARING AND SUCH WAIVER SHALL CONSTITUTE AN ADMISSION OF VIOLATION EACH DAY OF CONTINUED VIOLATION AFTER THE TIME PERIOD FOR CORRECTION SHALL BE DEEMED A CONTINUING VIOLATION SUBJECT TO ADDITIONAL PENALTY IN THE SAME AMOUNT WITHOUT THE NEED FOR ISSUANCE OF ADDITIONAL CIVIL VIOLATION NOTICE.**

I acknowledge receipt of this civil violation notice. I understand that acceptance of this violation notice is not an admission of guilt.

Violation/or Agent

4/4/11 (Date)

SERVICE: PERSON MAIL POSTING

Officer's Signature

# CONSENT AGENDA

CITY OF SWEETWATER

REGULAR COMMISSION MEETING

MINUTES

MEETING DATE: MONDAY, MAY 4, 2015 AT 8:00 P.M. COMMISSION CHAMBERS, 500 SW 109 AVENUE

1. ROLL CALL.

Present: Honorable Jose M. Diaz, Mayor; Commission President Orlando Lopez; Commissioners Prisca Barreto, Jose Bergouignan, Jr., Manuel Duasso, Jose M. Guerra, Isolina Marono and Catalino Rodriguez; City Attorney Ralph Ventura and City Clerk Marie Schmidt.

2. PLEDGE OF ALLEGIANCE.

President Lopez led the Pledge of Allegiance.

3. INVOCATION.

Commissioner Bergouignan gave the Invocation.

4. SPECIAL PRESENTATIONS.

A. REQUEST OF CARMEN J. GIMENEZ ON BEHALF OF THE BOARD OF DIRECTORS OF I AM A HERO I SAVE LIVES TO MAKE A PRESENTATION OF A CAMPAIGN CALLED ROAD SAFETY CAMPAIGN.

Ms. Gimenez asked that this be postponed to the June regular meeting.

5. PRESENTATION OF EMPLOYEE OF THE MONTH AWARD.

Presented to Lazaro Rodriguez of the Maintenance Department.

6. PRESENTATION OF OFFICER OF THE MONTH AWARD.

Presented to Reserve Officer Alfredo Perez.

7. REPORTS OF OFFICERS, BOARDS AND COMMITTEES.

None.

8. ADDITIONS AND DELETIONS TO THE AGENDA.

Commissioner Bergouignan presented a resolution establishing a temporary, early separation incentive program for city employees and officials, providing for terms, and providing for effective date. Commissioner Guerra invoked the 4-day rule, therefore the item was not added.

9. PETITIONS - COMMUNICATIONS - REMONSTRANCES.

None.

10. CONSENT AGENDA.

None.

11. STAFF ITEMS.

A. DISCUSSION OF NAMING OF ATHLETIC FIELD BY MAYOR WEEKEND OF APRIL 4, 2016. (COMMISSIONER GUERRA)

Commissioner Guerra pointed out that the naming of the baseball field for Evelio Hernandez did not receive Commission approval. City Attorney Ventura agreed that the Commission must approve the naming. Mayor Diaz reminded the Commission that Evelio was given a plaque last year and the announcement was made to name the field after Mr. Hernandez at that time.

All agreed that Mr. Hernandez was deserving of the honor. Upon motion by Commissioner Bergouignan, second by Commissioner Barreto and unanimous 7-0 vote, the Commission approved the naming of the baseball field at Ronselli Park for Evelio Hernandez. The resolution was assigned #4033.

B.. DISCUSSION OF TERMINATION, NON-PROSECUTION AND POSSIBLE REINSTATEMENT OF JORGE GONZALEZ, ANTERO ESPINOSA AND RENY GARCIA. (COMMISSIONER MARONO)

It was determined that Reny Garcia has returned to work and Antero Espinosa resigned his position. Jorge Gonzalez was terminated, appealed his termination and the Commission decided to postpone a decision until a determination is made by the State Attorney's Office on their investigation.

The State Attorney's Office has recently dropped the charges. Discussion centered on whether Mr. Gonzalez had abandoned his appeal. Commission decided to review the video of the October meeting to determine his intent. The Clerk is to provide a copy of the video to the Commission.

C. AN ORDINANCE OF THE CITY OF SWEETWATER, FLORIDA AMENDING §8.04.02(A) OF THE LAND DEVELOPMENT CODE BY PROVIDING FOR A STIPEND OF $100 PER MEETING FOR EACH MEMBER OF THE PLANNING & ZONING BOARD; PROVIDING FOR CONTINUITY IN OFFICE UNTIL SUCCESSORS ARE SWORN; REDRAFTING PORTIONS OF TEXT TO INCREASE CLARITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR EFFECTIVE DATE. (COMMISSIONER DUASSO)

Upon motion by Commissioner Duasso, second by Commissioner Bergouignan and unanimous 7-0 roll call vote, the foregoing ordinance passed on first reading.

D. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER APPROVING AGREEMENT BETWEEN THE CITY OF SWEETWATER AND NEW WORLD SYSTEMS CORPORATION FOR ADDITIONAL TRAINING TIME IN THE LOGOS SOFTWARE; APPROVING PAYMENT OF $2,800; PROVIDING FOR SOURCE OF FUNDS; AND PROVIDING FOR EFFECTIVE DATE. (MAYOR DIAZ)

Mr. Ramos explained the need for extra training for the new budget. Upon motion by Commissioner Guerra, second by Commissioner Marono and unanimous 7-0 vote, the foregoing resolution was adopted and assigned #4034.

E. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A RENEWAL OF THE CITY'S FIVE YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY STORMWATER UTILITY FOR STORMWATER MANAGEMENT; AND PROVIDING FOR TRANSMITTAL AND EFFECTIVE DATE. (MAYOR DIAZ)

Upon motion by Commissioner Bergouignan, second by Commissioner Duasso and 7-0 vote, this item was deferred to the June 1st meeting.

12. REPORTS.

A. POLICE AND CODE ENFORCEMENT REPORT.

Written report submitted.

B. PARKS AND RECREATION REPORT.

Commission informed that Pablo Bermudez has resigned due to health reasons.

C. MAINTENANCE DEPARTMENT REPORT.

No report.

D. CITY ATTORNEY REPORT.

Nothing to report.

E. MAYOR'S REPORT.

Mayor Diaz reported on 16 new laptops for the Jorge Mas Canosa Youth Center donated by Comcast. He announced the retirement of Chief Menocal and the resignation of Park Director Bermudez. May 7th is the National Day of Prayer and the City will commemorate with prayer in the Commission Chambers.
Mayor Diaz announced his return to the Commission after the election.

F. COMMISSIONERS REPORT.

None.

G. ELDERLY SERVICES PROGRAM REPORT.

Written report submitted.

H. SPECIAL PROJECTS REPORT.

Written report submitted.

I. BUILDING AND ZONING REPORT.

Written report submitted.

J. FINANCE REPORT.

Written report submitted.

K. CITY CLERK'S REPORT.

Written report submitted.

L. HUMAN RESOURCES REPORT.

Written report submitted.

13. UNFINISHED BUSINESS.

None.

14. NEW BUSINESS.

None.

15. GOOD OF THE ORDER.

None.

16. ADJOURNMENT.

There being no further business before the City Commission, the meeting was declared adjourned at 8:46 PM.

Marie O. Schmidt, MMC
City Clerk

SPECIAL COMMISSION MEETING

MINUTES

MEETING DATE: TUESDAY, MAY 26 , 2015 AT 8:00 PM COMMISSION CHAMBERS, 500 SW 109 AVENUE

THIS MEETING WAS CALLED AT THE REQUEST OF COMMISSIONER BERGOUIGNAN WITH THE CONCURRENCE OF COMMISSIONERS BARRETO, DUASSO, LLANIO AND MARONO.

1. ROLL CALL.

Present: Honorable Orlando Lopez, Mayor; Commissioners Prisca Barreto, Jose Bergouignan, Jr., Jose M. Diaz, Manuel Duasso, Idania Llanio and Isolina Marono; City Attorney Ralph Ventura and City Clerk Marie Schmidt. Commissioner Bergouignan invited Commissioner Diaz to assume the Chair and start the meeting.

2. PLEDGE OF ALLEGIANCE.

Led by Commissioner Bergouignan.

3. INVOCATION.

Given by Commissioner Diaz.

4. SELECTION OF COMMISSIONER FOR VACANT SEAT. (COMMISSIONER BERGOUIGNAN)

Commissioner Bergouignan nominated Eduardo Suarez. Commissioner Marono nominated Saul Diaz. Upon a vote of 5-1, Eduardo Suarez was selected to fill the vacant seat. Swearing in will be held at the June 1st meeting.

5. ORGANIZATION OF THE CITY COMMISSION. (COMMISSIONER BERGOUIGNAN)

A. ELECTION OF COMMISSION PRESIDENT

Commissioner Bergouignan nominated Commissioner Diaz and Commissioner Marono nominated Commissioner Bergouignan. Commissioner Diaz was elected Commission President by a vote of 5. Commissioner Bergouignan received one vote from Commissioner Marono.

B. ELECTION OF COMMISSION VICE PRESIDENT.

Commissioner Bergouignan was nominated. With a unanimous vote of 6-0, Commissioner Bergouignan was elected Commission Vice President.

C. A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF SWEETWATER AUTHORIZING NEW SIGNATURES ON ALL ACCOUNTS OF THE CITY, PROVIDING FOR TRANSMITTAL AND EFFECTIVE DATE.

Upon motion by Commissioner Bergouignan, second by Commissioner Duasso and unanimous 6-0 vote, the names of President Diaz and Vice President Bergouignan were added to the resolution and it was adopted and assigned #4035.

6. RESOLUTION PROVIDING $12,000.00 TO CITY PAL PROGRAM FROM GENERAL FUNDS. PROGRAM WAS VERY SUCCESSFUL AND PARENTS WANT TO KEEP IT GOING. THEREAFTER AS A DEDICATED FUNDING SOURCE : $1 PER OFF DUTY POLICE HOUR BILLED (FROM THE CITY'S PORTION) (COMMISSIONER BERGOUIGNAN)

Mayor Lopez informed the Commission that there are a number of grants for recreation that this program would qualify for rather than taking funding from City revenues. $12,000 from General Fund will provide the initial funding. The resolution was amended, adopted and assigned #4036.

7. DISCUSSION AND HIRING PROFESSIONAL STAFF TO PROVIDE LEGISLATIVE, BUDGETARY AND PROGRAMMATIC OVERSIGHT ON BEHALF OF THE COMMISSION. (COMMISSIONER BERGOUIGNAN)

Upon motion by Commissioner Bergouignan, second by Commissioners Duasso and Llanio and 5-1 vote, President Diaz was selected as a Committee of One to negotiate and execute a contract with Guillermo Cuadra for the position. Commissioner Marono cast the dissenting vote. President Diaz was informed that his meetings must be in the Sunshine.

8. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER ESTABLISHING A TEMPORARY, EARLY SEPARATION INCENTIVE PROGRAM FOR CITY EMPLOYEES AND OFFICIALS, PROVIDING FOR TERMS, AND PROVIDING FOR EFFECTIVE DATE. (COMMISSIONER BERGOUIGNAN)

Upon motion by Commissioners Bergouignan and Marono, second by Commissioners Duasso and Llanio and unanimous 6-0 vote, the foregoing resolution was adopted and assigned #4037.

9. A RESOLUTION PLACING A 45-DAYS HIRING FREEZE OF LAW ENFORCEMENT PERSONNEL RETROACTIVE TO MAY 15th PENDING A REVIEW AND AMENDMENTS TO HIRING STANDARDS. THE MAYOR MAY PETITION THE COMMISSION TO HIRE SOMEONE IF EXIGENT CIRCUMSTANCES REQUIRE IT. (COMMISSIONER LLANIO)

To be listed on next Commission meeting.

10. DISCUSSION OF RETENTION OR DISMISSAL OF CITY ATTORNEY. (COMMISSIONER DIAZ)

Postponed to June 1st meeting.

11. DISCUSSION OF RETENTION OR DISMISSAL OF CITY CLERK. (COMMISSIONER DIAZ)

Postponed to June 1st meeting. Ratification of Department Heads added to the meeting by City Commission. Also added to June meeting at the request of Commissioner Barreto is a resolution restricting salaries for new hires to $50,000 without Commission approval.

12. ADJOURNMENT.

There being no further business before the City Commission, the meeting was declared adjourned at 8:37 PM

Marie O. Schmidt, MMC
City Clerk

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY CLERK OF COURTS AND THE CITY OF SWEETWATER POLICE DEPARTMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, the Miami-Dade County Clerk's Office ("Clerk's Office") is vested with the intergovernmental jurisdiction to manage the Traffic Violations Bureau (the "TVB"), which oversees the collection, the disbursement of traffic violation revenues, and the processing of all traffic court related documents; and

**WHEREAS**, in order to capture revenue lost due to illegibility or issue error, as well as to enhance productivity, the Clerk's Office in coordination with Miami-Dade County cities and other agencies has proposed to integrate the systems of the various entities; and

**WHEREAS**, the Clerk's Office intends to provide e-citation integration services at no expense to the City of Sweetwater Police Department ("Police Department") and will operate an electronic citation integration server (the "System") for use by the TVB; and

**WHEREAS**, the Police Department desires to be a part of the system; and

**WHEREAS**, the Clerk's Office and the City of Sweetwater and its Police Department endeavor to provide their citizens with the best possible traffic enforcement services supported by up-to-date technology.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1.** **Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2.** **Approval.** The Interlocal Agreement between Miami-Dade County Clerk of Courts and the City of Sweetwater Police Department (the "Agreement") attached to this Resolution as Exhibit "A" is hereby approved.

**Section 3.** **Authorization and Implementation.** The Mayor is hereby authorized to sign this Resolution, the Agreement and do all necessary things to implement this Resolution.

**Section 4.** **Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this _____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

Exhibit "A"

# AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between MIAMI-DADE COUNTY CLERK OF COURTS, a political subdivision of the State of Florida (hereinafter referred to as the "CLERK'S OFFICE") and the CITY OF SWEETWATER POLICE DEPARTMENT _____, under the State of Florida, (hereinafter referred to as the CITY OF SWEETWATER POLICE DEPARTMENT

## WITNESSETH:

WHEREAS, the Miami-Dade County Clerk's Office is vested with the intergovernmental jurisdiction to manage the Traffic Violations Bureau (herein referred to as the "TVB"), which oversees the collection, the disbursement of traffic violation revenues, and the processing of all traffic court related documents; and

WHEREAS, in order to capture revenue lost due to illegibility or issue error, as well as to enhance productivity, the Clerk's Office in coordination with all Miami-Dade County cities and other agencies has proposed to integrate the systems of the various entities; and

WHEREAS, the CLERK'S OFFICE intends to provide e-citation integration services at no expense to the CITY OF SWEETWATER POLICE DEPARTMENT, and will operate an electronic citation integration server (hereinafter referred to as the "SYSTEM") for use by the Office of the Clerk (Traffic Violations Bureau); and

WHEREAS, the CITY OF SWEETWATER POLICE DEPARTMENT, desires to be a part of the CLERK'S OFFICE e-citation integration server; and

WHEREAS, the CLERK'S OFFICE and the CITY OF SWEETWATER POLICE DEPARTMENT, both endeavor to provide their citizens with the best possible traffic enforcement services supported by up-to-date technology,

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the CLERK'S OFFICE and the CITY OF SWEETWATER POLICE DEPARTMENT do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

## ARTICLE ONE

## Responsibilities of the Miami-Dade County Clerk's Office

**The CLERK'S OFFICE agrees to:**

1. Implement and maintain the e-citation integration server, which will allow cities/agencies to transfer all e-citation and attendant document data.
2. Ensure that once the SYSTEM has been tested and is fully operational, the CLERK'S OFFICE will make satisfactory arrangements to ensure that the components of the integration server will be serviced when necessary.
3. Provide trained and qualified personnel to operate the SYSTEM at the Clerk's Technical Services Division and provide support to the cities/agencies on a five (5) days a week, 8 hours a day basis (9 A. M. -5 P. M.)
4. Designate a person (hereinafter referred to as "Project Manager") who will be responsible for handling the SYSTEM, administer the SYSTEM and handle all technical issues arising out of, under, or in connection with the SYSTEM, including but not limited to: processing change orders and modifications to the system; coordinating implementation, installation and maintenance of all equipment necessary to the satisfactory operation of the SYSTEM; and addressing all business and technical issues.
5. Designate a person, (herein referred to as "Operational Liaison") within the Traffic Violations Bureau, who will be responsible for addressing operational and procedural related issues.
6. The Operational Liaison and/or Project Manager will communicate with "Agency Liaison" regarding required system updates and modifications (i.e.: violation code tables updates, etc).

## ARTICLE TWO

## Responsibilities of the CITY OF SWEETWATER POLICE DEPARTMENT

**The CITY OF SWEETWATER POLICE DEPARTMENT, agrees to:**

1. Utilize the CLERK'S OFFICE e-citation integration server and any upgrade(s) thereto, to transmit tickets and related documents within the five (5) days required by F.S. 316.650.
2. Maintain all functional records and accounts that relate to the SYSTEM (including but not limited to system and officer log-in and log-out, starting and ending citation for each officer and shift, citation transmittal sheets, and data upload and download records) in accordance with Generally Accepted Accounting Principals (GAAP), and provide the CLERK'S OFFICE access to said accounts and records for auditing purposes for the duration of the AGREEMENT. The CITY/AGENCY agrees to abide by all guidelines set forth in the Miami-Dade County Clerk's Office E-Citation Process Interface Control Document Version 6.20 or higher (herein referred to as the "ICD") hereby made a part of this agreement. (see Attachment A.)
3. Utilize the SYSTEM and participate in the program as instructed by the CLERK'S OFFICE and as fully as possible during the terms of this AGREEMENT.
4. Operate all components of the SYSTEM in full compliance with all operational manuals, rules, and regulations of the CLERK'S OFFICE, and the TERMS AND CONDITIONS of the CLERK'S OFFICE (see Attachment A)
5. Notify the CLERK'S OFFICE immediately regarding the failure of any components of the SYSTEM.
6. Provide a designated person along with a back-up person (herein referred to as "Agency Liaisons") for communication with the CLERK'S OFFICE, the CLERK'S TECHNICAL SERVICES DIVISION, and/or the TVB; and to communicate and train officers on proper issuance and transmission of electronic citations.
7. Once contacted by the Clerk's Office, regarding modifications to the ICD (including but not

limited to violation codes tables etc.) the city/agency agrees to make all necessary changes within **24 hours** and to download all changes to agency equipment.

8. Once the offices of a City/Agency provide e-citations thru the "SYSTEM", all required and signed paper follow-up citation copies will be filed with a transmittal sheet (as provided in the ICD). This e-citations transmittal will be separate from handwritten non-electronic citations, and will be clearly marked as **"E-CITATION FOLLOW-UP COPY"**. The e-citation follow-up copies will **NOT** be processed as the charging document; it will only be placed in the court file.
9. Select and purchase or build a traffic e-citation issuance system that is compliant with the requirements outlined in Attachment A.
10. Modify the traffic e-citation issuance system, either by the City/Agency or the vendor that supplied such system, to be compliant with any changes required by the SYSTEM.
11. Test the integration between the traffic e-citation issuance system and the SYSTEM for a period of 10 business days or until such time as the Clerk's Office and City/Agency agree to process transactions in a production environment.
12. Understand that a citation that is rejected by the SYSTEM will not have a case file opened. The rejected citation must be corrected within the traffic e-citation issuance system and resubmitted to the SYSTEM.
13. Acknowledge that if a Law Enforcement Agency (LEA) uses automated citations but those citations are **NOT** electronically transmitted then, the e-citation paper must be filed with the Clerk of Courts in a separate transmittal where it is clearly indicated **"NOT ELECTRONICALLY TRANSMITTED"**. These citations must conform to requirements specified below (see sections A & B) regarding bar code, paper size, and paper quality. Information on citations must be standardized following Florida Uniform Traffic Citation (FUTC) format.
14. If a LEA uses automated citations that **are** electronically transmitted, the electronically filed e-citation will be the officially filed charging document. The follow-up paper copies of the e-citation, which will contain the defendant and officer signatures, and fingerprint if necessary, must be filed with the Clerk of Courts in a separate transmittal where it is clearly indicated **"E-CITATION FOLLOW-UP COPY"**. These citations must conform to requirements specified below (see

sections A & B) regarding bar code, paper size, and paper quality. Information on citations must be standardized following FUTC format.

**A. Agency "E-CITATION FOLLOW-UP COPY" Paper Requirements:**

Automated Paper Citations, submitted as follow-up copies (#14 above), or as interim FUTC's (#13 above) must adhere to the following specifications:

1. Size – Preferably the size of current Florida Uniform Traffic Citation, which is 8.5" by 4.25" We cannot accept sizes smaller than this. However, we do accept citations in 8.5" by 11" format in which the front of the citation is printed on the left panel and the back of the citation is printed on the right panel, per the Florida Highway Patrol (FHP) standard.
2. Ream Weight = 15 to 30 lb paper.
3. Thermal Paper of any kind is not acceptable as it curls, fades and cannot be scanned reliably.
4. All documents/papers (carbonless, etc) must be rubber roller safe - Ingredients used in paper and ink should not interact chemically with rubber - essentially they should be chemically inert.)
5. Leading edge of paper documents exiting printing devices can not curl up more than 3mm or curl down more than 5mm over a 30mm span from the edge of the paper.
6. All print must be in black ink.

**B. Automated Barcode Requirements:**

1. The barcode must be of good enough quality to be read by standard barcode scanners.
2. Clerk's Office Standard Code is 3 of 9 (also known as "code39" or "USD-3") - Current "de-facto" Standard with a 3:1 ratio Code 3 of 9 is an alphanumeric, self-checking, variable-length bar code that uses five black bars and four white bars to define a character. Three bars are wide and six are narrow. A character is represented by nine elements. An inter-character gap separates each character. Start and stop characters are depicted as asterisks (*) and are used to delineate the bar code. The bar code is preceded and followed by quiet zones. A check character is optional. Code 3 of 9 supports 26 uppercase letters, 10

digits, and 7 special characters which include: - . $ / + % (space).

## ARTICLE THREE

### Right to Offset

If the CITY OF SWEETWATER fails to meet any of its obligations as set forth in this AGREEMENT and as determined by the CLERK'S OFFICE, and after notice to the delinquent CITY OF SWEETWATER and the providing of thirty (30) days to meet its obligations, if the CLERK'S OFFICE incurs costs, expenses or damages as a result of such failure, the CLERK'S OFFICE, in addition to any other remedies, reserves the right to offset any sums due the CITY OF SWEETWATER from any traffic ticket revenue source in an amount equal to the CLERK'S OFFICE expenses.

## ARTICLE FOUR

### Correspondence

It is understood and agreed that any official notices that result from or are related to this AGREEMENT must be in writing and shall only be considered delivered when done so by certified mail to:

**CITY/AGENCY**

City of Sweetwater Police Department
500 SW 109 Avenue
Sweetwater, Florida 33174
Attention: Marie O. Schmidt, City Clerk
cc: Placido Diaz, Chief of Police

**COUNTY**

Traffic Violations Bureau
1351 NW 12th St., Suite 8500
Miami, Florida 33125
Attention: Manuel Carames, Director

## ARTICLE FIVE

### Settlement of Disputes

The parties agree that the Clerk of Courts shall be the administrator of this AGREEMENT, but that all questions, difficulties and disputes, of whatever nature, which may arise under or by reason of this AGREEMENT and the rendering of services and performance of obligations hereunder, shall be subject to the parties' obligation to mutually discuss and/or mediate any such matters that may arise within thirty (30) days of a request by either party to resolve any pending matter or issue. Following the expiration of the thirty (30) day discussion/mediation period, nothing contained in this AGREEMENT shall prevent either party from seeking relief through a court of competent jurisdiction.

## ARTICLE SIX

### Terms of the Agreement

The term of this AGREEMENT shall be for an initial period of three (3) years, with automatic renewals each year thereafter. However, this AGREEMENT may be terminated by either party hereto by providing the other party with thirty (30) days advance written notice. All of its terms and conditions shall remain in full force and effect until such time that the AGREEMENT is terminated or modified by mutual consent or either party.

## ARTICLE SEVEN

### Assignments

The CITY OF SWEETWATER obligations hereunder are not assignable. The CITY OF SWEETWATER shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of its rights under the AGREEMENT, or any interest in any portion of same, without the prior written consent of the CLERK'S OFFICE, which consent will not be unreasonably withheld.

## ARTICLE EIGHT

**Complete Agreement**

No representations or warranties shall be binding upon either party unless expressed in writing herein.

## ARTICLE NINE

**Modifications**

This AGREEMENT may not be altered, changed or modified except by or with the written consent of the parties and the Clerk of Courts as AGREEMENT administrator.

MIAMI-DADE COUNTY, FLORIDA
CLERK OF COURTS

BY: _____
HARVEY RUVIN, CLERK OF COURTS

ATTEST: _____

CITY/AGENCY OF Sweetwater

BY: _____
CITY MANAGER

ATTEST: _____
CITY CLERK

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORZING THE DISPOSITION OF SURPLUS PROPERTY (T-MOBILE EQUIPMENT); PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Section 2-271(b) of the City Code, the Mayor affirmatively recommends that the personal property described in Exhibit "A" (the "Inventory") to this Resolution be declared surplus; and

**WHEREAS**, pursuant to Section 2-271(a) of the City Code, the City Commission declares the Inventory to be surplus; and

**WHEREAS**, the Mayor shall dispose of the Inventory in the manner provided in Section 2-271 (c) of the City Code; and

**WHEREAS**, the City Commission determines that the disposition of the Inventory is in the City's best interest.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Declaration.** The City Commission hereby declares the Inventory surplus property.

**Section 3. Disposition and Authorization.** The City Commission authorizes the disposition of the Inventory accordance with Section 2-271(c) of the City Code.

**Section 4. Authorization and Implementation.** The Mayor is hereby authorized to sign this Resolution and do all necessary things to implement this Resolution.

**Section 6. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

Mayor Orlando Lopez

# MEMORANDUM

**Date:** July 06, 2015

**To:** Honorable Jose M. Diaz, Commission President and Members of The City Commission

**From:** Mayor Orlando Lopez

**Re:** Sale of the T-Mobile phones

---

## DESCRIPTION OF ITEM

This resolution authorizes the IT Division to sell 22 brand new phones previously acquired from T-Mobile. The City of Sweetwater no longer has a contract with the company T-Mobile, making those phones surplus for the City of Sweetwater.

## BACKGROUND

In March 2015 when the responsibility of the cellular phones and air cards was assigned to the IT Division, during our inventory of the existing phones we discovered Twenty-two (22) brand new phones (see attached document). We request permission to sell them on the open market to a company that specializes in purchasing this type of equipment.

## FISCAL IMPACT

By authorizing this action, the City will recover current market value for the previously mentioned cellular phones.

## RECOMMENDATION

Approval of the resolution will provide additional income for further development of the City.

_____

Department / Section Director

| Type of Phone (T-mobile) | Handset Serial # | Sim Serial # |
|---|---|---|
| Samsung Galaxy SIII | 355880054552191- | 8901260261763252503F |
| Samsung Galaxy SIII | 355880055233353- | 8901260261763252495F |
| Samsung Galaxy SIII | 355880053008385- | 8901260261763292897F |
| Samsung Galaxy SIII | 355880054038589- | 8901260261763831751F |
| Samsung Galaxy SIII | 355880051855449- | 8901260261763292871F |
| Samsung Galaxy SIII | 355880054720764- | 8901260261763252479F |
| Samsung Galaxy SIII | 355880054847633- | 8901260261763252487F |
| Samsung Galaxy SIII | 355880051789523- | 8901260261763292913F |
| Samsung Galaxy SIII | 355880053023475- | 8901260261763292889F |
| Samsung Galaxy SIII | 355880052187826- | 8901260261763292905F |
| Samsung Galaxy SIII | 355880051817886- | 8901260261763869686F |
| Samsung Galaxy SIII | 355880053524266- | 8901260261763254525F |
| Samsung Galaxy SIII | 355880050245329- | 8901260261763254483F |
| Samsung Galaxy SIII | 355880054127127- | 8901260261763254491F |
| Samsung Galaxy SIII | 355880053505885- | 8901260261763254509F |
| Samsung Galaxy SIII | 355880052143696- | 8901260261763293044F |
| Samsung Galaxy SIII | 355880054620758- | 8901260261763664780F |
| Samsung Galaxy SIII | 355880053184616- | 8901260261763836891F |
| Samsung Galaxy SIII | 355880052515166- | 8901260261763836909F |
| Samsung Galaxy SIII | 355880052513203- | 8901260261763836917F |
| Samsung Galaxy SIII | 355880053738809- | 8901260261763254517F |
| Samsung Galaxy SIII | 355880054638537- | 8901260261763836883F |

# Purchase Order

| Date | P.O. No. |
|---|---|
| 6/23/2015 | 9883 |

**Vendor**

City of Sweetwater
500 S.W. 109 Ave.
Sweetwater, FL 33174

**Ship To**

MobileSource Corp.
3500 NW Boca Raton Blvd. Suite 603
Boca Raton, FL. 33431
email: alesmes@mobilesource.com

| Terms | Due Date | Account # | Expected |
|---|---|---|---|
| | 6/23/2015 | | 6/23/2015 |

| Qty | Item | Description | Unit Cost | Total |
|---|---|---|---|---|
| 22 | SGH-T999 G... | | 90.00 | 1,980.00 |
| 5 | T259 | | 7.00 | 35.00 |

| | | |
|---|---|---|
| Phone # | 5614167224 | www.mobilesource.com |
| Fax # | 561-416-7224 | Please confirm receipt of the order. |

**Total** $2,015.00

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORZING THE DISPOSITION OF SURPLUS PROPERTY FROM VARIOUS DEPARTMENTS; WAIVING THE REQUIREMENT OF SECTION 2-271(C) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Section 2-271(b) of the City Code, the Mayor affirmatively recommends that the personal property described in Exhibit "A" (the "Inventory") to this Resolution be declared surplus; and

**WHEREAS**, pursuant to Section 2-271(a) of the City Code, the City Commission declares the Inventory to be surplus; and

**WHEREAS**, pursuant to Section 2-271 (d) of the City Code, the Mayor and City Commission hereby make a determination that the Inventory has no monetary value and the cost of advertising for public sale is a useless expenditure of public funds; and

**WHEREAS**, the City Commission determines that the disposition of the Inventory is in the City's best interest.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Declaration.** The City Commission hereby declares the Inventory surplus property.

**Section 3.** **Disposition.** The City Commission authorizes the disposition of the Inventory in an efficient and economical manner.

**Section 4.** **Waiver.** The City Commission hereby waives the requirements of a public sale as required by Section 2-271(c) of the City Code.

**Section 5.** **Authorization and Implementation.** The Mayor is hereby authorized to sign this Resolution and do all necessary things to implement this Resolution.

**Section 6.** **Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

Mayor Orlando Lopez

# MEMORANDUM

**Date:** July 06, 2015

**To:** Honorable Jose M. Diaz, Commission President and Members of The City Commission

**From:** Mayor Orlando Lopez

**Re:** Disposition of Inventory

---

## DESCRIPTION OF ITEM

This resolution seeks to approve the disposal of various items removed from multiple Departments. The Maintenance Department is currently in possession of the items that will be destroyed only with the approval of the Commission. The attached list contains the information of every item that will be eliminated from the premises.

## BACKGROUND

The listed items are objects that occupy necessary space and are no longer functional. Therefore, the City needs to approve their disposal and make room for other tools that are necessary for the proper functioning of the City.

## FISCAL IMPACT

There is no monetary gain or loss if you approve this activity.

## RECOMMENDATION

Declare it surplus and of no value. Please allow for its disposal.

Frank Ramos/ IT Division
Department / Division/Section Director

City of Sweetwater

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: Unknown Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer:
HP Photosmart Premium Printer with the Serial Number: MY97027052

P.O. No. _____ From Dept: IT To Dept: Maintenance

Department Head Initiating Disposition: Frank Ramos Signature [signature]

Department Head Receiving Inventory: G Pacci Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

City of Sweetwater

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: Unknown Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer: HP officejet 7410 printer with the serial number: MY63T1P72MR

P.O. No. _____ From Dept: IT To Dept: Maintenance

Department Head Initiating Disposition: _____ Signature _____

Department Head Receiving Inventory: Frank Ramos Stacey Signature F Ramos

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

*City of Sweetwater*

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: Unknown Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer: DELL optiplex 755 with serial number: 00144-055-376-092 with monitor and stand.

P.O. No. _____ From Dept: IT To Dept: Maintenance

Department Head Initiating Disposition: Frank Ramos Signature [signature]

Department Head Receiving Inventory: G Pucci Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

City of Sweetwater

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: _____ Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer: HP Pavilion 790n with the serial number: 00043-135-725-632

P.O. No. _____ From Dept: IT To Dept: Maintenance

Department Head Initiating Disposition: Frank Ramos Signature [signature]

Department Head Receiving Inventory: Grace Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

City of Sweetwater

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: Unknown Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer: HP NF51 Panel Monitor with the serial number: CNN6D0K295 is an outdated version.

P.O. No. _____ From Dept: IT To Dept: Maintenance

Department Head Initiating Disposition: Frank Ramos Signature [signature]

Department Head Receiving Inventory: [signature] Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

City of Sweetwater

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: unknown Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer:
MaG Innovision with a serial number: FHUZ3C0958020
is an outdated version.

P.O. No. _____ From Dept: IT To Dept: Maintenance

Department Head Initiating Disposition: Frank Ramos Signature [signature]

Department Head Receiving Inventory: [signature] Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

*City of Sweetwater*

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: Unknown Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer: Sony display SDM-HS53 is outdated

P.O. No. _____ From Dept: IT To Dept: Maintenance

Department Head Initiating Disposition: Frank Ramos Signature F Ramos

Department Head Receiving Inventory: G Pucci Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

*City of Sweetwater*

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: _____ Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer:
eMachines PC with the following serial number:
24-48881-42-052010789

P.O. No. _____ From Dept: IT To Dept: Maintenance

Department Head Initiating Disposition: Frank Ramos Signature [signature]

Department Head Receiving Inventory: [illegible] Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

*City of Sweetwater*

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: _____ Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer:
HP Grey CPU with the serial number:
1A0215P0007010003332

P.O. No. _____ From Dept: IT To Dept: Maintenance

Department Head Initiating Disposition: Frank Ramos Signature [signature]

Department Head Receiving Inventory: G Pucci Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

*City of Sweetwater*

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: _____ Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer:
Fortell Dimension 4400 Product number:
K6DJQ-3RPRF-6MKCT-QxB6x-YT9PW

P.O. No. _____ From Dept: IT To Dept: Maintenance

Department Head Initiating Disposition: Frank Ramos Signature [signature]

Department Head Receiving Inventory: G Pucci Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

City of Sweetwater

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: _____ Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer: Dell optiplex 755 with the serial number: 00144-053-975-816

P.O. No. _____ From Dept: Ft Pierce To Dept: Maintenance

Department Head Initiating Disposition: Frank Ramos Signature [signature]

Department Head Receiving Inventory: [illegible] Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

City of Sweetwater

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: Unknown Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer:
Laserjet M1212nf MFP printer with the serial number: CNJ8DD B3B1

P.O. No. _____ From Dept: IT To Dept: Maintenance

Department Head Initiating Disposition: Frank Romero Signature _____

Department Head Receiving Inventory: Stucci Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

City of Sweetwater

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: Unknown Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer: HP officejet Pro 8600 printer with the serial number: CN340B1HKB

P.O. No. _____ From Dept: IT To Dept: Maintenance

Department Head Initiating Disposition: Frank [illegible] Signature [illegible]

Department Head Receiving Inventory: [illegible] Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

*City of Sweetwater*

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: _____ Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer:
Dell Dimension 3000 with the serial number:
00043-634-304-665

P.O. No. _____ From Dept: IT To Dept: Maintenance

Department Head Initiating Disposition: Frank Ramos Signature [signature]

Department Head Receiving Inventory: G Pacci Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

*City of Sweetwater*

# Disposition of Inventory

## Addition

Department requesting inventory: _____

Department receiving inventory: _____

Employee Name Receiving Inventory: _____

Employee Signature Receiving Inventory: _____

Tag No. _____ Serial No. _____ Original Cost: _____

Description of Inventory:

_____

_____

## Deletion / Transfer of Inventory

Original Cost: Unknown Transfer _____ Deletion ✓ Addition _____

Explanation for deletion or transfer:
UPS (uninterruptible power supply) ultra with the serial number: 20026080803 is no longer functional.

P.O. No. _____ From Dept: IT Division To Dept: Public works

Department Head Initiating Disposition: Frank Ramos Signature _____

Department Head Receiving Inventory: Alan Abolila Signature _____

**For Finance Department Use Only**

Asset Account: _____ Liability Account: _____

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SWEETWATER FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, it is the responsibility of the Mayor and City Commission to ensure the public safety of the residents of the City of Sweetwater (the "City") by providing adequate levels of public services; and

**WHEREAS**, there may be natural or manmade disaster, emergencies and other major law enforcement problems that may cross jurisdictional boundaries; and

**WHEREAS**, the Law Enforcement Mutual Aid Agreement between Miami-Dade County and the City of Sweetwater for Voluntary Cooperation and Operational Assistance (the "Agreement") addresses these jurisdictional issues and provides the residents of the City with assurances of adequate levels of services.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Approval.** The Agreement attached hereto as Exhibit "A" is hereby approved.

**Section 3.** **Authorization and Implementation.** The Mayor is hereby authorized to sign this Resolution and the Agreement and do all necessary things to implement this Resolution.

**Section 4.** **Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

Orlando Lopez
Mayor

# M E M O R A N D U M

**Date:** June 24, 2015

**To:** Honorable Jose M. Diaz, Commission President and Members of the City Commission.

**From:** Orlando Lopez
Mayor

**Re:** Mutual Aid Agreement between the City of Sweetwater and the Sweetwater Police Department and Miami-Dade County and the Miami-Dade County Police Department.

---

## Description of Item:

Mutual Aid Agreement between the City of Sweetwater and the Sweetwater Police Department and Miami-Dade County and the Miami-Dade County Police Department.

Note: This agreement was approved via Resolution R-214-15 by the Board of County Commissioners on March 3, 2015.

**Note**:
Provide for the requesting and rendering for both routine and law enforcement intensive situations Voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Part 1, Florida Statutes.

## Background:

F.S.S. Chapter 23, Part 1, Florida Mutual Aid Act
F.S.S. Section 316.640, Enforcement

## Fiscal Impact:

None

## Recommendation:

None

6-29-15

Department/Section Director

Integrity • Respect
Service • Fairness

**Miami-Dade Police Department**
Office of the Director
Police Legal Bureau
9105 NW 25th Street • Room 3069
Miami, Florida 33172-1500
T 305-471-2550

**miamidade.gov**

April 30, 2015

Chief Jesus Menocal
Sweetwater Police Department
500 Southwest 109 Avenue
Sweetwater, FL 33174

Dear Chief Menocal:

Subject: Miami-Dade County Mutual Aid Agreement
2015-2025

Enclosed is the Mutual Aid Agreement between the City of Sweetwater and the Sweetwater Police Department and Miami-Dade County and the Miami-Dade Police Department. This Agreement was approved via Resolution R-214-15 by the Board of County Commissioners on March 3, 2015.

We are requesting that you review and sign the four (4) enclosed documents with original signatures. When the Agreement is fully signed, please return two signed original documents to this office, attention Ms. Susan Windmiller.

If you have any questions on this matter, please contact Ms. Susan Windmiller at (305) 471-3197.

Sincerely,

Janet Lewis
Senior Bureau Commander

Enclosures

# LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SWEETWATER FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

**WHEREAS**, it is the responsibility of the government of Miami-Dade County, Florida, and the subscribing municipality to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS,** there is an existing and continuing possibility of the occurrence of natural or manmade disasters or emergencies and other major law enforcement problems, including those that cross jurisdictional lines, that will require coordinated law enforcement efforts to ensure that preparations of this County will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people of the County; and

**WHEREAS**, in order to ensure that law enforcement agencies are prepared to competently address any and all conditions as they arise to protect the public peace and safety of Miami-Dade County citizens, it is in the best interests of the community and law enforcement for police agencies to engage in mutual aid; and

**WHEREAS**, the subscribing law enforcement agencies have the authority under Florida Statutes Chapter 23, Part I, *Florida Mutual Aid Act*, and under Florida Statutes Section 316.640, *Enforcement*, to enter into a Mutual Aid Agreement,

**NOW, THEREFORE, BE IT KNOWN** that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned municipality, in consideration

for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

**SECTION I. PURPOSE AND TERMS**

A. Short title: Mutual Aid Agreement

B. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Part I, Florida Statutes.

C. Definitions:

1. Chief Executive Official: Either the Mayor of Miami-Dade County, or the Chief Executive Official of the participating municipality, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each entity.
2. Agency Head: Either the Director of the Miami-Dade Police Department, or the Director's designee; and the Chief of Police of the municipal law enforcement agency, or the Chief's designee.
3. Participating law enforcement agency: The police department of any law enforcement agency in Miami-Dade County, Florida, that has approved and executed this Agreement.
4. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

## SECTION II. PROCEDURES

A. Operations:

1. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.
2. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which necessitated the request; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
3. The Agency Heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel, equipment, facilities, and other resources and services provided pursuant to this Agreement to the providing agency.

B. Powers, Privileges, Immunities, and Costs:

1. All employees of the participating law enforcement agency, including certified law enforcement employees, during such time that said employees are

actually providing aid outside of the jurisdictional limits of their employing agency pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of this Mutual Aid Agreement, have the same powers, duties, rights, privileges, and immunities as if they were performing duties in the jurisdiction in which they are normally employed.

2. The political subdivision having financial responsibility for the participating law enforcement agency providing personnel, equipment, facilities, and other resources and services pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
3. The political subdivision having financial responsibility for the participating law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
4. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such

agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

C. Indemnification: Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

D. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Section 932.701 et. seq., Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating law enforcement agency must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property,

including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to settle, pursuant to the provisions of the Florida Contraband Forfeiture Act.

E. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Part I, Florida Statutes.

**SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY**

A. Command: The personnel, equipment, facilities, and other resources and services that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.

B. Conflicts: Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency shall control, and shall supersede the direct order.

C. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Director or Chief of Police, or his/her designee, of the agency employing the officer who is the subject of the complaint, shall be responsible for the investigation of the complaint.

The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation, and;
4. The identity of the employee accused.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

**SECTION IV. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE**

A. A deputy sheriff or police officer of either participating law enforcement agency shall be considered to be operating under the provisions of this Mutual Aid Agreement when participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

B. In compliance with and under the authority of this Mutual Aid Agreement, entered into by Miami-Dade County and the participating municipality, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and

rendered regarding police operations pursuant to the Agreement. The list includes, but is not necessarily limited to, dealing with the following:

1. Voluntary:
    a. Joint multi-jurisdictional criminal investigations.
    b. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
    c. Joint training in areas of mutual need.
    d. Off-duty special events.
    e. Joint multi-jurisdictional marine interdiction operations.
    f. Security and escort duties for dignitaries.
2. Operational:
    a. Hostage and barricaded subject situations, and aircraft piracy.
    b. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
    c. Enemy attack.
    d. Transportation of evidence requiring security.
    e. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
    f. Any natural, technological, or manmade disaster. Emergency situations in which one agency cannot perform its functional objective.
    g. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special

Response Teams, bomb, crime scene, marine patrol, and police information.

h. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.

i. Terrorist activities including, but not limited to, acts of sabotage.

j. Escapes from or disturbances within detention facilities.

**SECTION V. PROCEDURES FOR REQUESTING MUTUAL AID**

The following procedures will apply to situations requiring operational assistance:

A. Mutual aid requested or rendered will be approved by the Director or the Chief of Police, or their designees.

B. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.

C. Communications instructions will be included in each request for mutual aid. The Miami-Dade Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.

D. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

## SECTION VI. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating law enforcement agency and the Miami-Dade Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs A. and B. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

A. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County for arrests made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction; for example, to or from court, provided that, in the context of this Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This Agreement excludes those areas within the territorial limits of any municipality not participating in Mutual Aid with Miami-Dade County, and in any areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.

B. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County, for arrests made pursuant to the laws of arrest of persons identified as a result of investigations of any offense

constituting a felony or any act of domestic violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the jurisdiction of the agency employing the arresting officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public. Authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, participating agency officers may execute search warrants outside the jurisdiction of their employing municipality for offenses which occurred in their jurisdiction. Participating agency officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within the territorial limits of any municipality not participating in mutual aid with Miami-Dade County, and in any areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.

C. Prior to any officer taking enforcement action pursuant to either paragraph A. or B. above, the officer shall notify the designated officer of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to paragraph A. above shall be processed and coded pursuant to directions of the Clerk of the Court, in such

manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

D. Special Provisions for Concurrent Jurisdiction:

1. Joint enforcement of all state criminal laws, noncriminal traffic laws, and county ordinances, including those relating to traffic and parking, within the area described as Northwest 107 Avenue between Flagler Street and Northwest 11 Street, to the south boundary line of Flagler Street and Northwest 107 Avenue, and to the north boundary line of Northwest 11 Street. Enforcement shall include making arrests, issuing Uniform Traffic Citations, arresting violators for any crimes uncovered during the investigation of the traffic violation or accident, taking custody of any evidence or contraband as defined in Chapter 932, Florida Statutes, and completing appropriate documentation, including any accident reports.

E. General Requirements:

1. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
2. Concurrent law enforcement jurisdiction pursuant to this Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
3. Officers shall not conduct routine patrol activities outside of their jurisdiction.
4. Reports of any action taken pursuant to this Agreement shall be faxed to the agency head of the agency within whose jurisdiction the action was taken, as soon as possible after the action.
5. Any conflicts regarding jurisdiction will be resolved by allowing the agency

6. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance, and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

**SECTION VII. EFFECTIVE DATE AND TERM OF AGREEMENT**

This Mutual Aid Agreement shall become effective on the date of execution by all parties and, unless terminated or cancelled on an earlier date, will expire on January 1, 2025. This Mutual Aid Agreement may be renewed in writing by the Agency Head and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to extend this Agreement. This Agreement may be formally renewed for a maximum of three (3) additional successive ten (10) year terms. This Agreement may not be amended or modified except in writing signed and duly executed by the parties. Any modifications or amendments to this Agreement require County Commission approval via the County's legislative process.

**SECTION VIII. CANCELLATION**

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other participating law enforcement agency. Cancellation will be at the discretion of the Agency Heads and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.

AGREED TO AND ACKNOWLEDGED this 26 day of March, 2015,

**MIAMI-DADE COUNTY**

for Carlos A. Gimenez, Mayor

J.D. Patterson, Director
Miami-Dade Police Department

ATTEST:

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Harvey Ruvin, County Clerk
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

for

R. A. Cuevas, Jr., County Attorney
Miami-Dade County, Florida

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2015,

**CITY OF SWEETWATER**

_____

Orlando Lopez, City Mayor Date

_____

Placido Diaz, Interim Chief Date
Sweetwater Police Department

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE PURCHASE OF NEW 2014 FLORIDA BUILDING AND ELECTRICAL CODES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, the State of Florida has changed the existing 2010 Florida Building Code; and

**WHEREAS**, the existing 2010 Florida Building Code expires on June 30, 2015; and

**WHEREAS**, it is necessary to purchase the new 2014 Florida Building and Electrical Codes and commentaries for the proper functioning of the Building and Zoning Department.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Approval.** The purchase of the Code books as shown in the attached Exhibit "A" is hereby approved.

**Section 3. Authorization and Implementation.** The Mayor is hereby authorized to do all necessary things to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

Mayor Orlando Lopez

# MEMORANDUM

**Date:** 6-8-15

**To:** Honorable Jose M. Diaz, Vice Mayor and Members of The City Commission

**From:** Mayor Orlando Lopez

**Re:** Purchase of new 2014 Florida Building Code and Commentary, NFPA 101 and Electrical Code

---

## DESCRIPTION OF ITEM

The purchase of new Florida Building Codes for use within the Building & Zoning Department. The existing 2010 Florida Building Code is to expire on June 30, 2015 requiring the purchase of new code books for the implementation of the code. The 2014 Florida Building Code and supplementary codes and commentaries are a necessity for the execution of the building department's duties.

## BACKGROUND

Please see attached quote as back up documents.

## FISCAL IMPACT

The revenue being created as a result of all permits issued by the development will adequately cover the expense.

## RECOMMENDATION

Recommend approval of the new code books to enable the Building and Zoning Department to provide prompt and professional inspections and services to the constituents.

Department / Section Director

| . | Code Books | Amount | Total Amount |
|---|---|---|---|
| 2 | Significant change to F.B.C (2014) | $ 39.00 | $ 78.00 |
| 2 | 2014 Florida Code | $ 454.00 | $ 908.00 |
| 1 | 2015 IMC Code & Comentary | $ 86.00 | $ 86.00 |
| 1 | 2015 IBC Code & Comentary Combo 1 & 2 | $ 186.00 | $ 186.00 |
| 1 | NFPA 70:NATL Electrical Code | $ 86.50 | $ 86.50 |
| 1 | 2015 NFPA 101 ,book | $ 95.00 | $ 180.00 |
| 1 | 2015 NFPA 101 hanbook,book | $ 180.00 | $ 180.00 |
| | | | |

ICC INTERNATIONAL CODE COUNCIL

## Shopping Cart

| Product | Price | Quantity | Subtotal |
|---|---|---|---|
| **Significant Changes to the Florida Building Code: Building and Residential 5th edition (2014)**<br>Item #: 5615S14<br>* This product is not available in the requested quantity. 2 of the items will be backordered. | $39.00 | 2 | **$78.00** |
| **2014 Florida Codes: Complete Collection**<br>Item #: 5600BN14 | $454.00 | 2 | **$908.00** |
| **2015 IMC® Code and Commentary**<br>Item #: 3310S15 | $82.00 | 1 | **$82.00** |
| **2015 IBC® Code and Commentary Combo, Vol. 1 & 2**<br>Item #: 3010S15 | $186.00 | 1 | **$186.00** |
| **NFPA 70®: National Electrical Code® (NEC®), 2014 Edition**<br>Item #: 5000S14 | $86.50 | 1 | **$86.50** |

| | |
|---|---|
| Subtotal | $1,340.50 |
| Shipping | $53.62 |
| **Grand Total** | **$1,394.12** |

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## My Shopping Cart

| Item | PIN | Unit Price | Unit Quantity | Quantity | Total |
|---|---|---|---|---|---|
| **2015 NFPA 101®: Life Safety Code®** | | | | | |
| ▪ 2015 NFPA 101, Book | 10115 | $95.00 | 1 | 1 | $275.00 |
| ▪ 2015 NFPA 101, Handbook, Book | 101HB15 | $180.00 | 1 | | |
| add more edit this selection remove | | | | | |
| **Save 15% with a Set!** | DISCOUNT | | | | -$41.25 |
| | | | | **Subtotal:** | **$233.75** |

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### TOP SELLERS

Membership - New or Renew

More Info

2015 NFPA 70E®: Standard for Electrical Safety in the Workplace

More Info

2014 NFPA 70: National Electrical Code (NEC)

More Info

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# STAFF ITEMS

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING/DENYING THE APPEAL OF NON-USE VARIANCES FOR THE PROPERTY LOCATED AT 621 SW 104TH AVENUE, SWEETWATER, FLORIDA; PROVIDING FOR FINDINGS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, on May 27, 2015, the City of Sweetwater's Planning and Zoning Board at a duly noticed public hearing denied the non-use variances (the "Denial) for the property located at 621 SW 104th Avenue, Sweetwater, Florida (the "Property"); and

**WHEREAS**, pursuant to Section 9.08.03 of the City Code, the Denial has been appealed to the City Commission (the "Appeal"); and

**WHEREAS**, pursuant to Section 9.08.06 of the City Code, the City Commission has authority to hear the Appeal; and

**WHEREAS**, on July 6, 2015 at a duly noticed public hearing, the City Commission has heard evidenced and reviewed the documentation related to the Appeal.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Findings.** The City Commission after hearing the evidence at the public hearing, reviewing the Building and Zoning Department's recommendations and the documentation contained in the file makes the following findings:

2.1 The requested non-use variances are consistent/non-consistent with the City's Comprehensive Plan.

2.2 There is substantial competent evidence on the record to meet/ not meet the standards of Section 7.01.02A of the City Code.

**Section 3.** **Approval/Denial.** The Appeal of the following non-use variances is hereby approved/denied.

3.1 Relief from requested twenty (20"-0") rear setback to allow (66.84") 5.57' from main residence. (Non-Use Variance)

3.2 Relief from required seven feet six inches (7'-6") rear setback to allow five feet (5'-0") for an accessory structure (Non-Use Variance)

3.3 Relief from required six feet (6'-0") side setback to allow four feet ten inches (4'-10") for an accessory structure (Non-Use Variance)

**Section 4.** **Authorization and Implementation.** The Mayor is hereby authorized to execute this Resolution and do all necessary things to implement it.

**Section 5.** **Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-

enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

JOSE M. DIAZ, COMMISSION PRESIDENT ____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT ____
PRISCA BARRETO, COMMISSIONER ____
MANUEL DUASSO, COMMISSIONER ____
IDANIA LLANIO, COMMISSIONER ____
ISOLINA MAROÑO, COMMISSIONER ____
EDUARDO M. SUAREZ, COMMISSIONER ____

City of Sweetwater

**CITY OF SWEETWATER**
**PLANNING AND ZONIG BOARD DECISION**
**WEDNESDAY, MAY 27, 2015**
**8:00 PM**

ZONING HEARING: 2015-05-001

I. APPLICANT: JOSE M DIAZ
SPR2015-000000001

REQUESTS:

(1) RELIEF FROM REQUIRED TWENTY (20'-0") REAR SETBACK TO ALLOW FIVE FEET SIX INCHES (5.57') FOR MAIN RESIDENCE.

(2) RELIEF FROM REQUIRED SEVEN FEET SIX INCHES (7'-6") REAR SETBACK TO ALLOW FIVE FEET (5'-0") FOR AN ACCESSORY STRUCTURE.

(3) RELIEF FROM REQUIRED SIX FEET (6'-0") SIDE SETBACK TO ALLOW FOUR FEET TEN INCHES (4'-10") FOR AN ACCESSORY STRUCTURE.

SUBJECT PROPERTY: FOLIO #25-4005-006-0490

LOCATION: 621 SW 104 AVENUE, SWEETWATER, FL 33174

PRESENT USE: RS

(PLANS ARE ON FILE AND MAY BE EXAMINED IN THE BUILDING AND ZONING DEPARTMENT)

**********

DECISION GRANTED _____ DENIED ✓

CONDITION FOR APPROVAL:

_____

_____

_____

_____

_____

_____

Olga Vigoa
CHAIRMAN

500 S.W. 109th Avenue, Sweetwater, Florida 33174-1398 • Phone: 305-221-0411 • Fax: 305-221-2541

# Holland & Knight

701 Brickell Avenue, Suite 3300 | Miami, FL 33131 | T 305.374.8500 | F 305.789.7799
Holland & Knight LLP | www.hklaw.com

Juan J. Mayol, Jr., Esq.
305 789 7787
juan.mayol@hklaw.com

June 1, 2015

**VIA ELECTRONIC MAIL AND HAND DELIVERY**

Ms. Marie O. Schmidt
City Clerk, Director of Administrative and Clerical Services
City of Sweetwater
500 S.W. 109th Avenue
Sweetwater, Florida 33174

**RE: Notice of Appeal of Residential Application for Non-Use Variance and Application for Site Plan Review / Jose M. Diaz (the "Applicant") / Property located at 621 S.W. 104th Avenue, Sweetwater, Florida (the "Property")**

Dear Ms. Schmidt:

On behalf of Jose M. Diaz ("the Applicant), and in accordance with Section 09.08.02 of the City's Land Development Code, please accept this letter as our official Notice of Appeal of the entire Residential Application for Non-Use Variance and Application for Site Plan Review Application, which went before the Planning and Zoning Board on Wednesday, May 27, 2015, and resulted in a tie vote. A copy of the Planning and Zoning Board's Notice of Public Hearing is attached for your reference.

By way of background, the Applicant has submitted a Residential Application for Non-Use Variance and Application for Site Plan Review in connection with that certain property located at 621 S.W. 104th Avenue in Sweetwater, Florida (the "Property").

The purpose of the applications is to request the approval of certain non-use variances previously approved by the Planning and Zoning Board on July 14, 2010, and currently in expired status, and an additional setback variance reflected on the plans submitted in support of the Applications. The purpose of the non-use variance requests is to permit the maintenance and continued use of an addition to the rear of the existing residence and an existing accessory building in the rear yard area of the Property. Accordingly, the Applicant respectfully requests the approval of the following requests:

1. Non-use variance to permit a covered terrace addition (converted to family room) setback a minimum of 5.57' (20' required; previously approved) from the rear (east) property line; and

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2. Non-use variance to permit an accessory building (game room) setback a minimum of 5.00' (7.5' required; previously approved) from the rear (east) property line, and setback a minimum of 4.80 feet (6 feet required; 5 feet previously approved) from the interior side (north) property line.

The approval of the Applications is necessary in order to i) sustain the previous decision of the Planning and Zoning Board, and ii) cure a very minor discrepancy between the existing 4.80 foot setback applicable to a portion of the accessory building and the 5 foot setback previously approved by the Planning and Zoning Board. The difference between the existing interior side setback and the approved interior side setback is approximately ±2 inches, which is diminimus and imperceptible. In accordance with the revised drawings, a portion of the concrete slab area in the rear yard is to be removed to ensure compliance with minimum open space regulations. The approval of the Applications will be consistent with the Board's decision to allow the existing addition to the rear of the residence and the accessory building to remain at their current locations on the Property.

For all of the above reasons, the approval of the requested variance will not be detrimental to the neighborhood, will not be a hazard to the public, will not substantially diminish property values in, nor alter the essential character of, the surrounding area, but instead will be in harmony with the general intent of the zoning regulations, and the original Planning Board decision.

Based on the foregoing, the Applicant respectfully requests the Department's favorable consideration of the enclosed applications. As always, should you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

HOLLAND & KNIGHT LLP

Juan J. Mayol, Jr., Esq.

JJM / AJT / sf
Enclosure

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# City of Sweetwater

PLANNING AND ZONING BOARD
NOTICE OF PUBLIC HEARING

ZONING HEARING: 2015-05-001

I. APPLICANT: JOSE M DIAZ
SPR2015-000000001

REQUESTS:

(1) RELIEF FROM REQUIRED TWENTY (20'-0") REAR SETBACK TO ALLOW FIVE FEET SIX INCHES (5.57') FOR MAIN RESIDENCE.

(2) RELIEF FROM REQUIRED SEVEN FEET SIX INCHES (7'-6") REAR SETBACK TO ALLOW FIVE FEET (5'-0") FOR AN ACCESSORY STRUCTURE.

(3) RELIEF FROM REQUIRED SIX FEET (6'-0") SIDE SETBACK TO ALLOW FOUR FEET TEN INCHES (4'-10") FOR AN ACCESSORY STRUCTURE.

SUBJECT PROPERTY: FOLIO #25-4005-006-0490

LOCATION: 621 SW 104 AVENUE, SWEETWATER, FL 33174

PRESENT USE: RS

(PLANS ARE ON FILE AND MAY BE EXAMINED IN THE BUILDING AND ZONING DEPARTMENT)

A PUBLIC HEARING WILL BE HELD IN SWEETWATER CITY HALL COMMISSION CHAMBERS, 500 S.W.109 AVENUE, SWEETWATER, FLORIDA, ON MAY 27, 2015 AT 8:00 P.M.

OBJECTIONS AND WAIVERS OF OBJECTIONS MAY BE MADE IN PERSON AT THE HEARING OR FILED IN WRITING PRIOR TO THE HEARING DATE. IF FURTHER INFORMATION IS DESIRED, CALL 305-221-0411.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY PLANNING AND ZONING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMON)Y AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED (SEC. 286.0105, FLORIDA STATUTES).

PERSONS WHO NEED AN ACCOMMODATION IN ORDER TO ATTEND OR PARTICIPATE IN THIS MEETING SHOULD CONTACT DEPUTY CITY CLERK CARMEN J. GARCIA AT 305-221-0411 BY NOON THE MONDAY PRIOR TO THE MEETING IN ORDER TO REQUEST SUCH ASSISTANCE. (AMERICANS WITH DISABILITIES ACT).

Holland & Knight

701 Brickell Avenue, Suite 3300 | Miami, FL 33131 | T 305.374.8500 | F 305.789.7799
Holland & Knight LLP | www.hklaw.com

**VIA ELECTRONIC MAIL AND HAND DELIVERY**

Alejandro J. Arias, Esq.
305 789 7446
alejandro.arias@hklaw.com

June 17, 2015

Ms. Marie Schmidt
City Clerk, Director of Administrative and Clerical Services
City of Sweetwater
500 S.W. 109th Avenue
Sweetwater, Florida 33174

**Re: Expert Witness Notification / Jose M. Diaz (the "Applicant") / Property located at 621 S.W. 104th Avenue, Sweetwater, Florida (the "Property")**

Dear Ms. Schmidt:

As a courtesy, we wish to advise you that Jose M. Diaz (the "Applicant") may introduce Mr. Alberto J. Torres, Land Use Consultant, of Holland & Knight LLP to offer expert testimony on behalf of the Applicant at the public hearing in connection with the Residential Application for Non-Use Variance and Application for Site Plan Review (collectively the "Applications"). The public hearing is scheduled for July 6th, 2015 before the City of Sweetwater City Commission.

Mr. Torres' testimony will relate to the following:

(1) Consistency of the Applications with the City's Comprehensive Development Master Plan (CDMP);

(2) Compatibility of the Applications with the surrounding area; and

(4) Compliance with standards of approval.

The basis for Mr. Torres' testimony will be his expertise and personal knowledge obtained from his years of service in the planning and zoning field, including his time as the Assistant Director of Zoning for the Miami-Dade County Department of Planning & Zoning and other previous employment positions as further reflected in his resume. A copy of Mr. Torres' resume is enclosed for the record.

Mr. Torres will also rely on the City's Code of Ordinances, professional planning materials, books, and treatises, as well as all documents and materials on file with the City of Sweetwater, and all other state and local governmental entities, including any public records, regarding or related to the Applications or the Property.

Thank you for your considerate attention to this matter. Please do not hesitate to contact me if you have any further questions or concerns.

Sincerely,

HOLLAND & KNIGHT

Alejandro L. Arias

ALA:sf
Enclosure

cc: Mr. Carlos Lanza (w/encl.)
Gilberto Pastoriza, Esq. (w/encl.)
Juan J. Mayol, Jr., Esq. (w/encl.)
Mr. Alberto J. Torres (w/o encl.)

# ALBERTO JOSE TORRES

15825 SW 101 STREET • MIAMI, FLORIDA 33196
PHONE (786) 253-4538 • FAX (305) 679-6422 • E-MAIL ALBERTO TORRES@HKLAW COM

## PROFESSIONAL EXPERIENCE

July/2007 – Present Holland & Knight, LLP Miami, Fl

*Land Use Consultant*

- Professional consulting services for cases involving environmental, land use, planning, zoning, impact fee and subdivision regulation issues
- Application preparation and presentation of development applications on behalf of clients before various boards
- Due diligence, research of real estate project entitlements and pre-development feasibility analysis
- Management of development permitting process and responses to enforcement actions
- Government / Community relations
- Expert Witness in land use and eminent domain cases, and administrative hearings

2002 – 2007 Miami-Dade County Planning & Zoning Miami, Fl

*Assistant Director (Zoning Official)*

- Assist the Director in managing and directing the overall zoning, landscaping and impact fee functions of the department
- Prepare and administer the zoning budget in conjunction with associated administrative responsibilities
- Formulate and present ordinances for consideration of the Board of County Commissioners, Community Zoning Appeals Board(s), Developmental Impact Committee, and other ad hoc bodies including the Development Process Advisory Committee and Zoning Code Review Committee as may be created by the Board of County Commissioners
- Formulate policy, procedures and proposed regulations to effectively administer the zoning, landscaping and impact fee programs and policies of Miami-Dade County
- Management and supervision of zoning services provided to municipal governments via interlocal agreements as they are created and adopted by the Board of County Commissioners
- Expert Witness in land use and eminent domain cases, and administrative hearings on behalf of Miami-Dade County, State Department of Transportation (DOT), the State Attorney's Office, and the like

1998 – 2002 Miami-Dade County Planning & Zoning Miami, Fl

*Chief, Zoning Services Division*

- Supervision and management of the employees and activities of the Zoning Services Division (the Zoning Hearing, Zoning Evaluation, Zoning Drafting, Zoning Plans Processing, Zoning Information, Zoning Permits, Zoning Inspector, Impact Fees, and Zoning Agenda Coordinator Sections)
- Participation in various public forums, town meetings, planning workshops,

and community and neighborhood association meetings

- Development of the division's policies and procedures regarding land use, subdivision, impact fee and other issues relating to development
- Provide assistance to the Board of County Commissioners and their staff as well as Community Zoning Appeals Board members regarding land use issues
- Participation in various forums, town meetings, planning workshops, community and neighborhood association meetings

1993 – 1998 Miami-Dade County Planning & Zoning Miami, Fl

*Zoning Evaluator 3 (Supervisor – Zoning Evaluation Section)*

- Supervision and organization of the section including the administration and implementation of three (3) programs of the Developmental Impact Committee (DIC) the Developmental Impact Committee review process for large scale developments, the Biscayne Bay Shoreline Development Review Committee process, and the Public Educational Facilities review process
- Preparation of written zoning recommendations for all zoning hearing applications for transmittal to the Board of County Commissioners, Community Zoning Appeals Board, and the Developmental Impact Committee, proofreading and editing of all reports
- Extensive knowledge and practice of zoning regulations, and goals, policies and objectives of the Comprehensive Development Master Plan (CDMP) were required
- Participated in various public forums, town meetings, planning workshops, and community and neighborhood association meetings

1987 – 1993 Miami-Dade County Planning & Zoning Miami, Fl

*Zoning Plans Processor 4 (Supervisor – Zoning Drafting Section)*

- Supervision and organization of the section
- Review and processing of subdivision plat maps to ensure compliance with zoning regulations
- Co-Chairman of the Miami-Dade County Plat Committee
- Review and processing of Substantial Compliance Determination applications for revised development plans to ensure their consistency with the approved plans and all applicable conditions
- Supervision of subordinates involved in the preparation of zoning hearing sketches, property ownership research, and the preparation of ownership lists for notification of pending zoning hearing applications
- Review and processing of Class I and Class IV Permit applications submitted to the Department of Environmental Resources Management (DERM), Road Closing Petitions submitted to the Public Works Department, and County Land Acquisition and Sales applications submitted by the General Services Administration (GSA)
- Extensive knowledge and practice of zoning, landscaping, and other development regulations and codes was required

1983-1987 Miami-Dade County Planning & Zoning Miami, Fl

*Zoning Plans Processor 3 (Zoning Hearing Section)*

- Review, acceptance and processing of various types of zoning hearing applications including those involving zoning district boundary changes,

special permits, new uses, unusual uses, use variances, deletions and/or modifications, and appeals

- Review of development plans for small and large-scale residential, commercial, and industrial projects to ensure compliance with zoning regulations
- Extensive knowledge and practice of zoning and landscape regulations and codes was required
- Extensive interaction with Architects, Engineers, Surveyors, Developers, Attorneys, and the General Public was required

1979 – 1983 Miami-Dade County Planning & Zoning Miami, Fl

*Zoning Drafter (Lead Worker)*

- Review and processing of subdivision plat maps as well as attendance at the weekly meetings of the Miami-Dade County Plat Committee
- Preparation of zoning sketches and various graphics and visual aides for presentation at zoning hearings
- Research of property ownership records and preparation of ownership lists and drawings for the purpose of providing notice of pending zoning hearing applications

## EDUCATION

May 31, 2007 University of Phoenix

*Master of Business Administration*

February 28, 2006 University of Phoenix

*Master f Management*

April 23, 1993 Florida International University

*Bachelor of Arts – Environmental Studies*

*Minor – International Relations*

## SPECIAL TRAINING

Harvard University – John F Kennedy School of Government

*Driving Government Performance for Miami-Dade County Executives*

Florida Registered Paralegal - #263860

## LANGUAGES

English, Spanish

## REFERENCES

Available upon request

$ 000.00
02 4W
0000641544 MAY 08 2015
MAILED FROM ZIP CODE 33174

Notices were mailed out. May 8, 2015 ewg.

Posted on property on May 8, 2015 by: Deyse Hernandez

# City of Sweetwater

PLANNING AND ZONING BOARD
NOTICE OF PUBLIC HEARING

ZONING HEARING: 2015-05-001

I. APPLICANT: JOSE M DIAZ
SPR2015-000000001

REQUESTS:

(1) RELIEF FROM REQUIRED TWENTY (20'-0") REAR SETBACK TO ALLOW FIVE FEET SIX INCHES (5.57') FOR MAIN RESIDENCE.

(2) RELIEF FROM REQUIRED SEVEN FEET SIX INCHES (7'-6") REAR SETBACK TO ALLOW FIVE FEET (5'-0") FOR AN ACCESSORY STRUCTURE.

(3) RELIEF FROM REQUIRED SIX FEET (6'-0") SIDE SETBACK TO ALLOW FOUR FEET TEN INCHES (4'-10") FOR AN ACCESSORY STRUCTURE.

SUBJECT PROPERTY: FOLIO #25-4005-006-0490

LOCATION: 621 SW 104 AVENUE, SWEETWATER, FL 33174

PRESENT USE: RS

(PLANS ARE ON FILE AND MAY BE EXAMINED IN THE BUILDING AND ZONING DEPARTMENT)

A PUBLIC HEARING WILL BE HELD IN SWEETWATER CITY HALL COMMISSION CHAMBERS, 500 S.W.109 AVENUE, SWEETWATER, FLORIDA, ON MAY 27, 2015 AT 8:00 P.M.

OBJECTIONS AND WAIVERS OF OBJECTIONS MAY BE MADE IN PERSON AT THE HEARING OR FILED IN WRITING PRIOR TO THE HEARING DATE. IF FURTHER INFORMATION IS DESIRED, CALL 305-221-0411.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY PLANNING AND ZONING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE 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 (SEC. 286.0105, FLORIDA STATUTES).

PERSONS WHO NEED AN ACCOMMODATION IN ORDER TO ATTEND OR PARTICIPATE IN THIS MEETING SHOULD CONTACT DEPUTY CITY CLERK CARMEN J. GARCIA AT 305-221-0411 BY NOON THE MONDAY PRIOR TO THE MEETING IN ORDER TO REQUEST SUCH ASSISTANCE. (AMERICANS WITH DISABILITIES ACT).

**MEMORANDUM**

**TO:** Planning & Zoning Board

**FROM:** Sergio Purriños LCAM MURP

**SUBJECT:** Non-Use Setback Variances and Site Plan Approval -621 SW 104th Avenue

**DATE:** 03/09/2015

---

**Applicant:** Juan Mayol, Esq., on behalf of Jose M. Diaz

**Request:** The applicant is requesting the following:

**a)** Non-Use Setback Variance to allow a covered terrace addition (converted to family room) setback a minimum of 5.57-feet (where 20-feet are required and previously approved by the P&Z Board) from the rear property line; and

**b)** Non-Use Variance to allow an accessory building (game room) setback a minimum of 5-feet (from the required 7.5-foot setback previously approved by the P&Z Board) from the rear yard property line, and a 4.8-foot (where 6-feet are required and 5-feet were previously approved by the P&Z Board) from the side yard setback.

**c)** Site Plan review and approval was also requested in connection with the Setback Variances.


**Location:** The subject property is located at 621 SW 104th Avenue.
Folio No. 25-4005-006-0490. Lot Size: Approximately 0.14 acres (6,120 sq-ft).

**Background**

The property is zoned Single Family Residential District and is currently the home of Mr. and Mrs. Diaz. The parcel is located within the Single Family Residential Designation as depicted in the City of Sweetwater's Land Use Element of the City's Comprehensive Plan. Both Land Use and Zoning classification are consistent.

The requests for setback variances are being sought because after receiving a previous setback variance(s) for the same purpose, it was discovered that the subject accessory

structure (game room) was actually built between 4.8 and 5 feet from the property line, thereby the need for what is almost a diminimus variance on the side yard setback. These types of construction errors are common in the industry. The other, a 5-foot (from the required 7.5-foot setback, was also previously approved by the P&Z Board on July 14, 2010, and are currently expired.

At this time, in order to resolve these minor discrepancies and to bring the property into compliance the applicant is making the aforementioned requests.

**Staff Analysis**

Section 7.01 of the City of Sweetwater Code governs nonuse variances and provides specific standards which state that:

1) The request(s) for a nonuse variance should not be detrimental to the neighborhood. It is staff's opinion that the requested setback variances would not have a negative impact on its neighborhood, its aesthetics or its property values. In fact, this is an existing condition.
2) It will not increase the danger of fire, or other hazard to the public. There are no life and safety conditions of the property affected as a result of granting the requested variances. The requested setbacks will not have an effect on these matters.
3) It will not substantially diminish property values in, nor alter the character of, the area surrounding the site. It is staff's opinion that by grating these variances, there will be no adverse effect on the value, character and wellbeing of the abutting residences. The structures for which the variances are sought blend well with the character of the neighborhood in which they are located.
4) That the proposed variance is in harmony with the general intent of the City Code and the relevant subject areas of the City Code. Staff concurs that said variances would not have a negative effect nor be in conflict with the general intent of the City Code, because the one of request is for an almost diminimus distance, and the other is non-invasive. The intent of the distance requirements is to ensure adequate distance between buildings in a neighborhood. Staff believes that this intent is being met.

**Site Plan:**

Staff reviewed the Site Plan submitted and found that it meets all area and bulk requirements of the Code, with the exception of the variances being sought. If the variances are granted, then the applicant will have a legally approved Site Plan.

The existing lot is a legal non-conforming lot of record by virtue of its size. Residential lots are required to be a minimum of 7,500 sq ft and the subject property is 6,120 sq ft. This is a typical condition in the general area.

**Staff Recommendation**

Based on the aforementioned variance criteria as prescribed in Section 7.01.02(A), and given the circumstances surrounding the property in question, staff recommends approval of the requested nonuse setback variances.

Additionally, staff reviewed the attached property site plan pursuant to the developments standards set forth in sections 4.1 and 9.04.00 of the City of Sweetwater's Zoning Code and recommends approval of the site plan as well.

# City of Sweetwater

APPLICATION FOR NON-USE VARIANCE PAGE 3

ADDRESS: 621 SW 104 AVENUE SWEETWATER, FL 33174 FOLIO# 25-4005-006-0490

ZONING DIRECTOR'S RECOMMENDATION:

I, CARLOS LANZA, BUILDING AND ZONING DIRECTOR OF THE CITY OF SWEETWATER HEREBY RECOMMEND: APPROVAL OF THIS REQUEST WITH THE FOLLOWING CONDITION(S):

Applicant shall comply Public Works & Floodplain Review comments.

CARLOS LANZA, RA
BUILDING AND ZONING DIRECTOR

DATE: 4/2/15

Holland & Knight

701 Brickell Avenue, Suite 3300 | Miami, FL 33131 | T 305.374.8500 | F 305.789.7799
Holland & Knight LLP | www.hklaw.com

Alberto J. Torres
305 789 7744
alberto.torres@hklaw.com

April 8, 2015

VIA HAND DELIVERY

Carlos Lanza, RA
Building & Zoning Director
City of Sweetwater
1701 N.W. 112th Avenue, Unit 102
Sweetwater, Florida 33174

**RE: Amended Letter of Intent / Residential Application for Non-Use Variance and Site Plan Review / Property located at 621 S.W. 104th Avenue, Sweetwater, Florida (the "Property")**

Dear Mr. Lanza:

This shall serve as our Amended Letter of Intent on behalf of Jose M. Diaz (the "Applicant") in connection with the previously submitted residential application for non-use variance and Application for Site Plan Review in connection with that certain property located at 621 S.W. 104th Avenue in Sweetwater, Florida (the "Property"). The purpose of the applications is to request the approval of certain non-use variances previously approved by the Planning and Zoning Board on July 14, 2010, and currently in expired status, and an additional setback variance reflected on the plans submitted in support of the Applications. The purpose of the non-use variance requests is to permit the maintenance and continued use of an addition to the rear of the existing residence and an existing accessory building in the rear yard area of the Property. Accordingly, the Applicant respectfully requests the approval of the following requests:

1. Non-use variance to permit a covered terrace addition (converted to family room) setback a minimum of 5.57' (20' required; previously approved) from the rear (east) property line; and

2. Non-use variance to permit an accessory building (game room) setback a minimum of 5.00' (7.5' required; previously approved) from the rear (east) property line, and setback a minimum of 4.80 feet (6 feet required; 5 feet previously approved) from the interior side (north) property line.

# City Of Sweetwater

Date: ____/_____/_____
Zoning _R_

Residential Application For: **Non Use Variance**
**IX)** Application fee: **$1,375.00** as a result of violation **$2,750.00**
**(SINGLE FAMILY LOT ARE EXEMPT FROM THIS FEE)**
**III)** Residential single lot: **$1,200.00**

**IV) (See Site Plan Application)** Use Variance shall be granted or denied in conjunction with application for Site Plan Review.
**A.** Residential single lot **$400.00**
**C.** Residential parcel greater than ¼ in acre: **$4,100.00 + $145.00**/unit

Applicant(s): _Jose M. Diaz_____
Print or Type Name of Applicant (s) as shown on Deed
Mailing Address: _621 SW 104 Avenue, Sweetwater, Florida 33173-1739_____
Folio #: _25-4005-006-0490_____
Phone #: _c/o Juan J. Mayol, Jr., Esq., at 305-789-7787_____
Project Name (if applicable) _N/A_____
Location: _Refer to mailing address_____

Legal Description of property: _Lot 9, Block 3, of Grand Canal Subdivision, according to the Plat thereof, as recorded in Plat Book 100, at Page 83, of the Public Records of Miami-Dade County, Florida._____

Three (3) weeks prior to the next Planning and Zoning Meeting the following documents are required to be submitted to the city:

_X_ Survey (1 year old or Less) _X_ Plans / Site Plan
_X_ Proof of Ownership and/ or Lease Contract
_X_ Ownership Affidavits/Consent Form (on form provided by city)
N/A Disclosure of Interest
_X_ A statement as of to the reason for requested Variance (Letter of Intent)
_X_ A complete List and Labels of all Property Owners, mailing address and Legal Descriptions for all Property within three Hundred (300) feet of the subject parcel as Recorded in the latest official tax rolls in Dade County.
_X_ Affidavit of list

_____*Filing Fees (Receipt # _____ Date: _____

_____*Note: Filing Fee is not refundable, whether this request is granted or denied

**Application for:** NON USE VARIANCE

The undersigned, request a hearing before the Planning and Zoning Board of the City of Sweetwater, to request approval of the following:

To legalize the setback dimension between the existing accessory structure (game room) and the interior side (north) property line. The accessory structure is setback varying from 4.80' to 5' (6' required; 5' previously approved).

The reason for the requesting this Non Use Variance is the following:

An updated survey of the property has revealed that a portion of the accessory structure (game room) is located approximately ±2 inches closer to the interior side (north) property line than the distance that was previously approved by the Planning & Zoning Board.

Signature of Applicant(s) and

Sworn to and Subscribed before me this 19 day of February, 2015.

Blanca L Lacayo

Notary Public State of Florida

My Commission Expires:

Sworn to and Subscribed before me this 19 day of February, 2015.

Blanca L Lacayo

Notary Public State of Florida

My Commission Expires:

BLANCA L. LACAYO
Notary Public - State of Florida
My Comm. Expires July 31, 2015
Commission # EE 192827

**Application for:** **NON USE VARIANCE**

**Address:** 621 SW 104 Avenue, Sweetwater , Florida 33173-1739

**FOR OFFICE USE ONLY**

Zoning Director's Recommendation:

I, Carlos Lanza, Building and Zoning Director of the City of Sweetwater, do hereby recommend:_____ of this Request with the following condition(s):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

**Carlos Lanza**, Building & Zoning Director

Date: ___/___/_____

Individual

# City Of Sweetwater
## Ownership Affidavit

State of Florida

County of Dade

I, Jose M. Diaz, being duly sworn, depose and say that I am the legal owner of record of the property which is the subject matter of the proposed hearing.

THIS AFFIDAVIT IS SUBJECT TO PENALTIES OF LAW FOR PERJURY AND TO POSSIBLE VOIDING OF ANY ZONING ACTION GRANTED AT A PUBLIC HEARING.

X _____

Jose M. Diaz
(Print Name)

The foregoing Instrument was acknowledged before me this 19 day of February, 2015 by Jose M. Diaz
Who is personally known to me or who has produced D.L.
As identification and who did take an oath.

Blanca L Lacayo
NOTARY PUBLIC

My commission expires:

Print Name: Blanca L Lacayo

BLANCA L LACAYO
Notary Public - State of Florida
My Comm. Expires Jun 21, 2016
Commission # EE 192827

## Application For Site Plan Review

S 05 T 54 R 40

Zoning District: R

(1) Applicant's Name: Jose M. Diaz
Address: 621 SW 104 Avenue
City Sweetwater State: Florida Zip: 33174-1739
Phone: Fax: Email:

(2) Property Owner's Name: Same as above Applicant
Address:
City: State: Zip:
Phone: Fax: Email:

(3) Contact Person Name: Juan J. Mayol, Jr., Esq.
Address: 701 Brickell Avenue, Suite 3300
City: Miami State: Florida Zip: 33131
Phone: 305-789-7787 Fax: 305-679-6302 Email: juan.mayol@hklaw.com

(4) Name of plan:
No. of Sheets: No. of Units Date of Plans
Prepared by:
Proposed Use:

(5) Development Type: Addition to a single-family residence
Address Or Location of Property: 621 SW 104 Avenue, Sweetwater, Florida 33174-1739

(6) Size Of Property: ±6,120 sq. ft.

(7) Legal Description of Property: Lot 9, Block 3, of Grand Canal Subdivision, according to the Plat thereof, as recorded in Plat Book 100, Page 83, of the Public Records of Miami-Dade County, Florida.

(8) Description of proposed project:

To legalize the setback dimension between the existing accessory structure (game room) and the interior side (north) property line. The accessory structure is setback varying from 4.80' to 5' (6' required; 5' previously approved).

## Applicant's Affidavit

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

---

## Owner Or Tenant Affidavit

I, Jose M Diaz being first duly sworn, depose and say that I am the X owner___ tenant of the property described and which is the subject matter of the proposed hearing.

Signature

BLANCA L LACAYO
Notary Public - State of Florida
My Comm. Expires Jun 21, 2016
Commission # EE 192827

Signature

Sworn to and subscribed to before me
This 19 day of February 2015.

Notary Public: Blanca L Lacayo
Commission Expires:

---

## Corporation Affidavit

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

Attest:_____

_____
Authorize Signature

(CORP. Seal)

_____
Office Held

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

Notary Public:_____
Commission Expires:

---

## Partnership Affidavit

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

_____
(Name of Partnership)

By _____%

By _____%

By _____%

By _____%

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

Notary Public:_____
Commission Expires:

---

## Attorney Affidavit

I, Juan J. Mayol, Jr., Esq., being first duly sworn, depose and say that I am a State of Florida attorney at Law, and I am the Attorney for the owner of the property described and which the subject matter of the proposed hearing is.

_____
Signature

Sworn to and subscribed to before me
This _____ day of _____, 2015.

Notary Public:_____
Commission Expires:

# OWNERSHIP AFFIDAVIT
# FOR
# INDIVIDUAL

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared Jose M. Diaz, herein after the Affiant(s), who being first duly sworn by me, on oath, depose and say:

1. Affiant is the fee owner of the property that is the subject of the application.

2. The subject property is legally described as:

   Lot 9, Block 3, of Grand Canal Subdivision, according to the Plat thereof, as recorded in Plat Book 100, at Page 83, of the Public Records of Miami-Dade County, Florida.

3. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning approval granted.

Witnesses:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

Affiant's signature

_____
Print Name

Sworn to and subscribed before me on the 19 day of February, 2015. Affiant is personally known to me or has produced D.L. as identification

Blanca L Lacayo
Notary Public-State of Florida

(Stamp/Seal)

BLANCA L LACAYO
Notary Public - State of Florida
My Comm. Expires Jun 21, 2016
Commission # EE 192827

Commission Expires:

LABELS (copies)
~~LABELS~~
mailed 5/08/15

# Holland & Knight

Holland & Knight LLP | www.hklaw.com

Alberto J. Torres
305-789-7744
alberto.torres@hklaw.com

April 2, 2015

**VIA HAND DELIVERY**

Mr. Carlos Lanza
Building and Zoning Director
City of Sweetwater
1701 N.W. 112th Avenue, Unit 102
Sweetwater, Florida 33174

**RE: Mr. Jose M. Diaz**

Dear Mr. Lanza:

Enclosed please find an ownership list, map and mailing labels for the requisite public hearing notices in connection with the zoning application by Mr. Jose M. Diaz.

Please do not hesitate to contact me at (305) 789-7744 if you have any questions regarding the subject matter.

Sincerely,

Holland & Knight LLP

Alberto J. Torres

Alberto J. Torres
Land Use Consultant

AJT/sf
Enclosures

Cc: Juan J. Mayol, Jr., Esq.

#35126017_v1

The Zoning
Specialists Group, Inc.

**April 1, 2015**

**City of Sweetwater**
**Planning & Zoning Department**
**500 SW 109th Avenue**
**Miami, FL 33174**

**RE: Property Owners List within 300 feet of:**

**LEGAL DESCRIPTION:**
Lot 9, Block 3, **GRAND CANAL SUBDIVISION,** according to the Plat thereof, as recorded in Plat Book 100, at Page 83 of the Public Records of Miami-Dade County, Florida.
**LOCATION:** 621 SW 104th Avenue, Sweetwater, FL 33174
**FOLIO NO.** 25-4005-006-0490
**PREPARED FOR: HOLLAND & KNIGHT LLP.**
**ORDER NO.:** 150401

**TOTAL NO. OF LABELS WITHOUT REPETITION: 56**

This is to certify that the attached ownership list, map and mailing matrix is a complete and accurate representation of the real estate property and property owners within 300 feet of the subject property listed above. This reflects the most current records on the file in Miami-Dade County Tax Assessor's Office.

Sincerely,
**THE ZONING SPECIALISTS GROUP, INC.**

Jose F. Lopez, P.S.M. #3086



7729 NW 146th Street • Miami Lakes, FL 33016
Phone: 305 828-1210
www.thezoningspecialistsgroup.com

## PROPERTY OWNERS LIST

**THE FOLLOWING ARE PROPERTY OWNERS WITHIN A 300-FOOT RADIUS FROM THE FOLLOWING LEGALLY DESCRIBED PROPERTY:**
**LEGAL DESCRIPTION:**
Lot 9, Block 3, **GRAND CANAL SUBDIVISION,** according to the Plat thereof, as recorded in Plat Book 100, at Page 83 of the Public Records of Miami-Dade County, Florida.
**LOCATION:** 621 SW 104th Avenue, Sweetwater, FL 33174
**FOLIO NO.** 25-4005-006-0490
**PREPARED FOR: HOLLAND & KNIGHT LLP.**

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|---|---|
| 5 54 40 .14 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 375Fts & 149.27Ft w Of NE Cor Of Tr 11 Blk 3 W60ft S100ft E60ft N100ft To POB /Aka Lot8 Blk 2 Per Westwood Manor U-R Plat<br>Property Address: 10427 6 St SW<br>Folio No. 2540050010717 | Juan A Molerio & W Bertha<br>10202 SW 1st St<br>Miami, FL 33174-1787 |
| 5 54 40 .14 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 375Fts & 89.27Ft w Of NE Cor Of Tr 11 Blk 3 W60ft S100ft E60ft N100ft To POB /Aka Lot9 Blk 2 Per Westwood Manor U-R Plat<br>Property Address: 10415 6 St SW<br>Folio No. 2540050010718 | Luis Valdes & W Nereyda<br>10415 SW 6th St<br>Miami, FL 33174-1611 |
| 5 54 40 .14 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 375Fts & 25Ft W Of NE Cor Of Tr 11 Blk 3 W64.27Ft M/L S100ft E64.26Ft N100ft To POB /AKa Lot 10 Blk 2 Per Westwood Manor U-R Plat<br>Property Address: 10405 6 St SW<br>Folio No. 2540050010719 | Daniel O Malley<br>PO Box 227175<br>Miami, FL 33222-7175 |
| 5 54 40 .147 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 625Fts & 25FT w Of NE Cor Tr 11 W64.25Ft N100ft E64.26Ft S100ft To POB /Aka Lot 1 Blk3 Westwood Manor U-R Plat<br><br>Property Address: 10404 6 St SW<br>Folio No. 2540050010720 | Efrain B & Efrain Jr Santana & Damaris Travieso Jtwros<br>10404 SW 6th St<br>Miami, FL 33174-1621 |
| 5 54 40 .14 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 525Fts & 89.26Ft w Of NE Cor Of Tr 11 Blk 3 W60ft S100ft E60ft N100ft To POB /Aka Lot2 Blk 3 Per Westwood Manor U-R Plat/<br>Property Address: 10418 6 St SW<br>Folio No. 2540050010721 | Felicia M Cortes Jtrs Nelis Sans Jtrs<br>10418 SW 6th St<br>Miami, FL 33174-1621 |
| 5 54 40 .14 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 525Fts & 120FTe Of NW Cor Of Tr 11 S100ft E60ft N100ft W60ft To POB /Aka Lot 3 Blk 3 Per Westwood Manor Ur Plat/ Blk 3<br>Property Address: 10428 6 St SW<br>Folio No. 2540050010722 | Roberto Cruz & W Ana M<br>10428 SW 6th St<br>Miami, FL 33174-1621 |

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| 5 54 40 .14 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 525Fts & 209.26Ft w Of NE Cor Of Tr 11 Blk 3 W60ft S100ft E60ft N100ft To POB /Aka Lot4 Blk 3 Per Westwood Manor U-R Plat/<br>Property Address: 10434 6 St SW<br>Folio No. 2540050010723 | Jpmorgan Chase Bank National Assn<br>10790 Rancho Bernardo Rd<br>San Diego, CA 92127-5705 |
| 5 54 40 .14 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 625Fts & 269.26Ft w Of NE Cor Of Tr 11 Blk 3 W60ft S100ft E60ft N100ft To POB /Aka Lot6 Blk 3 Per Westwood Manor U-R Plat<br>Property Address: 10445 7 St SW<br>Folio No. 2540050010725 | Adela E Labrador Est Of<br>10445 SW 7th St<br>Miami, FL 33174-1662 |
| 5 54 40 .14 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 625Fts & 209.26Ft w Of NE Cor Of Tr 11 Blk 3 W60ft S100ft E60ft N100ft To POB /Aka Lot7 Blk 3 Per Westwood Manor U-R Plat<br>Property Address: 10435 7 St SW<br>Folio No. 2540050010726 | Hector Basulto & W Miriam<br>10435 SW 7th St<br>Miami, FL 33174-1662 |
| 5 54 40 .14 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 625Fts & 120FTe Of NW Cor Of Tr 11 S100ft E60ft N100ft W60ft To POB /Aka Lot 8 Blk 3 Per Westwood Manor Ur Plat/ Blk 3<br>Property Address: 10425 7 St SW<br>Folio No. 2540050010727 | Eloy D Febles & W Paula<br>& Julio C Febles<br>10425 SW 7th St<br>Miami, FL 33174-1662 |
| 5 54 40 .14 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 625Fts & 89.25F tw Of NE Cor Tr 11 W60ft S100ft E60ft N100ft To POB /Aka Lot 9 Blk 3 WEstwood Manor U-R Plat<br>Property Address: 10415 7 St SW<br>Folio No. 2540050010728 | Veronica Sosa<br>10415 SW 7th St<br>Miami, FL 33174-1662 |
| 5 54 40 .147 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 625Fts & 25FT w Of NE Cor Tr 11 W64.25Ft S100ft E64.25Ft N100ft To POB /Aka Lot 10 BlK 3 Westwood Manor U-R Plat<br>Property Address: 10405 7 St SW<br>Folio No. 2540050010729 | Eladio M Castillo & W Francisca<br>& Eladio J Castillo & Maria Montero<br>10405 SW 7th St<br>Miami, FL 33174-1662 |
| 5 54 40 PB 1-19 Richardson Kellett Land Cos Sub Beg 875Fts & 25Ftw Of NE Cor Tr 11 W60ft N100ft E60ft S100ft To POB /Aka Lot 1 Blk 4 Westwood MaNor U-R Plat<br>Property Address: 10406 7 St SW<br>Folio No. 2540050010730 | Martha E Rivas<br>10406 SW 7th St<br>Miami, FL 33174-1662 |
| 5 54 40 PB 1-19 Richardson Kellett Land Cos Sub Beg 875Fts & 85Ftw Of NE Cor Tr 11 W60ft N100ft E60ft S100ft To POB /Aka Lot 2 Blk 4 Westwood MaNor U-R Plat<br>Property Address: 10414 7 St SW<br>Folio No. 2540050010731 | Rosa Rojas Le Rem Eileen C Rojas<br>Rem Antonio Rojas<br>10414 SW 7th St<br>Miami, FL 33174-1662 |

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|---|---|
| 5 54 40 .14 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 875Fts & 145FT w Of NE Cor Tr 11 W60ft N100ft E60ft S100ft To POB /Aka Lot 3 Blk 4 WesTwood Manor U-R Plat<br><br>Property Address: 10424 7 St SW<br>Folio No. 2540050010732 | Luis M Pinero Blanca N Pinero<br>Luis J Pinero<br>10424 SW 7th St<br>Miami, FL 33174-1662 |
| 5 54 40 .14 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 875Fts & 205FT w Of NE Cor Tr 11 W60ft N100ft E60ft S100ft To POB /Aka Lot 4 Blk 4 WesTwood Manor U-R Plat<br>Property Address: 10434 7 St SW<br>Folio No. 2540050010733 | Rosa Solana<br>10434 SW 7th St<br>Miami, FL 33174-1662 |
| 5 54 40 .147 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 875Fts & 265Ft w Of NE Cor Tr 11 Nwly66.13Ft N86.78Ft E64.25Ft S100ft To POB /Aka Lot5 Blk 4 Westwood Manor U-R Plat/ Blk 3<br>Property Address: 10444 7 St SW<br>Folio No. 2540050010734 | Yipsi Gonzalez<br>10444 SW 7th St<br>Miami, FL 33174-1662 |
| 5 54 40 0.138 Ac M/L PB 1-19 Richardson Kellett Land Cos Sub Comm At NE Cor Tr 11 Blk 3 S875ft W205ft To POB Cont W60ft S100ft E60ft N100ft To POb /Aka Lot 7 Blk 4 Westwood Manor U-R Plat<br><br>Property Address: 10435 7 Ter SW<br>Folio No. 2540050010736 | Alfredo Leizan & W Nelly<br>& Carlos A Leizan Jtrs<br>10435 SW 7th Ter<br>Miami, FL 33174-1616 |
| 5 54 40 0.138 Ac M/L PB 1-19 Richardson Kellett Land Cos Sub Comm At NECor Tr 11 Blk 3 S875ft W145ft To POB Cont W60ft S100ft E 60Ft N100ft ToPOB /Aka Lot 8 Blk 4 Westwood Manor U-R Plat<br>Property Address: 10425 7 Ter SW<br>Folio No. 2540050010737 | Miguel Benitez & W Daysi C<br>10415 SW 7th Ter<br>Miami, FL 33174-1616 |
| 5 54 40 0.138 Ac M/L PB 1-19 Richardson Kellett Land Cos Sub Comm At NE Cor Tr 11 Blk 3 S875ft W85ft To POB Cont W60ft S100ft E 60Ft N100ft To POb Aka Lot 9 Blk 4 Westwood Manor U-R Plat<br>Property Address: 10415 7 Ter SW<br>Folio No. 2540050010738 | Dignalia Pinero<br>10415 SW 7th Ter<br>Miami, FL 33174-1616 |
| 5 54 40 0.138 Ac M/L PB 1-19 Richardson Kellett Land Cos Sub Comm At NE Cor Tr 11 Blk 3 S875ft W25ft To POB W60ft S100ft E35ft To Pt Curve To LeFt NEly Alg Curve 39.25Ft M/L N75ft To POB /Aka Lot 10 Blk 4 Westwood MaNor U-R Pl<br>Property Address: 10405 7 Ter SW<br>Folio No. 2540050010739 | Benito B Pestano Maria Elena Pestano<br>10405 SW 7th Ter<br>Miami, FL 33174-1616 |
| 5 54 40 .24 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 1025Fts Of NE Cor Of Tr 11 Blk 3 W66.04Ft S155.82Ft M/L E66.04Ft M/L N155.82Ft To POB /Aka Lot 1 Blk 5 Per Westwood Manor U-R Plat<br>Property Address: 10406 7 Ter SW<br>Folio No. 2540050010740 | Magaly A Hernandez<br>10406 SW 7th Ter<br>Miami, FL 33174-1617 |

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| 5 54 40 .24 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 1025Fts & 66.04Ft w Of NE Cor Of Tr 11 W65.80Ft S155.82Ft M/L E65.80Ft N155ft M/L To POb /Aka Lot 2 Blk 5 Per Westwood Manor Ur Plat/ Blk 3<br>Property Address: 10420 7 Ter SW<br>Folio No. 2540050010741 | Michael Lima<br>10420 SW 7th Ter<br>Miami, FL 33174-1617 |
| 5 54 40 .24 Ac PB 1-19 Richardson Kellett Land Cos Sub Beg 1025Fts & 131.84Ft w Of NE Cor Of Tr 11 W65.80Ft S154ft M/L E65.80Ft N155ft M/L To POB /Aka Lot 3 Blk 5 Per Westwood Manor Ur Plat/ Blk 3<br>Property Address: 10430 7 Ter SW<br>Folio No. 2540050010742 | Rafael C Frias & W Antonia<br>10430 SW 7th Ter<br>Miami, FL 33174-1617 |
| 5 54 40 .21 Ac Richardson-Kellett PB 1-19 E70ft Of W165ft Of S127.75Ft OF N817.75Ft Of Tr 13 Blk 3 /Aka Lot 14 Per U-R Plat Of Glenridge Ests<br>Property Address: 10327 7 St SW<br>Folio No. 2540050010815 | Robiel Rodriguez Arianna Gonzalez<br>10327 SW 7th St<br>Miami, FL 33174-1720 |
| 5 54 40 .21 Ac Richardson-Kellett PB 1-19 E70ft Of W95ft Of S127.75Ft M/L Of N817.75Ft Of Tr 13 Blk 3 /Aka Lot 15 Glenridge Ests U-R<br>Property Address: 10337 7 St SW<br>Folio No. 2540050010816 | Frank D Marcos Zulema Marcos<br>10337 SW 7th St<br>Miami, FL 33174-1771 |
| Grand Canal Sub PB 100-83 Lot 16 Blk 2<br>Property Address: 10353 6 St SW<br>Folio No. 2540050060360 | Isidra Mojica<br>10353 SW 6th St<br>Miami, FL 33174-1759 |
| Grand Canal Sub PB 100-83 Lot 17 Blk 2<br>Property Address: 10363 6 St SW<br>Folio No. 2540050060370 | Francisco Pena & Mavy Pena<br>10363 SW 6th St<br>Miami, FL 33174-1759 |
| Grand Canal Sub PB 100-83 Lot 18 Blk 2<br>Property Address: 10373 6 St SW<br>Folio No. 2540050060380 | Fernando Ochoa & W Mirta O<br>10373 SW 6th St<br>Miami, FL 33174-1759 |
| Grand Canal Sub PB 100-83 Lot 19 Blk 2<br>Property Address: 10383 6 St SW<br>Folio No. 2540050060390 | Mirtala Claveria & Maria Gonzalez<br>10383 SW 6th St<br>Miami, FL 33174-1759 |
| Grand Canal Sub PB 100-83 Lot 20 Blk 2<br>Property Address: 511 104 Ave SW<br>Folio No. 2540050060400 | Raul Delgado & W Amalia<br>511 SW 104th Ave<br>Miami, FL 33174-1737 |
| Grand Canal Sub PB 100-83 Lot 1 Blk 3<br>Property Address: 10364 6 St SW<br>Folio No. 2540050060410 | Jose A Prieto & W Marisol<br>10124 SW 2nd Ter<br>Miami, FL 33174-4803 |
| Grand Canal Sub PB 100-83 Lot 2 Blk 3<br>Property Address: 10354 6 St SW<br>Folio No. 2540050060420 | Miguel E Rodriguez & W Guadalupe<br>10354 SW 6th St<br>Miami, FL 33174-1770 |

Grand Canal Sub PB 100-83 Lot 3 Blk 3
Property Address: 10344 6 St SW
Folio No. 2540050060430

Grand Canal Sub PB 100-83 Lot 4 Blk 3
Property Address: 612 103 Ct SW
Folio No. 2540050060440

Grand Canal Sub PB 100-83 Lot 5 Blk 3
Property Address: 605 104 Ave SW
Folio No. 2540050060450

Grand Canal PB 100-83 Lot 6 Blk 3
Property Address: 611 104 Ave SW
Folio No. 2540050060460

Grand Canal PB 100-83 Lot 7 Blk 3
Property Address: 622 103 Ct SW
Folio No. 2540050060470

Grand Canal Sub PB 100-83 Lot 8 Blk 3
Property Address: 632 103 Ct SW
Folio No. 2540050060480

Grand Canal Sub PB 100-83 Lot 9 Blk 3
Property Address: 621 104 Ave SW
Folio No. 2540050060490

Grand Canal Sub 100-83 Lot 10 Blk 3
Property Address: 10361 7 St SW
Folio No. 2540050060500

Grand Canal Sub 100-83 Lot 11 Blk 3
Property Address: 10351 7 St SW
Folio No. 2540050060510

Grand Canal Sub PB 100-83 Lot 12 Blk 3
Property Address: 10341 7 St SW
Folio No. 2540050060520

Grand Canal Sub PB 100-83 Lot 1 Blk 4

Property Address: 751 104 Ave SW
Folio No. 2540050060530

Grand Canal Sub PB 100-83 Lot 2 Blk 4
Property Address: 10370 7 St SW
Folio No. 2540050060540

Yelba L Diaz & H Julio C Gonzalez
10344 SW 6th St
Miami, FL 33174-1770

Xiomara Aular
612 SW 103rd Ct
Miami, FL 33174-1748

Ruben Corzo Alex Corzo
605 SW 104th Ave
Miami, FL 33174-1739

Lucy Castro
611 SW 104th Ave
Miami, FL 33174-1739

Alexander Castaneira & W Himilce F
13348 SW 32nd St
Miami, FL 33175-7145

Manuel Cebey
632 SW 103rd Ct
Miami, FL 33174-1748

Jose M Diaz & W Beatriz
621 SW 104th Ave
Miami, FL 33174-1739

Elina Rodriguez Est Of
10361 SW 7th St
Miami, FL 33174-1786

Joniel Diaz Ashley Diaz
10351 SW 7th St
Miami, FL 33174-1786

Jesus Padron Jr
10341 SW 7th St
Miami, FL 33174-1771

Francisco J Hernandez Guasch Jtrs
Juliet Castro Ortiz Jtrs Jose L Castro
751 SW 104th Ave
Miami, FL 33174 1741

Tania Carbonell & H Enrique J Ruiz
10370 SW 7th St
Miami, FL 33174-1721

Grand Canal Sub PB 100-83 Lot 3 Blk 4
Property Address: 10360 7 St SW
Folio No. 2540050060550

Humberto Neyra
14116 SW 160th Ave
Miami, FL 33196-6455

Grand Canal Sub PB 100-83 Lot 4 Blk 4
Property Address: 10350 7 St SW
Folio No. 2540050060560

Ernesto Garcia & W Ana
10350 SW 7th St
Miami, FL 33174-1721

Grand Canal Sub PB 100-83 Lot 5 Blk 4
Property Address: 753 103 Pl SW
Folio No. 2540050060570

Paz Sanchez
753 SW 103rd Pl
Miami, FL 33174-1734

Grand Canal Sub 100-83 Lot 6 Blk 4
Property Address: 763 103 Pl SW
Folio No. 2540050060580

Rolando Martin
763 SW 103rd Pl
Miami, FL 33174-1734

Grand Canal Sub 100-83 Lot 7 Blk 4
Property Address: 772 103 Pl SW
Folio No. 2540050060590

Ricardo A Acevedo Beatriz E Acevedo
772 SW 103rd Pl
Miami, FL 33174-1734

Grand Canal Sub PB 100-83 Lot 8 Blk 4 Less N52ft Of W25ft
Property Address: 762 103 Pl SW
Folio No. 2540050060600

Dalia Hernandez
762 SW 103rd Pl
Miami, FL 33174-1734

Grand Canal Sub PB 100-83 Lot 1 Blk 5
Property Address: 603 103 Ct SW
Folio No. 2540050060610

Raul Alvarez
603 SW 103rd Ct
Miami, FL 33174-1747

Grand Canal Sub PB 100-83 Lot 2 Blk 5
Property Address: 613 103 Ct SW
Folio No. 2540050060620

Hector Fernandez & W Iracema
613 SW 103rd Ct
Miami, FL 33174-1747

Grand Canal Sub PB 100-83 Lot 3 Blk 5
Property Address: 10324 6 St SW
Folio No. 2540050060630

Catalino R Rodriguez
10324 SW 6th St
Miami, FL 33174-1760

Cormen Subdivision PB 165-026 T-21406 Lot 1 Blk 1
Property Address: 750 103 Path SW
Folio No. 2540050500010

Angela Armas
750 SW 103rd Path
Miami, FL 33174-1701

Cormen Subdivision PB 165-026 T-21406 Lot 2 Blk 1
Property Address: 760 103 Path SW
Folio No. 2540050500020

Osvaldo G Perez Carmen Perez
760 SW 103rd Path
Miami, FL 33174-1701

# 300-FOOT RADIUS MAP OF:

**LEGAL DESCRIPTION:**
Lot 9, Block 3, **GRAND CANAL SUBDIVISION**, according to the Plat thereof, as recorded in Plat Book 100, at Page 83 of the Public Records of Miami-Dade County, Florida.

**LOCATION: 621 SW 104 Avenue, Sweetwater, FL 33174**

**FOLIO NO.** 25-4005-006-0490

**PREPARED FOR:** HOLLAND & KNIGHT LLP.

**ORDER NO.:** 150401

**DATE: April 1, 2015**

N
W E
S

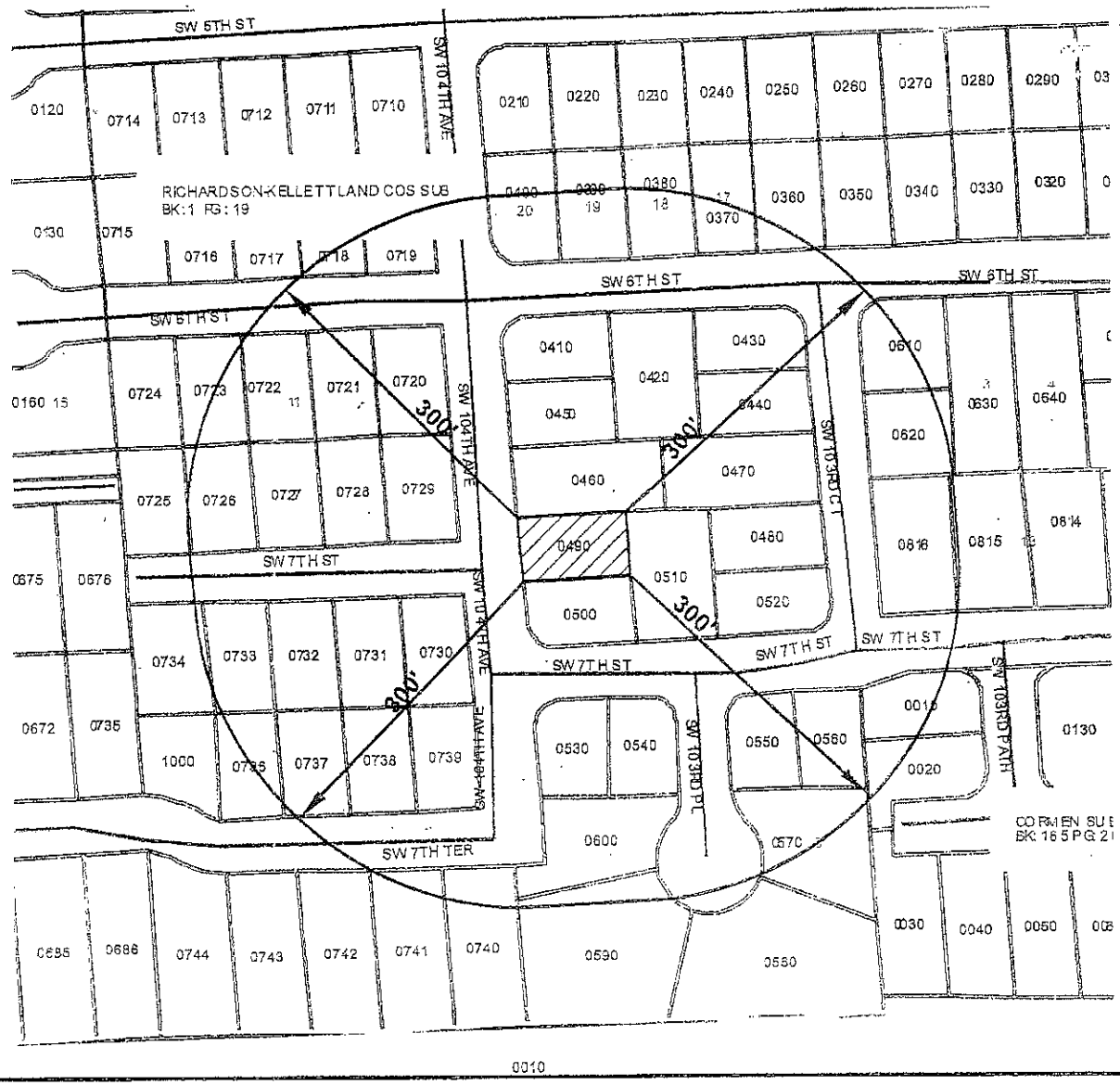
**SCALE: 1"= 100'**

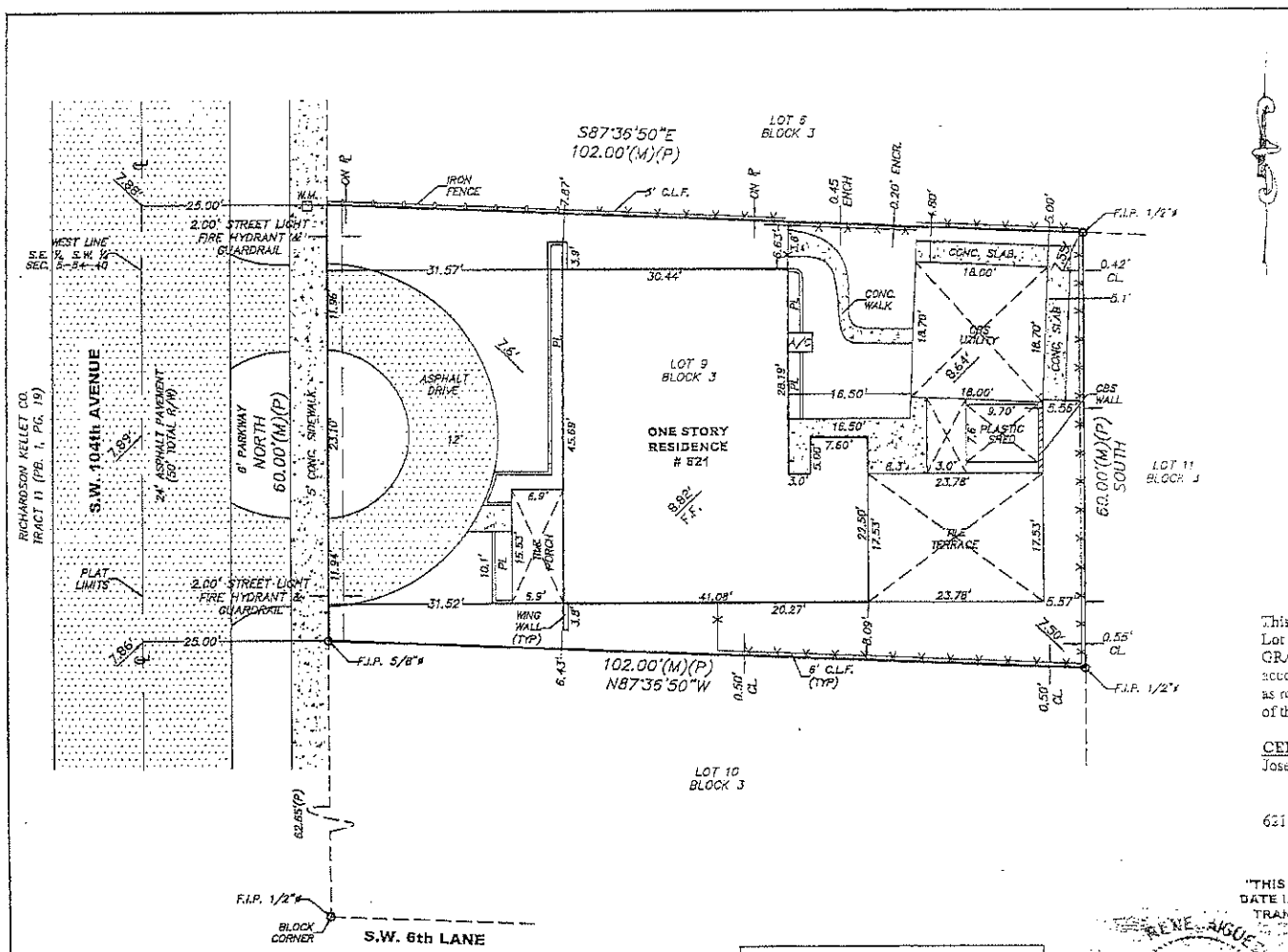

The Zoning Specialists Group, Inc.
7729 NW 146th Street
Miami Lakes FL 33016
Ph: (305)828-1210
www.thezoningspecialistsgroup.com


**I HEREBY CERTIFY:** That all the properties shown herein are lying within a 300-foot radius from all boundary lines of the subject property.

BY: _____
JOSE F. LOPEZ, P.S.M.
Professional Surveyor & Mapper
No. 3086, State of Florida.

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






NOTE:
a) Underground utilities, foundations and other improvements were not located.
b) Encroachments, if any, are not located.
c) Elevations, if shown, are based on N.G.V.D. 1929.
d) Bearings, if shown, are based on Plat Meridian (reference) NORTH ℄ S87°36'50"E.
e) Dimensions shown are as measured and record, unless otherwise noted.
f) Distance along boundary are based and measured unless otherwise noted.
g) The graphic content of this document are intended to be displayed at the graphic scale as designated. Scale Bars may be altered in length due to reproduction, resizing, or modification of the original document.
h) Accuracy: The accuracy of this survey meets the requirements of the Minimum Technical Standards (61G17-6 F.A.C.), for Subdivisions. The Minimum relative distance accuracy for the type of boundary survey is 1 foot in 7,500 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
i) Contact the appropriate authorities prior to any excavation or construction on the herein described parcel for building, zoning, dedication and other purposes.

LEGEND

| | |
|---|---|
| A | = Arc |
| ASPH | = Asphalt |
| B/M | = Benchmark |
| BRG | = Bearing |
| CB | = Catch Basin |
| CBS | = Concrete Block Structure |
| CH | = Chord |
| Chord | = Chord Bearing |
| ℄ | = Center Line |
| CLF | = Chain Link Fence |
| CL | = Clear |
| CONC. | = Concrete |
| D | = Delta |
| Ø | = Diameter |
| DH | = Drill Hole |
| DME | = Drainage & Maintenance Easement |
| E.B. | = Electric Box |
| Encr. | = Encroachment |
| F.F. | = Finished Floor |
| F.H. | = Fire Hydrant |
| F.I.R. | = Found Iron Rebar |
| FPL | = Florida Power & Light |
| F.I.P. | = Found Iron Pipe |
| FD. | = Found |
| L.P. | = Light Pole |
| M | = Measured |
| M.F. | = Metal Fence |
| N.H. | = Nail & Disc |
| ℄ | = Monument Line |
| MON. | = Monument |
| N/A | = Not Applicable |
| N/D | = Nail & Disc |
| NTS | = Not to Scale |
| O/S | = Offset |
| O.U.E. | = Overhead Utility Lines |
| O/H | = Overhang |
| P | = Plat |
| PB | = Plat Book |
| PC | = Point of Curvature |
| P.C.C. | = Point of Compound Curvature |
| PCP | = Permanent Control Point |
| PC | = Page |
| P.I. | = Point of Int |
| P.L. | = Property Line |
| PL | = Plaster |
| P.O.B. | = Point of Beginning |
| P.O.C. | = Point of Commencement |
| P.P. | = Power Pole |
| P.R.M. | = Permanent Reference Monument |
| P.R.C. | = Point of Reverse Curvature |
| PT | = Point of Tangency |
| R | = Radius |
| R/R | = Railroad |
| PSM | = Professional Surveyor Mapper |
| R/W | = Right-of-Way |
| SWK | = Sidewalk |
| Sec. | = Section |
| (TYP) | = Typical |
| T | = Tangent |
| U.E. | = Utility Easement |
| W.F. | = Wood Fence |
| W.M. | = Water Meter |
| W.V. | = Water Valve |
| ⊕ | = Denotes Spot Elevations Taken |

This property described as:
Lot 9, Block 3,
GRAND CANAL SUBDIVISION,
according to the Plat thereof
as recorded in Plat Book 100, Page 83,
of the Public Records of Miami-Dade County, Florida.

CERTIFIED TO:
Jose M. Diaz

621 S.W. 104th Avenue, Sweetwater, FL 33174

**"THIS SURVEY DECLARATION IS MADE ON THE FIELD DATE INDICATED, TO THE OWNER(S) LISTED. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS."**

**LOT AREA = ± 6,114 SQ.FT. (± 0.1 ACRES)**

Bearing, if any, shown based on Plat Meridian (reference) NORTH ℄ S87°36'50"E

BOUNDARY AND TOPOGRAPHIC SURVEY.
I HEREBY CERTIFY that this survey meets the minimum technical standards as set forth by the FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

RENE ALGUESVIVES 11/16/09
PROFESSIONAL SURVEYOR AND MAPPER No. 4327. State of Florida.


Alvarez, Alguesvives and Associates, Inc.
Surveyors, Mappers and Land Planners
5701 S.W. 107th Avenue #204, Miami, FL 33173
Phone 305.220.2424 Fax 305.552.8181
L.B. No. 6867 / E-mail: aaasurvey@aol.com

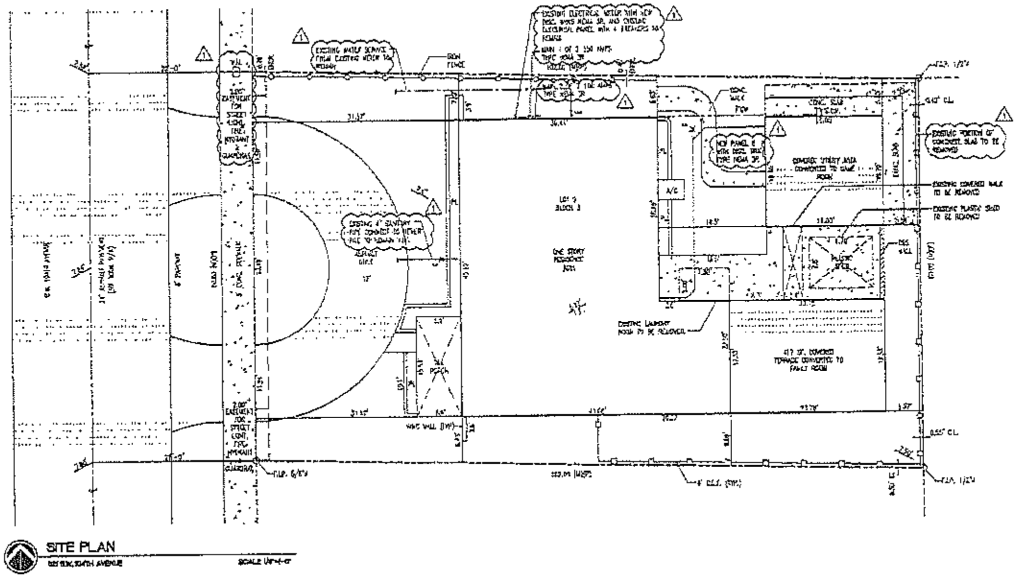

| Field Date | Scale: | Drawn by: | Dwg. No. |
|---|---|---|---|
| 11/13/09 | 1"= 15' | D.G. | 09-13565 |

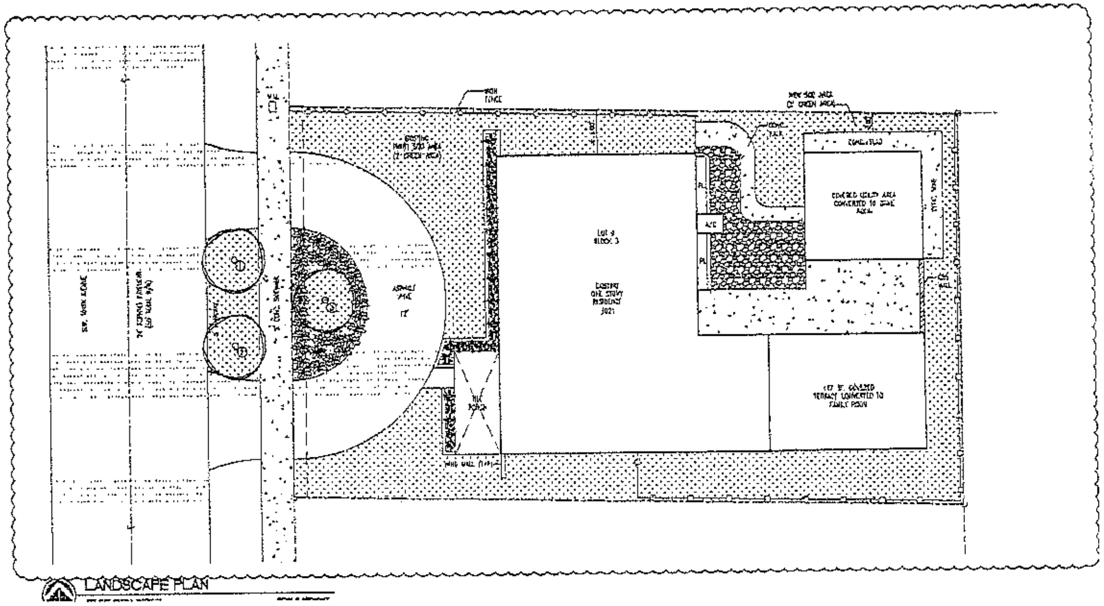
REVISIONS:
12/17/09 Survey Revised TA
12/19/11 CBS Utility elevation added TA
03/20/12 Flood Zone & CBS Utility elevation revised TA
11/19/14 Survey Revised TA

| FLOOD ZONE | COMM. No. | PANEL No. | SUFFIX: |
|---|---|---|---|
| X | 120680 | 0286 | L |
| F.I.R.M.DATE | F.I.R.M.INDEX | BASE ELEV. | |
| 05 / 25 / 11 | 09 / 11 / 09 | + N/A | N.G.V.D. |

ELEVATION NOTE: (IF APPLICABLE)
L.F.Elev.= 8.82' (lowest habitable floor elevation).
Elevation shown hereon refer to N.G.V.D. 1929.
Lowest adjacent grade elevation= 8.6'.
BM. #N-936 (Miami-Dade) Elev.= 8.08'.
Garage Elev.= N/A Erp.= N/A

Not valid unless it bears the signature and the original raised seal of Florida licensed Surveyor and Mapper.





## ZONING LEGEND

ZONING: [illegible]

| | REQUIRED | PROVIDED |
|---|---|---|
| MINIMUM LOT AREA | 7,500 SF | [illegible] |
| MINIMUM LOT WIDTH | 75 FT | 60 FT |
| MAXIMUM DENSITY | [illegible] | [illegible] |
| MAXIMUM HEIGHT | [illegible] | 15 FT |
| MINIMUM FRONT SETBACKS | 25 FT | [illegible] |
| MINIMUM REAR SETBACKS | 25 FT | 5 FT ** |
| MINIMUM SETBACKS BETWEEN BUILDINGS | N/A | N/A |
| MINIMUM OPEN SPACE | [illegible] | [illegible] |
| MAXIMUM FAR | N/A | N/A |

NOTES [illegible]:

1. [illegible]

2. [illegible]

3. [illegible]

** [illegible]

SCOPE:

[illegible]

LEGAL DESCRIPTION:

LOT 9, BLOCK 3, GRAND GLADE SUBDIVISION, [illegible] FLORIDA.

FLOOD ZONE: [illegible]

PROPERTY ADDRESS:

621 S.W. 104TH AVENUE
SWEETWATER, FL 33174

## LANDSCAPE LEGEND

▨ EXISTING SOD
▨ NO SOD
▨ EXISTING GRAVEL
☐ EXISTING [illegible]
EXISTING [illegible]
EXISTING [illegible]

## TREE LEGEND

① [illegible]
② [illegible]
③ UNKNOWN SPECIES

1 | REV. [illegible]

ARLENA R. MELENDEZ
FLORIDA REGISTRATION AR[illegible]

arm
architect, P.A.

[illegible]
TEL: [illegible] FAX: [illegible]
INFO@ARMARCHITECT.COM

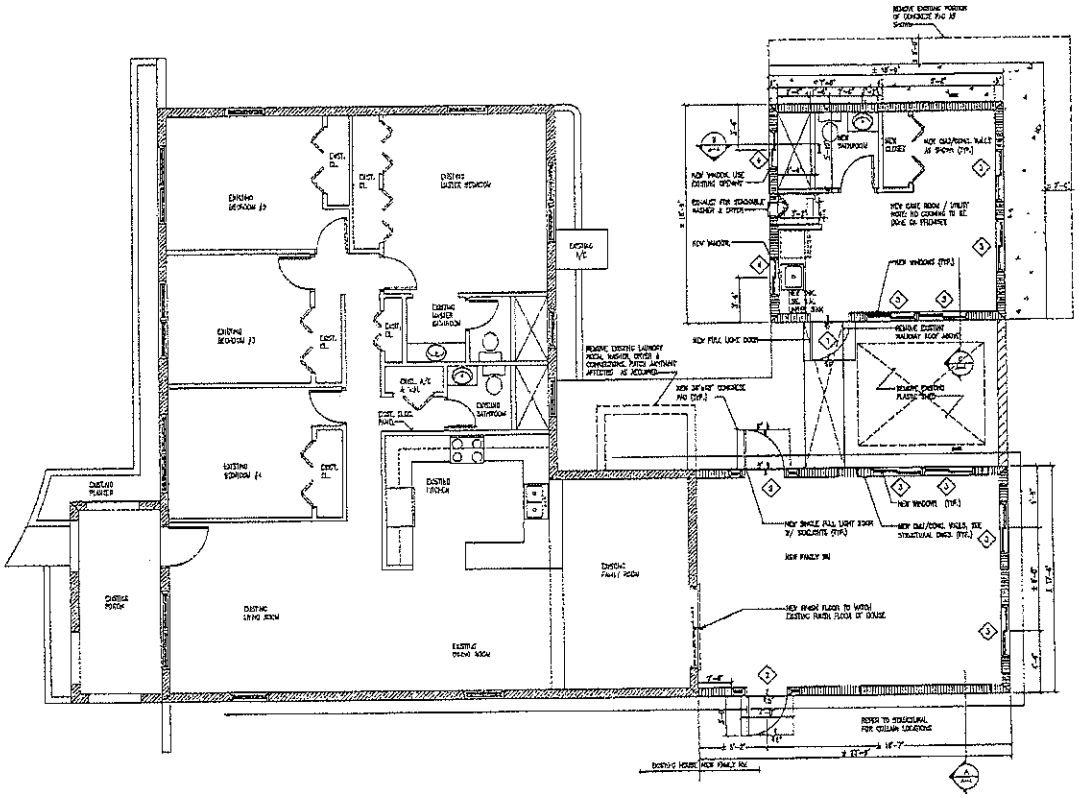
DIAZ RESIDENCE

project name

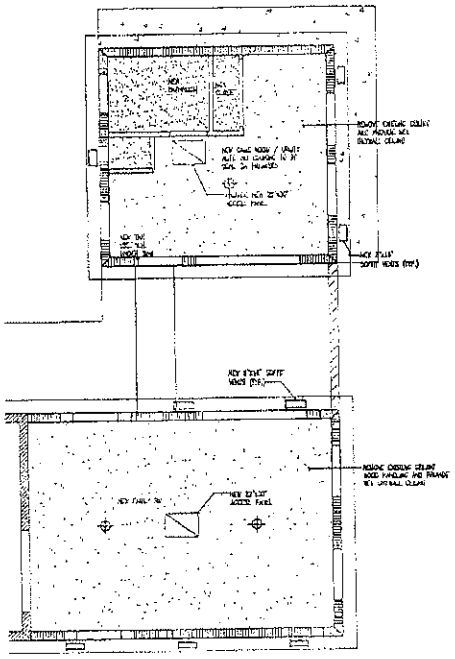
621 SW 104TH AVE.
SWEETWATER, FL 33174
FOLIO # 25-4005-00[illegible]

SITE PLAN

A-1



FLOOR PLAN
621 SW 104TH AVENUE SCALE 1/4"=1'-0"



REFLECTED CEILING PLAN
621 SW 104TH AVENUE SCALE 1/4"=1'-0"

1

[illegible]

VENTILATION REQUIRED [illegible]
TOTAL VENTS REQUIRED [illegible]

[illegible]

VENTILATION REQUIRED [illegible]
TOTAL VENTS REQUIRED [illegible]

1

## DOOR / WINDOW SCHEDULE

| MARK | TYPE | DIMENSIONS |  | SIDE LITES |  | MATERIALS |  | REMARKS |
|---|---|---|---|---|---|---|---|---|
|  |  | WIDTH | HEIGHT | WIDTH | HEIGHT | WINDOW | FRAME |  |
| [illegible] | OUTSWING FULL LITE DOOR | 3'-0" | 6'-8" | N/A | N/A | ALUMINUM | ALUMINUM | CATEGORY 2 GLAZE, COMPLIANT W/ MIAMI-DADE [illegible] |
| [illegible] | OUTSWING FULL LITE DOOR W/ SIDELITES | [illegible] | 6'-8" | 1'-[illegible] | 6'-[illegible] | ALUMINUM | ALUMINUM | CATEGORY 2 GLAZE, COMPLIANT W/ MIAMI-DADE [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | N/A | N/A | ALUMINUM | ALUMINUM | CATEGORY 2 GLAZE, COMPLIANT W/ MIAMI-DADE [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | N/A | N/A | ALUMINUM | ALUMINUM | CATEGORY 2 GLAZE, COMPLIANT W/ MIAMI-DADE [illegible] |

NOTES:

1. COORDINATE FINAL MASONRY OPENING DIMENSION W/ SPECIFIC DIMENSION REQUIRED BY WINDOW MANUFACTURER.

2. U-1.3 [illegible]

| revision | date | notes |
|---|---|---|
| 1 | 3-9-2011 | REV. BASED ON COMMENTS |

WILLIAM R. MELENDEZ
FLORIDA REGISTRATION [illegible]

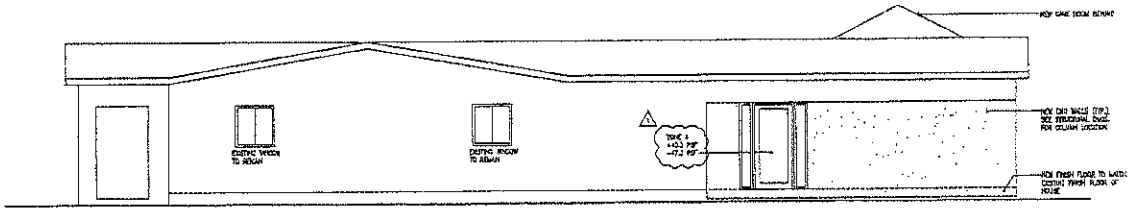
arm
architect, P.A.
3300 SW 41 ST, Miami, FL [illegible]
TEL: [illegible] FAX: [illegible]
[illegible]

DIAZ RESIDENCE

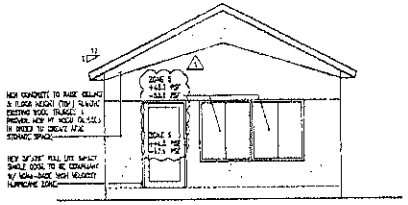
621 SW 104TH AVE.
SWEETWATER, FL 33174
FOLIO # 25-4005-006-0490

FLOOR PLAN and
REFLECTED CLG PLAN

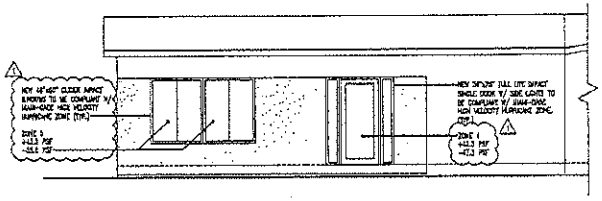
project no. 10
date 12-23-10
A-2



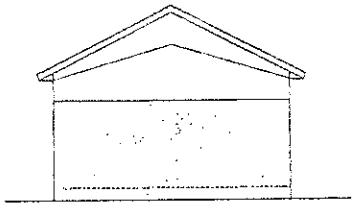

NEW FAMILY ROOM SOUTH ELEVATION



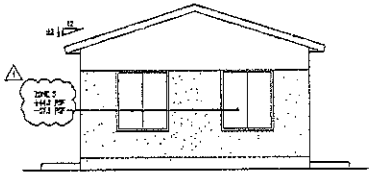

NEW GAME ROOM SOUTH ELEVATION

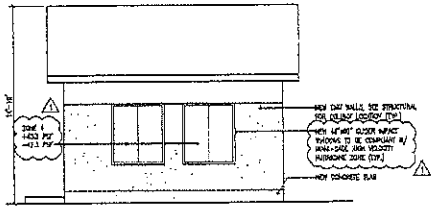



NEW FAMILY ROOM NORTH ELEVATION

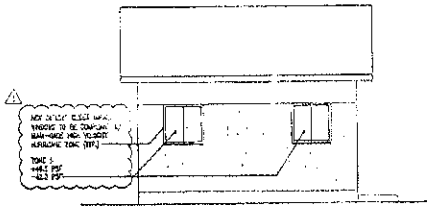


NEW GAME ROOM NORTH ELEVATION




EAST ELEVATION




NEW GAME ROOM WEST ELEVATION

| | | |
|---|---|---|
| 1 | 5-7-2015 | REVISED PER COMMENTS |

MELISSA A. MELENDEZ
FLORIDA REGISTRATION #45197

arm
DESIGN GROUP, P.A.

6700 SW 41 ST, MIAMI FL 33155
TEL: +1 786 512 2677 FAX: +1 305 667 2654
info@armarchitect.com

DIAZ RESIDENCE

project address:

821 SW 104TH AVE.
SWEETWATER, FL 33174
FOLIO # 25-1005-005-0490

project number:

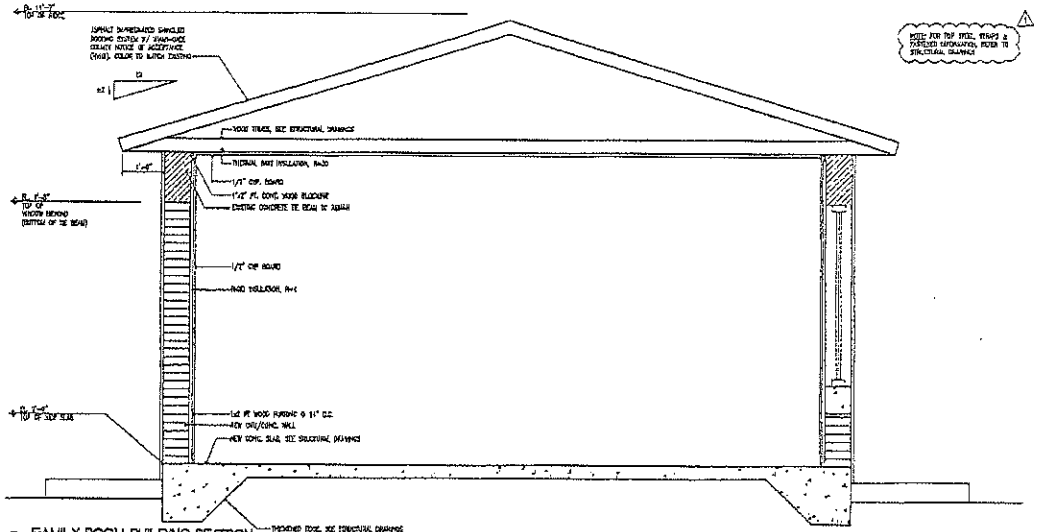
ELEVATIONS

drawing title:

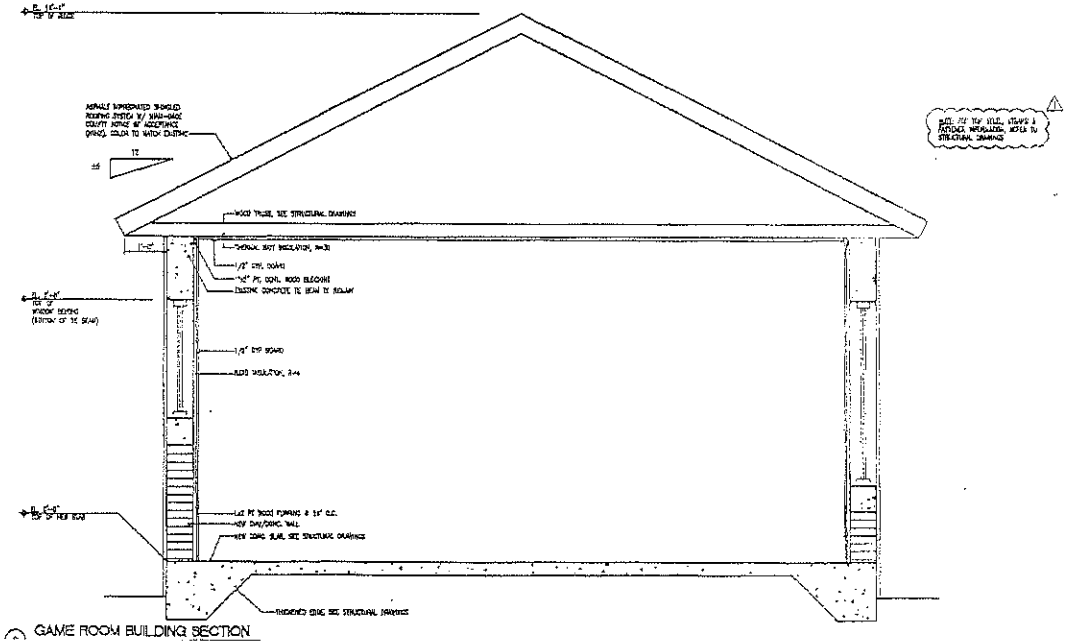
drawn by: 
checked by: 
date: 12-30-13

A-3

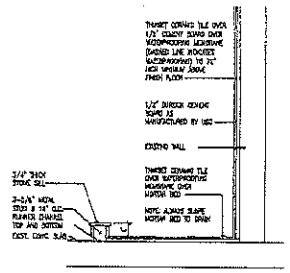
drawing no.




FAMILY ROOM BUILDING SECTION




GAME ROOM BUILDING SECTION




SHOWER WALL DETAIL

3-2-2011 | NEW, BASED UP COMMENTS

DIAZ RE[illegible]DE

821 SW 104TH AVE.
SWEETWATER, FL 33174
FOLIO # 25-4205-016-0450

SECTIONS AND DETAILS

A-4

Ordinance No.: _____

**AN ORDINANCE OF THE CITY OF SWEETWATER, FLORIDA REQUIRING APPROVAL BY THE CITY COMMISSION OF ANY NEW HIRED CITY EMPLOYEES' SALARIES IN EXCESS OF $50,000, , PROVIDING FOR EXCEPTIONS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS**, the proper oversight of City expenditures is crucial to the functioning of any democratic government; and,

**WHEREAS**, the foregoing oversight extends to the payment of employee salaries;

**NOW, THEREFORE**, BE IT ORDAINED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA:

**Article 1**. The following ordinance is hereby enacted:

1. No new hired city employee may be paid more than $50,000 annual salary during any fiscal year unless said salary has been approved as a specific line item in a city budget, a budget revision, or otherwise specifically approved by the city commission.

2. This provision shall not apply to salaries and positions governed by a collective bargaining agreement.

**Article 2.** All ordinances or portions of the Code of Ordinances of the City of Sweetwater in conflict with the provisions of this ordinance shall be repealed upon the effective date hereof.

**Article 3.** It is the intention of the Mayor and the City Commission that the provisions of this ordinance be incorporated into the Code of Ordinances; to effect such intention codifiers may change the words "ordinance" or "section" to other appropriate words.

**Article 4.** If any portion of this ordinance is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of the ordinance.

**Article 5.** This ordinance shall become effective upon its adoption by the City Commission and approval by the Mayor or, if vetoed, upon its reenactment by the City Commission as provided by the Charter of the City of Sweetwater.

**PASSED AND ADOPTED** on _____.

_____
Orlando Lopez, Mayor

_____
_____., Commission President

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Marie O. Schmidt, City Clerk

_____
Gilberto Pastoriza, City Attorney

**VOTE UPON ADOPTION:**

| | |
|---|---|
| Commission President | _____ |
| , Commission Vice President | _____ |
| , Commissioner | _____ |
| , Commissioner | _____ |
| , Commissioner | _____ |
| , Commissioner | _____ |
| , Commissioner | _____ |

Date of first reading _____

Date of publication _____

Date of second reading _____

Ordinance No.: _____

**AN ORDINANCE OF THE CITY OF SWEETWATER, FLORIDA CHANGING THE NAMES OF THE MAINTENANCE DEPARTMENT AND THE CODE ENFORCEMENT DIVISION TO THE PUBLIC WORKS DEPARTMENT AND THE CODE COMPLIANCE DIVISION, RESPECTIVELY, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS**, The City has grown substantially since its incorporation; and,

**WHEREAS**, Said growth has resulted in departments assuming more duties than originally conceived; and,

**WHEREAS**, The names of the Maintenance Department and the Code Enforcement Division are limited in scope and do not adequately convey the substance of their duties;

**NOW, THEREFORE**, BE IT ORDAINED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA:

**Article 1**. The following is hereby enacted:.

The Code Enforcement Division and the Maintenance Department shall henceforth be named the Code Compliance Division and the Public Works Department, respectively. All references in the City Code to the previous names shall be changed by interlineation.

**Article 2.** All ordinances or portions of the Code of Ordinances of the City of Sweetwater in conflict with the provisions of this ordinance shall be repealed upon the effective date hereof.

**Article 3.** It is the intention of the Mayor and the City Commission that the provisions of this ordinance be incorporated into the Code of Ordinances; to effect such intention codifiers may change the words "ordinance" or "section" to other appropriate words.

**Article 4.** If any portion of this ordinance is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of the ordinance.

**Article 5.** This ordinance shall become effective upon its adoption by the City Commission and approval by the Mayor or, if vetoed, upon its reenactment by the City Commission as provided by the Charter of the City of Sweetwater.

**PASSED AND ADOPTED** on _____.

_____
Orlando Lopez, Mayor

_____
Jose M. Diaz, Commission President

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Marie O. Schmidt, City Clerk

_____
Gilberto Pastoriza, City Attorney

**VOTE UPON ADOPTION:**

| | |
|---|---|
| Jose M. Diaz, Commission President | _____ |
| Jose Bergouignan, Jr., Commission Vice President | _____ |
| Prisca Barreto, Commissioner | _____ |
| Manuel Duasso, Commissioner | _____ |
| Idania Llanio, Commissioner | _____ |
| Isolina Maroño, Commissioner | _____ |
| Eduardo M. Suarez, Commissioner | _____ |

Date of first reading _____

Date of publication _____

Date of second reading _____

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE PURCHASE OF A PORT-A-COOL PORTABLE EVAPORATIVE COOLER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, the City Commission of the City of Sweetwater (the "City Commission") has made a determination that the purchase of a Port-A-Cool Portable Evaporative Cooler (the "Cooler") is necessary to maintain proper air temperature in the City's warehouse.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recital is true and correct and incorporated in the Resolution.

**Section 2. Approval.** The purchase of the Cooler at a cost of $2,400 is hereby approved.

**Section 3. Authorization and Implementation.** The Mayor is hereby authorized to do all necessary things to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

JOSE M. DIAZ, COMMISSION PRESIDENT ____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT ____
PRISCA BARRETO, COMMISSIONER ____
MANUEL DUASSO, COMMISSIONER ____
IDANIA LLANIO, COMMISSIONER ____
ISOLINA MAROÑO, COMMISSIONER ____
EDUARDO M. SUAREZ, COMMISSIONER ____

Mayor Orlando Lopez

# MEMORANDUM

**Date:** 06/19/2015

**To:** Honorable Jose M. Diaz, Commission President and Members of The City Commission

**From:** Mayor Orlando Lopez

**Re:** Purchase equipment over $1,000.00

---

## DESCRIPTION OF ITEM

Port-A-Cool Portable Evaporative Cooler — 3900 CFM, 16in. Dia. Fan, Model# PAC163SVT

- Cools up to 900 sq. ft.
- 42-gallon water reservoir with up to 10 hours runtime
- 1/2 HP three-speed motor provides up to 3900 CFM
- Cools the air up to 30°F in all your hard-to-cool areas
- Durable one-piece roto-molded polyethylene housing will not crack or leak
- Uses KUUL® pads rigid evaporative cooling media, offering long life and efficiency
- Overall 50in.W x 25in.D x 53in.H

## BACKGROUND

Currently the warehouse temperature reaches 105 degrees, the fans blow hot air making the conditions unbearable hot.

## FISCAL IMPACT

The financial impact will be $2,400.00 which we currently have in our c/o equipment line item, so it is currently budgeted. This will not come from general funds.

## RECOMMENDATION

Approve to purchase 2 portable cooler one for each mechanic from any of the approved vendors, Napa or Home Depot.

_____

Department / Section Director

# What is Evaporative Cooling?

Remember the chill of wind hitting your skin after swimming on a hot day? That's natural evaporative cooling.

## How do these units work?

Port-A-Cool® portable evaporative cooling units employ the same natural cooling process, using forced air over water-soaked evaporative cooling pads to reduce temperatures up to 30 degrees F.


## Why choose Port-A-Cool® units?

- *Cools* anywhere standard air conditioning is ineffective or cost prohibitive
- *Cools* for just 4-34¢ an hour, depending on the unit size
- *Cools* instead of recirculating stale, hot air
- *Cools* up to 4,000 square feet with the largest unit, or choose a smaller model for tight spaces
- *Cools* where you need it
- *Cools* without any chemicals
- *Cools* economically with efficient, effective resource use

**MORE Effective than a fan**

**MORE Economical than A/C**

**Easy on the Environment**

## What does it cost to be cool?

*Port-A-Cool® model resource use*

| PORT-A-COOL® MODEL | COST ELECTRIC & WATER (1 HOUR) |
|---|---|
| Cyclone 2000 | **$0.04** |
| Cyclone 3000 | **$0.08** |
| 16" Three Speed VT Model | **$0.08** |
| 16" Three Speed HD Model | **$0.08** |
| JetStream 1600 | **$0.08** |
| JetStream 2400 | **$0.20** |
| 24" Variable Speed | **$0.20** |
| 36" One Speed Model | **$0.27** |
| 36" Three Speed Model | **$0.26** |
| 36" Variable Speed | **$0.26** |
| 48" Two Speed Model | **$0.34** |

*Data compiled using standard lab conditions of temperature and humidity. Performance may vary depending on location.*

BE COOL THINK GREEN®

## Hot Temperatures What is it costing you?

| EFFECTIVE TEMPERATURE | LOSS IN PRODUCTIVITY | LOSS IN ACCURACY |
|---|---|---|
| 80°F | 8% | 0% |
| 85°F | 18% | 5% |
| 90°F | 29% | 40% |
| 95°F | 45% | 300% |
| 100°F | 62% | 700% |

* Study for NASA. "Comfort Conditioning the Plant with Evaporative Cooling." Plant Engineering. pg. 76 Joseph Marg and "Evaporative Air Conditioning Handbook" John Watt, PE and Will Brown PE 3rd edition, pg. 201.

## WHY BURN MONEY AND RISK HEALTH?

**HEAT STRESS:**
According to OSHA "rest period" recommendations, if a staff of 100 workers takes ONE additional 10-MINUTE REST PERIOD PER DAY, the cost to the company will be 16 hours and 40 minutes in lost production time per day or 83 hours and 20 minutes per week. In terms of dollars, at $18 per hour pay rate, excluding overtime and including benefits, the cost to the company will be $1,500 per week or $19,500 over the course of a 13-week summer.

Intertek

on 230v / 60 hz units

on 230v / 50 hz units

Port·A·Cool LLC

936-598-5651 • 1-800-695-2942 • FAX 936-598-8901

**Jennifer Marono**

---

**From:** Jeff Schroeder <jschroeder@portacool.com>
**Sent:** Thursday, June 18, 2015 5:13 PM
**To:** Jennifer Marono
**Subject:** 16"Vertical Tank / Napa Auto

Jennifer

Good afternoon I have given your information to Napa and they will be contacting you. They have the best price $1,199.00. It can also be purchased at Northern Tool for $1199.00

Thank you,

**Jeff Schroeder :** Regional Sales Manager

PORTACOOL

WHEN COMFORT COUNTS™

709 Southview Circle Center, Texas 75935
tel: (936) 598-5651 | mobile: (936) 590-2460
WWW.PORTACOOL.COM

Portable Evaporative Cooling Units, Port-A-Cool; 16"

Add New Vehicle

Showing results for store nearest 33172.

CHOOSE A STORE

**Part Number:** POR PAC163SVT

**Product Line:** Porta Cool

**Attributes:**
Cooling Capacity : 900 sq ft
Depth : 23.2"
Fan Blade Diameter : 16"
Garden Hose Hookup : No
Height : 59"
Includes Base Mounted Water Holder : No
Manual Fill : Yes
Manufacturer : Port-A-Cool
Remote : No
Speed Fan Only : Yes
Water Reservoir : 42 GAL
Width : 37.5"
Air Delivery : 3900 CFM
Dimensions : 59"H x 37.5"W x 23.2"D
Drive Type : Belt
Motor Rating : 1/2 HP
Pump Rating : 1/70 HP
Speed Type : 3
Weight : 109 lbs

**Features and Benefits:**
Energy-Efficient, Environmentally-Friendly Personal Evaporative Cooling Unit That Will Keep You Cool Indoors Or Out.
1-pc Roto-molded Housing Won't Leak, Crack Or Rust
Cord Wrap
Environmentally Friendly, Uses Only 110V & Tap Water - No Compressors Or Harmful Chemicals
Cost-Effective - Operates For Pennies An Hour
Casters Allow For Increased Portability
Oversized Water Reservoir
Cord Management System
3-Speed Motor
1-Year Limited Warranty
Model Comparison Chart

"Special Financing Available For Business Owners!"

**Warranty:**

Warranty PDF

**Have questions about this item?**
Call your local NAPA. Enter your zip code to find a store:

ZIP or City/State GO »

**Buyer's Guide:**
For a list of specific cars that this part is compatible with, please visit our Buyer's Guide.

Purchase Item

$1,199.00 /ea Reserve & Save

~~$1,599.00 /ea Regular Price~~ 25% off

In Stock

Quantity: 1 RESERVE & PICK UP

Online purchase not available. Why?

Reserve & Pick Up FAQs

- What is Reserve & Pick Up?
- Why Reserve Your Items Online?
- How Reserve & Pick Up Works
- Out-of-Stock or Unavailable Items

Buy Online FAQs

- Delivery Time
- Shipping and Handling Charges
- Where We Ship
- Tracking Your Order
- Hazardous Materials

Close

More saving. More doing.

Your Store: Dade County #277
Use Current Location or find store

Port-A-Cool | Model # PAC163SVT | Internet # 202221385

# 16 in. Vertical Tank 3900 CFM 3-Speed Portable Evaporative Cooler for 900 sq. ft.

★★★★★ (9) | Write a Review + | Ask the first question +


Open Expanded View  Click to Zoom

**$1199.00** / each

OUT OF STOCK ONLINE

Receive an email if this item is back in stock.

Enter Email Address  SUBMIT

## PRODUCT OVERVIEW

Model # PAC163SVT | Internet # 202221385 | Store SO SKU # 513292

The all new Port-A-Cool 16 in. Vertical Tank portable evaporative cooling unit cools up to 900 sq. ft. making it perfect for mechanic's bays, workshops, small work areas, patios, decks ... anywhere air conditioning is ineffective or cost prohibitive. The new model includes standard Port-A-Cool unit features that have made the name a trusted leader in portable evaporative cooling, even in high relative humidity conditions. The Port-A-Cool 16 in. Vertical Tank lowers temperatures 15 to 25°F using tap water and 115-Volt of electricity for an average utility cost of 44-cents per 8-hour period. The one-piece housing that eliminates leaks and rust, and premium quality KUUL Pads cooling media are just two of the features that make Port-A-Cool units a portable, powerful and practical cooling choice. This evaporative cooler performs best in dry, arid climates.
California residents: see Proposition 65 information

- Lowers temperatures 15 - 25°F
- Cools up to 900 sq. ft.
- Powerful 3,900 CFM
- 42 Gal. water reservoir for longer operation
- 3-speed motor
- New cord-wrap storage
- Virtually maintenance free
- Shipped completely assembled - ready to operate out of the box
- Water level sight tube and sump drain
- New easy rolling poly-on-poly casters
- Home Depot Protection Plan:

## SPECIFICATIONS

### DIMENSIONS

| | | | |
|---|---|---|---|
| Cooling zone (sq. ft.) | 900 | Product Height (in.) | 60 |
| Cord Length (in.) | 120 | Product Width (in.) | 37.5 |
| Product Depth (in.) | 23 | | |

### DETAILS

| | | | |
|---|---|---|---|
| Air Volume (CFM) | 3900 | Evaporative Cooler Product Type | Portable Cooler |
| Amperage (amps) | 5.1 | Horsepower (hp) | 1/3 hp |
| Built-in HEPA filter | No | Number of Speed Settings | 3 |
| Built-in carbon filter | No | Product Weight (lb.) | 130 lb |
| Casters | Yes | Programmable Timer | No |
| Color | Black | Remote Control | No |
| Color Family | Blacks | Returnable | 90-Day |
| Commercial / Residential | Commercial / Residential | Voltage (volts) | 115 |

### WARRANTY / CERTIFICATIONS

| | | | |
|---|---|---|---|
| Certifications and Listings | 1-UL Listed,ETL Listed | Manufacturer Warranty | 1 Year |

## SHIPPING AND DELIVERY OPTIONS

**Curbside Truck Shipping (By Appointment)** includes delivery to receiving area/dock for businesses or curbside for residential orders. The carrier will contact you to make a delivery appointment with a 4 hour window once the items have arrived at the local hub in your area. Delivery appointments are required.

If product is eligible for shipping to AK, HI and US Territories additional transit time and remote surcharges may apply.

## Customers who viewed Portacool PAC163SVT 16-Inch Po... also viewed:

Portacool PAC2KCYC01 Cyclone 3000 Portable Evaporative Cooling Unit w...
Buy new: $765.38
14 Used & new from $659.00
(37)

Portacool PAC2K24HPVS 24-Inch Portable Evaporative Cooling Unit, 6700...
Buy new: $1,987.79
12 Used & new from $1,832.50
(3)

Port A Cool PACCYC02 Cyclone 2000 Portable Evaporative Cooling Unit w...
Buy new: $578.97
20 Used & new from $539.00
(24)




Roll over image to zoom in

# PAC163SVT 16-Inch Evaporative Cooling Unit cal Tank, 3900 CFM, 900 oot Cooling Capacity, Black

11 customer reviews

~~$95.00~~
$244.76 & FREE Shipping. Details
0.24 (22%)

n stock (more on the way).
sold by Amazon.com.

peratures up to 30-degrees Fahrenheit
y efficiency and use of no harmful chemicals

durable one-piece, rust-free, leak-proof
ethylene housing
sight tube and sump drain
npletely assembled and ready to operate,
he box
oduct details

,199.00

kaging will be visible when delivered and
rapped.

Share

Qty: 1

**Scheduled delivery**
Delivery will be scheduled during checkout. Signature required.

First available delivery is Friday, 6/26/2015, 9:00 am - 12:00 pm.

Add to Cart

1-Click ordering is not available for this item.

Ship to:
FL 33101

Add to Wish List

**Other Sellers on Amazon**

$1,229.99 Add to Cart
+ Free Shipping
Sold by: National Tool Warehouse

$1,242.40 Add to Cart
+ Free Shipping
Sold by: ToolTopia

$1,314.10 Add to Cart
+ Free Shipping
Sold by: Tooldom Tools

19 new from $1,199.00

Have one to sell? Sell on Amazon



c/o
equipment
#
541-569464
$6,300

## Frequently Bought Together


+


Price for both: $1,299.21

Add both to Cart

Add both to Wish List

One of these items ships sooner than the other. Show details

- ☑ This item: Portacool PAC163SVT 16-Inch Portable Evaporative Cooling Unit with Vertical Tank, 3900 CFM, 900 ... $1,244.76
- ☑ Portacool PAC-CVR-04 Vinyl Cover for Jet Stream 1600, Filler Cart, and Vertical Tank Portacool ... $54.45



## Special Offers and Product Promotions

- **12 Month Financing:** For a limited time, purchase $599 or more using the Amazon.com Store Card and pay no interest for 12 months on your entire order if paid in full in 12 months. Interest will be charged to your account from the purchase date if the promotional balance is not paid in full within 12 months. Minimum monthly payments required. Subject to credit approval. See complete details and restrictions.

## Product Description

The Portacool PAC163SVT 16-Inch Portable Evaporative Cooling Unit with Vertical Tank lowers temperatures up to 30-degrees Fahrenheit. The unit features new cord-wrap storage and a 42-gallon water reservoir for longer operation. It functions at three different speeds with an energy efficient 5.1-amps for the pump and motor. This unit is a durable one-piece, rust-free, leak-proof molded polyethylene housing. There is a convenient water level sight tube and sump drain. Cool your space for a fraction of the cost of air conditioning, without any chemicals or refrigerants. Use resources effectively with the cooling unit's efficiency. You can depend on this cooling unit for the long-term as it has nearly maintenance-free operation. This unit is shipped completely assembled and is ready to operate out of the box. For over 20

## Product Information

### Technical Details

| | |
|---|---|
| Part Number | PAC163SVT |
| Item Weight | 90 pounds |

### Additional Information

| | |
|---|---|
| ASIN | B003A9VCSM |
| Customer Reviews | 11 reviews |

# RESOLUTION NO. 15 –

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, DENYING REQUEST FROM RETIRED POLICE CHIEF JESUS MENOCAL FOR REIMBURSEMENT OF COLLEGE TUITION COSTS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, On June 15, 2015, retired police chief Jesus Menocal ("Menocal") appeared in front of the City Commission of the City of Sweetwater (the "City Commission") requesting a reimbursement of college tuition fees in the amount of $2,262.85 incurred by Menocal on 2011; and

**WHEREAS**, the City Commission decided to defer the request for additional information; and

**WHEREAS**, the following information is provided:

i. On April 15, 2011, Menocal accepted the position of full time Captain, see attached Exhibit "A" to this Resolution.

ii. On April 15, 2011, there was in place a Collective Bargaining Agreement between the City of Sweetwater, Florida and The Dade County Policy Benevolent Association, see attached Exhibit "B" to this Resolution (the "Agreement").

**WHEREAS**, the Agreement's Preamble provides

> "THIS AGREEMENT is entered into by the City of Sweetwater, hereinafter called the City, pursuant to the mandate of Chapter 447, Florida Statutes, and the Dade County Police Benevolent Association, Inc., hereinafter called PBA, an organization having been certified as bargaining representative for Sworn Policy Personnel, including Officers and Sergeants employed by the City of Sweetwater, excluding all other employees of the City of

Sweetwater, Pursuant to the Order dated August 8, 1977 by Public Employees Relations Commission in case #8H-RC-776-2012."

**WHEREAS**, the Agreement provides for Educational Assistance to members of the "bargaining unit".

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2.** The City Commission hereby makes a finding that:

1. On April 15, 2011, Menocal was a full time Captain in the City of Sweetwater Police Department.
2. On that date Menocal was no longer a member of the "bargaining unit" and therefore not entitled to Educational Assistance as per the Agreement.

**Section 3. Authorization and Implementation.** The Mayor is hereby authorized to execute this Resolution and do all necessary things to implement it.

**Section 4. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, RATIFYING AND APPROVING THE NOMINATION OF WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. TO SERVE AS THE CITY ATTORNEY FOR THE CITY OF SWEETWATER; APPROVING THE REPRESENTATION AGREEMENT ATTACHED HERETO AS EXHIBIT "A", AUTHORIZING THE VICE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, Section 3.09 of the Charter of the City of Sweetwater (the "City") provides that the City Attorney shall be appointed by a majority vote of the City Commission; and

**WHEREAS**, on June 1, 2015, at a duly-called Regular Meeting of the Sweetwater City Commission, the majority of the Commission nominated and appointed the law firm of Weiss Serota Helfman Cole & Bierman, P.L. (the "Firm") to serve as City Attorney upon approval of a representation agreement with the Firm; and

**WHEREAS**, on _____, 2015, at a duly called Meeting of the Sweetwater City Commission, the Commission considered a representation agreement received from the Firm containing the terms under which the Firm is willing to serve as the City Attorney (a copy of said "Representation Agreement" is attached hereto as Exhibit "A"); and

**WHEREAS**, the City Commission believes that the appointment of the Firm as City Attorney under the terms of the Representation Agreement is in the best interest of the City and its residents.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** Each of the above-stated recitals are hereby adopted, confirmed and incorporated herein by this reference.

**Section 2. Ratification/Appointment.** The nomination and selection of the law firm of Weiss Serota Helfman Cole & Bierman, P.L. to serve as City Attorney for the City is hereby ratified, accepted and approved.

**Section 3. Approval of Agreement.** The Representation Agreement between the Firm and the City, attached hereto as Exhibit "A" is hereby approved.

**Section 4. Implementation.** The Commission President/Vice-Mayor is hereby authorized to execute the Representation Agreement, and the Mayor is hereby directed to take such other action as is necessary and appropriate to immediately implement the purposes of this Resolution and Representation Agreement.

**Section 5. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
ATTORNEYS AT LAW
2525 PONCE DE LEON BOULEVARD, SUITE 700
CORAL GABLES, FLORIDA 33134
WWW.WSH-LAW.COM

GILBERTO PASTORIZA
GPASTORIZA@WSH-LAW.COM

June 4, 2015

City of Sweetwater
500 SW 109 Avenue
Sweetwater, FL 33174

**Re: City of Sweetwater – Legal Representation as City Attorney**

Dear Commission Members:

We are delighted that you wish to engage our Firm to perform legal services for the City of Sweetwater (the "City"). Our Firm is the preeminent full-service, municipal law firm in South Florida dedicated to serving as the "one-stop shop" for municipalities seeking the services of a city attorney firm with ability to address the full spectrum of issues faced by municipalities. We are confident that we can be of service to the City. We have found that clients appreciate a clear understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

Please allow this letter to set forth our understanding as to the nature and scope of the legal services we will provide for the City, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. You have engaged us to serve as City Attorney. Our services will include the representation of the City, working with the Mayor and City Commission and the administration, in all legal matters relating to the City's affairs, from day-to-day administrative issues to the development of policies and programs from the Mayor and Commission. The general services that the Firm will provide include, but are not limited to, all areas of general municipal law, land use and zoning, building, permitting, code enforcement and lien law, procurement and contract law, parliamentary law and procedure, constitutional and legislative issues, and economic development and redevelopment issues, as well as litigation and dispute resolution in all administrative, state, federal and arbitral forums at every level. The specialized services that the Firm is available to provide include, but are not limited to, civil rights and police legal issues, labor and employment issues, collective bargaining, eminent

domain, litigation, appellate representation, utilities law, environmental and sustainability law, telecommunications, housing issues, municipal finance, real estate and construction law. The Firm's work will not include those certain police matters of the City that are currently being handled by special counsel or prior City attorneys.

While the City has engaged our Firm as City Attorney, Mr. Gilberto Pastoriza will be designated as the lead representation and be principally responsible for attending to your matters. He will also be assisted by Mr. Matthew Pearl. This working team dynamic creates a redundancy effect in which at all times a dedicated lead attorney is knowledgeable about all the issues currently being faced by the City. Mr. Pastoriza will attend the regular, special and workshop Commission meetings, as well as such meetings with the administration as may arise from time to time. Depending upon the type of matter which needs legal attention, different attorneys of the Firm, with specific specialized expertise and/or experience, may from time to time be assigned by Mr. Pastoriza to address the City's particular legal matters, under the supervision of Mr. Pastoriza.

2. Fees for Services. You will be charged and agree to pay for our services on an hourly basis at a flat, discounted rate of $175.00 for all attorneys of the Firm. It is our practice to provide unfettered access to our lawyers, offering open lines of communications (providing home, direct dial and cellular phone numbers), and, as such, we do not charge for conversations with elected officials; instead, we encourage regular and frequent conversation, so that you may be as informed as possible without concern of billable time. Additionally, we routinely staff regular, special and workshop Commission meetings with several members of our team, and yet the City will only be charged the rate of one (1) attorney.

3. Costs. In addition to the attorneys' fees discussed in paragraph 2, the firm will bill the City for incidental, out-of-pocket costs such as delivery charges, long distance telephone charges, photocopies, postage, faxes, and computer research expenses. Non-incidental costs such as court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, expert fees, trial/hearing exhibit costs, investigation costs, will continue to be itemized and billed.

4. Payment of Fees and Costs. Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion, to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes.

5. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client, unless each such client consents to such representation after consultation. Should such a situation arise, you will be immediately informed and a proposed manner to address the

conflict will be provided by our office.

6. Withdrawal from Representation and Termination. The City at any time may choose to terminate this agreement with or without cause and shall only be liable for fees and cost incurred up to the date of termination. We, likewise, reserve the right to withdraw from representing you if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

7. Fees for Other Services. In the event you ask us to render legal services with respect to matters outside the scope of this representation agreement, the other matters will be handled on under the same terms and conditions as provided for in paragraph 2 of this letter.

8. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to us

We are honored to return to Sweetwater and be of service to the City once more. We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner. If you have any questions or concerns, please do not hesitate to contact our office to discuss.

Very truly yours,

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

By: _____
Gilberto Pastoriza

## ACKNOWLEDGEMENT AND AGREEMENT

Having been duly authorized by an affirmative majority vote of the members of the City Commission for the City of Sweetwater, Florida, the undersigned has read this representation agreement and, on behalf of the City of Sweetwater, Florida, agrees to the terms set forth herein.

AGREED AND ACCEPTED on July ___, 2015.

CITY OF SWEEWATER, FLORIDA

By: _____
Jose M. Diaz
Commission President and Vice Mayor of the City of Sweetwater

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE PURCHASE OF DIAGNOSTIC COMPUTER SOFTWARE TO UPGRADE CITY VEHICLES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, the City Commission of the City of Sweetwater (the "City Commission") has made a determination that the purchase of diagnostic computer software to upgrade City vehicles is necessary for the property functioning of City vehicles.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recital is true and correct and incorporated in the Resolution.

**Section 2. Approval.** The purchase of diagnostic computer software upgrades at a cost of $1,591.52 is hereby approved.

**Section 3. Authorization and Implementation.** The Mayor is hereby authorized to do all necessary things to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

Mayor Jose M. Diaz

# MEMORANDUM

**Date:** 02/12/2015

**To:** Honorable Orlando Lopez, Commission President and Members of The City Commission

**From:** Mayor Jose M. Diaz

**Re:** Mechanic computer software upgrade

---

## DESCRIPTION OF ITEM

The diagnostic computer software upgrade for city vehicles from 2011 to 2014, this is the computer that informs our mechanic of mechanical issues. The current software is out dated. Again this is for software only.

## BACKGROUND

We have a number of cars that are no longer under warranty and require the updated version in order to diagnosis the problems. Hardware belongs to our Mechanic Rafael Velando.

## FISCAL IMPACT

$1,519.52 cost of software upgrade, long term save on quote and repairs issues for all city vehicle.

## RECOMMENDATION

Approve purchase of software upgrade

_____

Department / Section Director

Snap-on Tools Invoice

Sold By: Rolando Ortega
Address: 2503 John P Lyons Lane
Hallandale, FL 33009-

Phone: 305-300-4347

Sold To: CITY OF SWEETWATER
Address: MAINTENANCE
DEPARTMENT
SWEETWATER, FL 33172-
Phone: 786-507-4850

Invoice Date - 1/15/2015 10:42:08
Account Type: RA
Invoice #: 0108156754

Tax Exempt #:

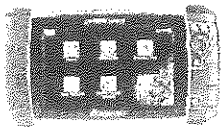
PO #:

| Part # | Qty | Description | Line Type | Price | Discount | Total | Tax |
|---|---|---|---|---|---|---|---|
| MT50781401 | 1 | K-14 PERSONALITY KEY NISSAN | Sale | 25.99 | 0.00 | 25.99 | 0.00 |
| EAP0257B00A | 1 | KEY,K16 FORD/UBP PROTOCOL | Sale | 25.99 | 0.00 | 25.99 | 0.00 |
| EAP0234E35A | 1 | KEY 19 MEDIUM CAN FORD | Sale | 25.99 | 0.00 | 25.99 | 0.00 |
| EAP0234E30A | 1 | KEY, K18 (HONDA SRS) | Sale | 22.35 | 0.00 | 22.35 | 0.00 |
| EAP0283L10A | 1 | K-28 PERSONALITY KEY | Sale | 21.99 | 0.00 | 21.99 | 0.00 |
| EAP0283L20A | 1 | KEY K29 | Sale | 22.99 | 0.00 | 22.99 | 0.00 |
| EAP0283L30A | 1 | K30 KEY | Sale | 27.25 | 0.00 | 27.25 | 0.00 |
| EAP0234E80A | 1 | KEY K21 SINGLE WIRE CAN | Sale | 45.99 | 0.00 | 45.99 | 0.00 |
| EAP0234E90A | 1 | KEY K22 | Sale | 25.99 | 0.00 | 25.99 | 0.00 |
| EAP0268L75A | 1 | K-27 PERSONALITY KEY | Sale | 25.99 | 0.00 | 25.99 | 0.00 |
| EESP300U1C | 1 | MODIS UPGRADE 14.4 CONSIGNMENT | Sale | 1,249.00 | 0.00 | 1,249.00 | 0.00 |

| | |
|---|---|
| SubTotal | 1,519.52 |
| 0.00 % Tax | 0.00 |
| Freight | 0.00 |
| Grand Total | 1,519.52 |

THIS UPGRADE WILL INCLUDE
11.2, 11.4, 12.2, 12.4,
13.2, 13.4, AND 14.2, 14.4
EIGHT UPGRADE AT ONE TIME.

Only supplier w/ this



# High Performance Diagnostics

STRONGER **STARTS** FASTER **FINISHES**

## 14.4

New 2014 Domestic and Asian Coverage including GM®, Infiniti®, Lexus®, Mazda®, Nissan®, Scion®, Subaru®, Suzuki® and Toyota®

Access to new Codes, Tests, Tips and Data for 1997–2014 model years, with the most extensive coverage outside the factory tool.

- One-Touch Full Vehicle Code Scan* for Chrysler® and Ford®
- One-Touch Clear All Codes for Chrysler, Ford, Hyundai®, Kia® and Mitsubishi®
- Ford, Hyundai and Kia Engine Functional Tests
- Ford Evaporative System (EVAP)
- Honda® Adaptive Cruise, Collision and Lane Module, Blind Spot Info
- Hyundai and Kia Electronic Parking Brake
- Toyota Push Start Button
- Toyota Electronic Activated Control (EAC) Mounts
- Mazda Auto-ID
- Suzuki 4WD Systems
- Suzuki Power Steering

- SureTrack® is a unique source of expert knowledge, diagnostic experience, parts replacement records from successful repairs, and is free when you update your platform to Upgrade 14.4**
- **Snap-on® Software Subscription** keeps you turning more cars more quickly and accurately. Be ready for every vehicle that rolls into your bay with the most affordable program yet

Software Upgrade 14.4 also offers exclusive Fast-Track® Troubleshooter coverage[1] all the way back to 1980 with 12,150 new Tips and Timesavers, plus over 24,700 Guided Component Tests added including:

- New training and tips for Body Control Module, Lighting and Entertainment Systems
- New Guided Component Tests category for Body Control in Domestic, Asian and European models

Have just-in-time training at your finger tips which leads to quicker, more accurate diagnosis

## 14.2

2013 Domestic and Asian Coverage including Acura®, Chrysler, Ford, Honda, Hyundai, Kia and Mitsubishi

Access to over 37,100 new Codes, Tests, Tips and Data for 2005–2013 model years:

- One-Touch Full Vehicle Code Scan**: GM, Honda, Acura, Hyundai, Kia, Mazda, Mitsubishi, Nissan, Infiniti, Toyota, Lexus and Scion
- Chrysler Pinion Factor
- Chrysler Diesel Exhaust Fluid (DEF) Tests
- Ford CAN UDS Auto-ID
- GM Roll Over Sensor 2005 and newer Airbag Systems
- GM 6.6L Crankshaft Position (CKP) Sensor Test

- GM Passenger Presence
- Subaru E-Brake
- Toyota, Lexus and Scion Transmission 2007 and newer
- Toyota, Lexus and Scion Park Brake
- Toyota, Lexus and Scion Main Body 2006 and newer

New Porsche® coverage for Airbag, ABS, Engine, Instrument, TPMS, Transmission and more

Fast-Track Troubleshooter coverage[1] all the way back to 1980 with 10,400 new Tips and Timesavers, plus over 11,400 Guided Component Tests added including Dual-Channel Tests; How-to-Guide for Diesel Particulate Filters (DPF) system components, fundamentals of technology, regeneration instruction; and an Electronic Parking Assistance class

## 13.4

2013 Domestic and Asian Coverage including GM, Infiniti, Lexus, Mazda, Nissan, Scion, Subaru, Suzuki and Toyota

Access to over 47,400 new Codes, Tests, Tips and Data for 1998–2013 model years:

- Chrysler 2000 and newer Non-CAN HVAC
- Ford 2008 and newer 6.4L Tests and Turbo PIDs
- Ford 6.7L Diesel Particulate Filter (DPF) Tests
- Honda Active Control Mount
- Honda 2006 and newer VIN Programming

- Hyundai and Kia Cylinder Power Balance
- Kia Passenger Airbag
- Suzuki Body Control Module (BCM)
- Subaru 2006 and newer Tire Pressure Monitoring System (TPMS)

New FIAT® 2012–2013 coverage with optional European software

Fast-Track Troubleshooter coverage[1] with 36,500 new Tips and Timesavers, plus over 9,370 Guided Component Tests added including new top level information on platforms with component test capabilities (VERUS®, VERDICT®, MODIS™ and Vantage PRO™). This includes a new theory and operations section on the tool

## 13.2

2012 Domestic and Asian Coverage including Acura, Chrysler, Ford, Honda, Hyundai, Kia and Mitsubishi

Access to over 54,000 new Codes, Tests, Tips and Data for 1998–2012 model years:

- Chrysler Engine Misfire Detection
- Chrysler Diesel Engine Tests – Cylinder Performance Test
- GM Diesel Engine Tests – Cylinder Balance Test and RPM Control Functions
- Ford 6.4L DPF Manual Regeneration and Chrysler DPF Stationary De-Soot

- Nissan, Infiniti and Suzuki HVAC System
- Subaru Engine and Transmission

Fast-Track Troubleshooter coverage[1] with 39,400 new Tips and Timesavers, including enhanced tips and procedures to help prevent misdiagnoses and reduce returning vehicles; and Drive Cycle Procedures, Test the Part and After Repair Procedures, just to name a few. Fast-Track Tips are *real* common repair case studies illustrating step-by-step procedures to identify the problem quickly

Over 9,300 Component Test Meter (CTM) Tips[1] added

*Only available on keyless platforms. **Available on VERUS family, VERDICT family, MODIS Ultra and SOLUS Edge. [1]Asian and Domestic Fast-Track Troubleshooter available for VERUS PRO, VERUS Wireless, VERUS, VERDICT, MODIS and SOLUS Families. Component Tests available on those products with Scope capabilities.



diagnostics.snapon.com/software

UPGRADE 14.4

Snap-on

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE PROPOSAL FROM ORACLE ELEVATOR COMPANY FOR CAR DOOR RESTRICTOR (BAR DOVER 3 FLOORS); PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, recent inspections of the elevator performed by State/County Inspector found that the existing elevator door restrictor inoperable and in violation of the code; and

**WHEREAS**, the proposal from Oracle Elevator Company ("Oracle") cures the violation.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Approval.** The proposal from Oracle in the amount of $2,034.00 is hereby approved.

**Section 3. Authorization and Implementation.** The Mayor is hereby authorized to do all necessary things to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

Mayor Orlando Lopez

# MEMORANDUM

**Date:** 06/22/2015

**To:** Honorable Jose M. Diaz, Commission President and Members of The City Commission

**From:** Mayor Orlando Lopez

**Re:** Elevator Repairs/violation

---

## DESCRIPTION OF ITEM

Furnish and install a car door restrictor (bar dover 3 floors) for the city hall elevator.

## BACKGROUND

The current contract with Oracle does not cover this part or repair. The current part is unrepairable

## FISCAL IMPACT

The financial impact is $2,034.00 the funding is budgeted in Maintenance Capital Imprvement.

## RECOMMENDATION

Approve to keep elevator operational in accordance with the county codes

_____

Department / Section Director

Oracle Elevator

# Oracle Elevator Company

July 16, 2014

Contract No. 5051-3325
City of Sweetwater
500 SW 109th Avenue
Miami, FL. 33174

Tel: (305) 485-4524
Fax: (305) 480-3849

RE: Annual Inspection Report for: Serial No. 67848

Dear Valued Customer:

This letter is to inform you of inspections performed by a State/County Inspector. The elevator was found to be in violation of several codes as listed below:

**Customer Responsibility**: not covered under contract, see below:

**Violation Item – H118A – Door Restrictor inoperable**

**Oracle Responsibility**: covered under contract, see below:

**No Violations Cited**

Above, is a breakdown outlining your responsibility as Owner/Manager. **In Order for Oracle to Submit Your Paperwork to the County or State of Florida for the Certificate of Operation, You Must Submit to us a Letter of Compliance Indicating Completion of Violation(s) Under Customer Responsibility.**

Sincerely,
Jor Gomez
Inspections Coordinator

For a faster response please contact me via e-mail at Jor.Gomez@oracleelevator.com

*The Future of Elevator Service*

2315 Stirling Road, Fort Lauderdale, FL 33312
Phone: 954-986-0991 ext: 1504 Fax: 954-965-1520

# Oracle Elevator

| Office use only |
| --- |
| Tech: Repair Team |
| Job # |
| EST # 43554 |

July 16, 2014
Contract No. 5051-3325
City of Sweetwater
500 SW 109th Avenue
Miami, FL. 33174

Tel: (305) 485-4524
Fax: (305) 480-3849
Serial No. 67848

This proposal consists of one (1) page and the price is valid for thirty (30) days.

## Scope of Work

**Violation Item – H118A – Furnish and install a Car Door Restrictor (Bar Dover 3 Floors) as needed per code (the present one is not reparable)**

**Contract Price: $2,034.00**

## Terms of Payment: 50% upon acceptance & 50% upon completion

It is understood that Oracle Elevator (the "Company") will arrange to install the material necessary to complete your job and shall be upon you or your authorized representative signing the final acceptance that the installation is satisfactory and complete. You agree to pay the Company the amount specified above which will cover the costs of labor and materials. Should it become necessary to collect any of the money due us under this agreement with you, through an attorney, then you shall pay all cost of collections, including a reasonable attorney's fee. Any changes made by you in the above specifications necessitating additional labor or materials shall not be included or covered by this proposal, but shall be provided for in a separate and additional signed agreement by both parties. There shall be no liability for delays due to causes beyond our control. Accounts in arrears thirty (30) days will be assessed a monthly service charge of 1.5% This proposal and payment agreement shall be the whole agreement between the parties and shall not be altered except by written agreement. In consideration of the performance of the services and the furnishing of the materials, it is expressly understood that the Company assumes no liability for accidents, injuries to persons or damage to property occurring on or near any part of the elevator system which is the subject of this Agreement regardless of the cause of any such accident, bodily injury or property damage and regardless of any negligence upon the part of the Company, its employees or officers. You agree to indemnify, defend, and hold harmless the Company, its officers, agents and employees from and against any and all claims, demand, suits and proceedings brought against the Company or its officers, directors, or employees of any nature whatsoever, including but not limited to claims and lawsuits for losses of any kind, property damage, personal injury or death that are alleged to have arisen from or alleged to be connected with the presence, use misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Agreement, specifically including claims or losses alleged or proved to have arisen from the partial or sole negligence of the Company or its officers, directors, or employees. You expressly agree to name Oracle Elevator as an additional named insured on your liability insurance policies. It is understood that the elevator, at all times, is owned by you and that you are solely responsible for its safe operation

Name: _____

Signature: _____ Oracle Elevator

Title: _____ By: *Jor Gomez*

Date: _____ Title: *Inspections Coordinator*

The Future of Elevator Service!

2315 Stirling Road, Ft. Lauderdale, FL 33312
Phone: (954) 986-0991 Fax: (954) 965-1520
www.oracleelevator.com

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE RATE STRUCTURE FOR THE CONTRACT THE CITY OF SWEETWATER CLAUDE AND MILDRED PEPPER SENIOR CENTER CONGREGATE AND HOME-DELIVERED MEALS PROGRAM FOOD CATERING SERVICE WITH CONSTRUCTION CATERING, INC.; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, the City Commission determined that providing food services for those in need is in the best interest of the City and its residents.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Approval.** The rate structure for the Contract for the City of Sweetwater Claude and Mildred Pepper Senior Center Congregate and Home-Delivered Meals Program Food Catering Service with Construction Catering, Inc., (the "Contract") attached to this Resolution as Exhibit "A" is hereby approved.

**Section 3. Authorization and Implementation.** The Mayor is hereby authorized to execute the Contract and do all necessary things to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-

enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

# Construction Catering, Inc.

June 17, 2015

Mr. Robert Herrada

Director of Operations/ Senior Center Director

City of Sweetwater

Dear Mr. Herrada

On behalf of Construction Catering and the staff, I would like to take this moment to thank you and all the decision makers at Sweet Water for giving us the opportunity to serve the seniors the most needed daily meals. We will continue providing excellent service and the best quality of meals to the clients. The main purpose of this letter is to inform you that we decided to keep the current prices the same without any increases. Our current price is as follow.

| | |
|---|---|
| Breakfast | $ 3.19 |
| Lunch | $ 3.37 |
| Home bound | $ 2.88 |
| Frozen meals | $ 4.07 |

Again, we really appreciate your business and looking forward to continue our relationship with you.

Sincerely,

Esteban Bencomo

President

2472 N.W. 21st Terrace • Miami, Florida 33142
Phone (305) 633-5668 • Fax (305) 633-1489

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING A NEW FACTORY DEALER AUTOMATIC TRANSMISSION FOR CITY OF SWEETWATER TRANSIT PASSENGER BUS VEH #5667; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, the existing automatic transmission serving the City's 2008 Ford Super Duty Transit Passenger Bus Veh. #5667 (the "Vehicle") is unrepairable; and

**WHEREAS**, the Vehicle provides service to City residents.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Approval.** The proposal from Palmetto Ford for a new automatic transmission as described in Exhibit "A" to this Resolution is approved; all labor in connection with the installation of the transmission will be done in-house.

**Section 3. Authorization and Implementation.** The Mayor is hereby authorized to do all necessary things to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

Mayor Jose M. Diaz

# MEMORANDUM

**Date:** 04/08/2015

**To:** Honorable Orlando Lopez, Commission President and Members of The City Commission

**From:** Mayor Jose M. Diaz

**Re:** Transit Bus #5667

---

## DESCRIPTION OF ITEM

Ford factory re built automatic transmission with warranty for the 2008 Ford Super Duty Transit Passenger Bus Veh #5667.

## BACKGROUND

In 2012 the existing transmission was repaired and is now unrepairable.

## FISCAL IMPACT

$4,390.80 parts only, labor will be done in house by our mechanic Lazaro Rodriguez. Once the core is removed a credit for $1050.00 will be issued so total actual cost will be $3,290.90.

## RECOMMENDATION

Approve a new factory dealer transmission as recommended by mechanic

_____

Department / Section Director

PALMETTO Ford
TRUCK SALES INC.
Dba Palmetto Truck Center
7245 N.W. 36th Street
Miami, FL 33166
Parts Phone: (305) 592-3682
Parts Fax: (305) 470-1398
Broward: (954) 525-4474
Fla. Watts: (800) 432-3317
www.palmettotruck.com

(305)221-0411

| DATE ENTERED | YOUR ORDER NO. | DATE SHIPPED | INVOICE DATE | INVOICE NUMBER |
|---|---|---|---|---|
| 06 APR 15 | | 06 APR 15 | | Q280626 |

**** I N V O I C E  Q U O T E - DO NOT PAY ****
PAGE 1 OF 1

ACCOUNT NO. S4600

SOLD TO
CITY OF SWEETWATER
ATTN: ELISA PALACIOS. A/P
500 SW 109 AVE
MIAMI, FL 33174

SHIP TO
1701 NW 110 AVE
MIAMI, FL 33172

| SHIP VIA | SLSM. | R/C NO. | TERMS | F.O.B. POINT |
|---|---|---|---|---|
| | SC | &&&& Tax Exmp # 858012646195C3 | 11210 CHARGE WHSLE | MIAMI, FLORIDA |

| QUANTITY ORD | SHIP | B.O. | PART NO. | DESCRIPTION | LIST | NET | AMOUNT |
|---|---|---|---|---|---|---|---|
| 1 | 1 | 0 | 8C2Z*7000*BRM | REMAN AUTOMAT | 3517.32 | 3247.00 | 3,247.00 |
| | | | CORE DEPOSIT | | | 1050.00 | 1,050.00 |
| 1 | 1 | 0 | 3C3Z*6701*B | SEAL ASY - CR | 58.40 | 43.80 | 43.80 |
| | | | | FREIGHT 50.00 | | | |
| | | | **** I N V O I C E | Q U O T E - DO NOT PAY **** | | | |

ALL PARTS AND ALL CORES FOR RETURN MUST BE IN ORIGINAL PACKAGE TO RECEIVE CREDIT. NO RETURNS ON SPECIAL ORDER OR ELECTRICAL PARTS.

WE APPRECIATE YOUR BUSINESS

THANK YOU!

NO RETURNS ON ELECTRICAL & SPECIAL ORDER PARTS. ALL REFUNDS ARE BY CHECK TO INVOICE NAME. PARTS OR CORES TO BE RETURNED MUST BE IN CORRECT UNDAMAGED PACKAGE TO RECEIVE CREDIT.

CUSTOMER'S SIGNATURE
X

15:22

| | |
|---|---|
| PARTS | 4,340.80 |
| SUBLET | |
| FREIGHT | 50.00 |
| SALES TAX | 0.00 |
| TOTAL | $4,390.80 |

User-agent: Google Disallow:

YOUR CART

All Search entire store here... Go

PRODUCT SELECTOR

YEAR

1993 (1)
1994 (1)
1995 (1)
1996 (1)
1997 (1)
1998 (3)
1999 (3)
2000 (3)
2001 (4)
2002 (4)
2003 (5)
2004 (4)
2005 (3)
2006 (4)
2007 (6)
2008 (7)
2009 (7)
2010 (7)
2011 (7)
2012 (7)
2013 (6)
2014 (3)
2015 (1)

ENGINE

5.9L CUMMINS DIESEL (4)
6.0L POWERSTROKE DIESEL (2)
6.4L POWERSTOKE DIESEL (1)
6.6L DURAMAX DIESEL (4)
6.7L CUMMINS DIESEL (6)
7.3L POWERSTROKE DIESEL (1)

TRANSMISSION TYPE

ALLISON 1000 LB7 (1)
ALLISON 1000 LBZ (1)
ALLISON 1000 LLY (1)
ALLISON 1000 LML (1)
ALLISON 1000 LMM (1)
DODGE 47RE (2)
DODGE 47RH (1)
DODGE 48RE (1)
DODGE 68RFE (3)
DODGE AS68RC (2)
DODGE AS69RC (1)
FORD 4R100 (1)
FORD 5R110 (2)

COMPATIBLE MODEL

2500HD (4)
3500HD (4)
E250 (4)
E350 (4)
F250 (4)
F350 (4)
F450 (4)
RAM 2500 (8)

# Performance Diesel

## Dodge Rebuilt 68RFE Signature 550 Transmission 2007.5-2012

Dodge 68RFE Signature Series Transmission 2007.5-2012 LEARN MORE

Price: $4,795.00

## Dodge Rebuilt 68RFE Signature 850 Transmission 2007.5-2012

Dodge 68RFE Signature Series Transmission 2007.5-2012 LEARN MORE

Price: $8,495.00

## Ford 4R100 Signature Series Transmission

Ford 4R100 Signature Series Transmission LEARN MORE

Price: $3,895.00

## Ford Rebuilt 5R110W 2003-2007 Signature Series Transmission

Ford 5R110W Early 2003-2007 Signature Series Transmission LEARN MORE

Price: $4,795.00

## Ford Rebuilt 5R110W 2008-2010 Signature Series Transmission

Ford 5R110W Early 2008-2010 Signature Series Transmission LEARN MORE

Price: $4,795.00

## Ford TorqShift 6, Rebuilt 6R140 6.7L Scorpion 2011-2014 Signature Series Transmission

Ford 6R140 2011-2014 Signature Series Transmission LEARN MORE

Price: $5,995.00

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORZING MIAMI-DADE COUNTY TO RELEASE BOND NO. 7762 TO 107TH AVENUE GAMMA, LLC; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, On November 5, 1973, Miami-Dade County (the "County") passed and adopted Resolution No. 4-ZAB-573-73(the "Resolution"), see attached Exhibit "A"; and

**WHEREAS**, the Resolution approved an unusual use to permit the completion of an existing lake excavation with debris from demolished buildings and land clearing (the "Filling"); and

**WHEREAS**, the County required a bond be posted for the Filling; and

**WHEREAS**, Bond No. 7762 in the amount of $498,690 was posted (the "Bond"); and

**WHEREAS**, pursuant to the County, all the work has been completed and;

**WHEREAS**, On May 5, 2015, the County sent a letter to the City, see attached Exhibit "B" requesting approval of As-Built plans for the Filling, see Exhibit "C", and the City's authorization to release the Bond to the current owner 107th Avenue Gamma, LLC ("Gamma"); and

**WHEREAS**, the property in question is now under the jurisdiction of the City of Sweetwater (the "City").

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Release.** The City has no regulations on excavation and filling of lakes and relies on the County's approval of the As-Built plans prepared by Grunter Group, Inc., as more specifically described in Exhibit "B" and "C". The City hereby authorizes the County to release the Bond to Gamma.

**Section 3. Authorization and Implementation.** The Mayor is hereby authorized to sign this Resolution and do all necessary things to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

Exhibit "A"

31-53-40
Item No. 73-725

RESOLUTION NO. 4-ZAB-573-73

The following resolution was offered by Mr. Albert R. Veri, seconded by Mr. Wilfredo Borroto, and upon poll of members present, the vote was as follows:

| | | | |
|---|---|---|---|
| Wilfredo Borroto | aye | Joe H. Moffat | aye |
| Nancy Brown | aye | Carlos Salman | Resigned |
| Thelma Damewood | aye | Albert R. Veri | aye |
| Aspes Irani | Excused | Edward G. Coll, Jr. | aye |
| Robert S. Kaufman | aye | | |

WHEREAS, Marks Bros. Co. have applied for the following:

(1) UNUSUAL USE to permit completion of an existing lake excavation.

(2) UNUSUAL USE to permit the filling of said excavation with debris from demolished buildings and land clearing.

Plans of the proposed development are entitled "Survey Sketch" as prepared by John W. Meuller Jr. and dated July 26, 1966, and are on file and can be examined in the Building & Zoning Department.

SUBJECT PROPERTY: So. ½ of the E 2/3 of Sec. 31 - Twn. 53 S. R. 40 E less the N.E. ¼ of the SE¼ thereof Dade County, Florida.

LOCATION: N from N.W. 107 Ave. to the N.W. 110 Ave.; between the N.W. 12 Street and the N. W. 17 Street, DADE COUNTY, FLORIDA.

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested Unusual Use to permit completion of an existing lake excavation; and the requested Unusual Use to permit the filling of said excavation with debris from demolished buildings and land clearing would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance:

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board that the requested Unusual Use be and the same is hereby approved, subject to the following conditions; to permit completion:

1. For a period of two (2) years on the completion of the excavation and the necessary required bond be extended accordingly.

BE IT FURTHER RESOLVED by the Metropolitan Dade County Zoning Appeals Board that the requested Unusual Use to permit the filling of said excavation with debris from demolished building and land clearing be and the same is hereby approved, subject to the following conditions:

4 ZAB-573-73

1. That no burning of any material, at any time, will take place or be permitted.

2. That no car or truck bodies, refrigerators, or similar matter and no garbage is to be dumped into the pit, and no fill is to be dumped into the pit which would cause objectionable odors or which would be detrimental to the health and safety of the adjacent neighborhood.

3. That no salvage materials will remain on the premises for longer than one week.

4. The operation shall be conducted in such a manner that there will be no odors emanating from the pit; that there will be no mosquito breeding resulting because of the manner of operation and that all requirements for the control of mosquitoes of the Department of Public Works shall be complied with; that rodents shall be controlled and eliminated in accordance with control methods as required by the Dade County Department of Public Health and that the pit shall be operated and maintained at all times in a manner not detrimental to the surrounding neighborhood.

5. That a watchman will be maintained on the premises 24 hours per day.

6. That the acceptance and dumping of fill on the premises shall be permitted from 7:30 a.m. to 5:00 p.m. on weekdays, from 8:00 a.m. to 1:00 p.m. on Saturdays, and that at other hours no fill shall be dumped on the premises and the operators shall be responsible for prohibiting promiscuous and uncontrolled dumping on the property.

7. That the pit shall be filled to elevation as may be established by the Public Works Department.

8. That the operation shall be conducted in accordance with the written requirements as may be established by the Department of Public Health, Dade County Fire Chief, Pollution Control Dept., Mosquito Control Dept., and by the Public Works Department and no permit shall be issued until written, approved and secured from these departments.

9. The applicant shall conform with the revision of Chapter 11B of the code of the Metro Dade County, Florida.

10. That the operation of filling of the pit shall be done in an orderly and progressive manner, and the debris shall be controlled so as to prevent its floating on those portions of the pit not being actively filled.

11. That upon completion of the filling operation (or before completion of the filling if the operation shall cease before completion for any reason), the property shall be left in a clean, presentable sanitary condition to the satisfaction of the Building and Zoning Director, with the top fill as required in condition No. 10 to be applied to any portion of the property which has been filled with debris.

12. That the top two feet of fill from finished elevation shall consist of clean fill such as dirt, sand or rock.

13. That said permit shall be subject to cancellation by the Director of the Metropolitan Dade County Building and Zoning Department upon violation of any of the conditions of said permit and of this Resolution if, upon notice, immaidate steps are not taken by the operator to correct and prevent reoccurrence of such violations, or if in the opinion of the Metropolitan Dade County Zoning Appeals Board, after public hearing, it is determined that the operation and use is clearly detrimental and incompatible to the surrounding neighborhood because of changing conditions and character in the use and development of the adjacent properties.

14. That in order to insure proper operation, compliance with the conditions and restrictions imposed and the completion of the filling operation, a cash or surety bond be posted with the Dade County Building and Zoning Department, payable to Dade County, in such an amount as may be determined and established by the Director of the Building and Zoning Department; that said bond shall be in such form that the same may be recorded in the public records of Dade County.

15. That the dedication of rights of way shall be made in accordance with Sec. 33-133 of the Code of Metropolitan Dade County unless the Director of Public Works deems such are not necessary or requires a lesser amount. Improvements shall be made of such rights of way in in order to comply with and in accordance with the requirements of the manual of Public Works construction, as may be deemed lacking, desirable and necessary by the Public Works Director.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this Resolution.

PASSED AND ADOPTED this 5th day of November, 1973.

Heard 11/5/73
Hearing No. 73-11-7
11/9/73
ns

STATE OF FLORIDA
COUNTY OF DADE } SS:

I, R. F. COOK, Director of the Metropolitan Dade County Building and Zoning Department, and Ex-Officio Secretary of the Metropolitan Dade County Zoning Appeals Board, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. ~~ZAB-573-73~~, adopted by said Zoning Appeals Board at its meeting held on NOVEMBER 5, 1973.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 9th day of NOVEMBER, A.D., 19 73.

R. F. COOK, Ex-Officio Secretary
Metropolitan Dade County Zoning
Appeals Board

By R F Cook L.S.

SEAL

November 9, 1973

Merks Bros. Co.
1313 N.W. 97 Avenue
Miami, Florida

RE: Request for Unusual Use to permit completion of an existing lake excavation and Unusual Use to permit the filling of said excavation with debris from demolished buildings and land clearing.
HEARING NO. 73-11-7.

Enclosed herewith is a copy of Resolution No. [illegible], adopted by the Metropolitan Dade County Zoning Appeals Board, approving your application concerning the above subject matter.

You are hereby advised that the Zoning Appeals Board recommendation for approval of the district boundary change has already been scheduled for final action by the Board of County Commissioners, as was noted in the courtesy notice. The other portion of your application which has been approved by the Zoning Appeals Board may be re-opened at that time, and could be modified or reversed by the Board of County Commissioners if they so desire.

That portion of your application other than the district boundary change which has been approved by the Zoning Appeals Board, may be appealed by an aggrieved party (within 14 days) or by the Directors of the Dade County Building and Zoning Department and Planning Department (within 18 days), as has been provided in Chapter 33-313 of the Code of Metropolitan Dade County, Florida. The appeal period commences to run two days after the adoption date of the Resolution.

No permits or Certificate of Use and Occupancy will be issued until the appeal periods have expired and until a final disposition has been made on the entire application. Application for necessary permits should be made with this Department.

Very truly yours,

METROPOLITAN DADE COUNTY
BUILDING AND ZONING DEPARTMENT

Chester C. Czebrinski
Assistant Director

CCC: mm
Enc. Dept. Sanna Sytas
Hearing Files
Dept. Public Health
Dade County Fire Chief
Pollution Control Dept.
Mosquito Control Div.
Public Works Depart.

Exhibit "B"

**Regulatory and Economic Resources Department**
Development Services Division
111 NW 1st Street • Suite 1110
Miami, Florida 33128-1902
T 305-375-2640
www.miamidade.gov/economy

May 5, 2015

Mr. Carlos Lanza
Building and Zoning Director
City of Sweetwater
1701 NW 112 Ave. Unit 102
Sweetwater, FL 33174

Re: Lakefill County File 256 107Avenue Gamma, LLC

Dear Mr. Lanza:

Our office is in received of three (3) sets of as-built plans prepared by Grunter Group, Inc. Land Surveying – Land Planning, dated/stamped September 25, 2014 and consisting of 1 page (one set included for your review and approval).

On November 5, 1973, Marks Bros. Co. requested an unusual use to permit a filling of an existing lake with debris from demolished buildings and land clearing, which was approved by the Miami-Dade Zoning Appeals Board, pursuant Resolution 4-ZAB-573-73 (copy attached).

The new owner 107th Avenue Gamma, LLC, has completed the project and is requesting a release of the Bond No. 7762 in the amount of $498,690. The subject property now falls under the jurisdiction of the City of Sweetwater (folios 25-3031-000-0021 and 25-3031-035-0010) therefore we need a written approval from your office confirming that the As-Built Plan enclosed meet the City of Sweetwater Zoning Regulations and authorizing Miami-Dade County to release the bond.

If you need any further information, please contact Ms. Claudia Luna, Zoning Services Plans Processor Jr. Analyst at (305) 375-1474.

Sincerely,

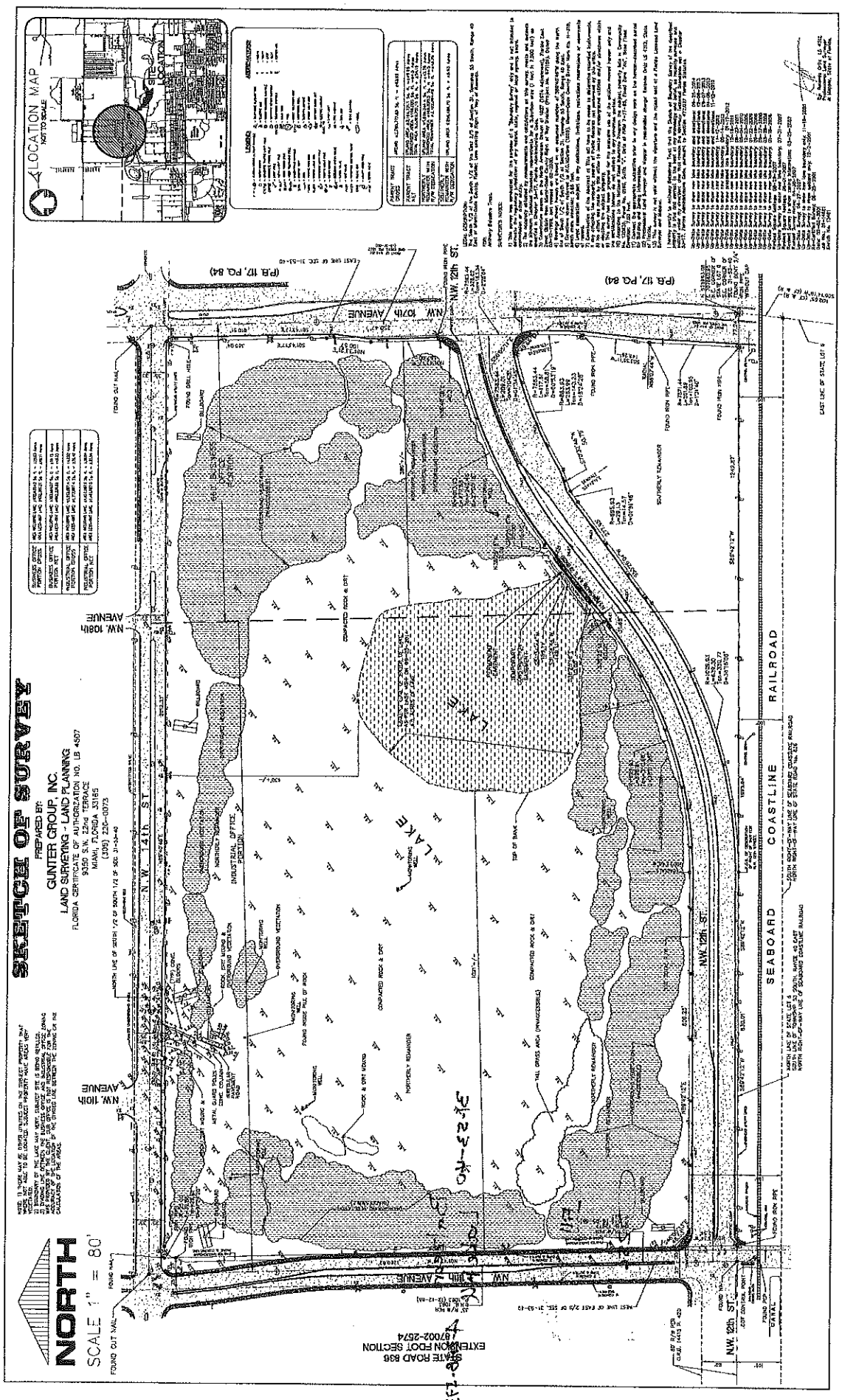
Nathan Kogon
Assistant Director

NK/CL

Enclosures: As-Built Plan
Zoning Resolution 4-ZAB-573-73

c: Grisel Rodriguez, Zoning Information Supervisor
Claudia Luna, Zoning Services Plans Processor Jr. Analyst

Exhibit "C"


SKETCH OF SURVEY
PREPARED BY:
GUNTER GROUP, INC.
LAND SURVEYING - LAND PLANNING
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 4507
9350 S.W. 72nd TERRACE
MIAMI, FLORIDA 33165
(305) 220-0073
LOCATION MAP
NOT TO SCALE
LOCATION
LEGEND
NORTH
SCALE 1" = 80'
N.W. 14th ST
N.W. 10th AVENUE
N.W. 12th ST.
N.W. 10th AVENUE
N.W. 10th AVENUE
N.W. 12th ST.
N.W. 12th ST.
SEABOARD COASTLINE RAILROAD
LAKE
(P.B. 17, PG. 84)
(P.B. 17, PG. 84)
EAST LINE OF STATE LOT 4
SOUTHERLY ROW LINE
NORTHERLY ROW LINE
TOP OF BANK
COMPACTED ROCK & DIRT
NORTHERLY ROWHINDER
TALL GRASS AREA (INVASIVESS)
FOUND CUT NAIL
FOUND IRON PIPE
CANAL
STATE ROAD 836
EXTENSION FDOT SECTION
87002-2574
04-337-08

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING OVERDUE PAYMENT TO G AND K SERVICES, CO. FOR MAINTENANCE OF EMPLOYEE UNIFORMS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, the contract with G and K Services Co. ("G and K") has been cancelled with an outstanding balance for service and clothes that were not returnable; and

**WHEREAS**, it is the City's best interest to clear and close the account with G and K.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Approval.** The payment to G and K in the amount of $3,797.15 is hereby approved.

**Section 3. Authorization and Implementation.** The Mayor is hereby authorized sign this Resolution and do all necessary things to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-

enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

Mayor Orlando Lopez

# MEMORANDUM

**Date:** 06/22/2015

**To:** Honorable Jose M. Diaz, Commission President and Members of The City Commission

**From:** Mayor Orlando Lopez

**Re:** G and K Services payment

---

## DESCRIPTION OF ITEM

Maintenance employee uniforms from G and K Services, past due balance and payment for unreturnable clothes.

## BACKGROUND

The contract with G and K Services was cancelled with a balance of $3,797.15 for service and clothes that were not returnable because they were embroidered and/or damaged.

## FISCAL IMPACT

The financial impact is $3,797.15 not budgeted so it would come from general funds.

## RECOMMENDATION

Approve to clear debit and close account

_____

Department / Section Director

G&K SERVICES
(800)545-4689 • www.gkservices.com

G&K SERVICES, CO.
3050 SW 42nd St
Fort Lauderdale, FL 33312

For billing and service questions please call: (334)260-2880

5064008661 PRESORT 8661 1 AT 0.403 P1C30 <>

(Q)CITY OF SWEETWATER
MAINTENANCE
500 SW 109TH AVE
SWEETWATER FL 33174-1336

Customer Number: 1540720
Statement Date: 02/28/2015
Terms from Invoice Date: Payable 10th day of month
Total Amount Due: 5,376.15

## IMPORTANT MESSAGES

**Welcome to G&K's NEW and IMPROVED Monthly Statement**

For accurate and timely application of your payment, please provide remit information with all payments. For your convenience you can use the coupons attached to the bottom of the statement.

Thank you for your business!

Your payment is past due. Please remit payment.

| Current | 31 - 60 Days | 61 - 90 Days | Over 90 Days |
|---|---|---|---|
| 0.00 | 0.00 | 5,376.15 | 0.00 |

## SUMMARY OF CHARGES

| Location No. | Date | PO # | Inv/Ref# | Amount | Subtotal |
|---|---|---|---|---|---|
| 22551-01 | 11/26/2014 | | 1069412283 | 5,376.15 | 5,376.15 |
| | | | Credits | | 1051.00 |
| | | | | | 528.00 |
| | | | Bal. | | 3,797.15 |

Please detach all remittance coupons and return with your payment.

G&K SERVICES

(Q)CITY OF SWEETWATER
MAINTENANCE
500 SW 109TH AVE
SWEETWATER FL 33174-1336

| Inv/Ref# | Amt | Date | Inv/Ref# | Amt | Date |
|---|---|---|---|---|---|
| 1069412283 | 5,376.15 | 11/26/14 | | | |

## REMITTANCE SECTION

Remittance Coupon: 1 of 1
Customer Number: 1540720
Statement Date: 02/28/2015
Terms from Invoice Date: Payable 10th day of month
Total Amount Due: 5,376.15

Amount Enclosed: $ _____

**Please send your remit payment to the address below.**
**Include all remittance coupons with your payment.**

G&K Services
PO BOX 842385
BOSTON MA 02284-2385

842385000000000000015407203000000000000000022820150000000000000000000000005376150

CITY OF SUNSHINE WATER
170 LAKE 110TH AVE
SUNSHINE FLA 32174

**Delivering Uniform Service Excellence**

PAGE
OF
DATE
PAYMENT TERMS
A/R USER
CUSTOMER NBR

| ITEM DESCRIPTION | PRICE | QUANTITY | AMOUNT |
|---|---|---|---|
| 2 X 21.00 = | | | 42.00 |
| 3 X 22.00 = | | | 66.00 |

**Thank You**

We appreciate your business

CASH - PAYMENT DUE ON RECEIPT OF INVOICE - THANK YOU
CHARGE - NET 10TH OF MONTH FOLLOWING DELIVERY - THANK YOU

All sales adjustments are subject to G&K Management approval. Goods and services offered pursuant to a contract. Returned checks are subject to a service fee.

CUSTOMER SIGNATURE

| | |
|---|---|
| | 528.00 |
| INVOICE TOTAL | |
| ADJUSTMENTS | |
| NET INVOICE | 528.00 |

No. 3763 P. 1

Apr. 30. 2015 3:26PM

Delivering Uniform Service Excellence
3050 SW 42 ST
FORT LAUDERDALE FL 33312 0000
( 954 ) 327 - 9400

INVOICE
965381
PAGE 1 OF
DATE 4/30/15
PMT METH A/R NBR
CUSTOMER NBR 2 259 01

Address CITY OF SWEETWATER
1701 NW 110TH AVE
City Sweetwater St FL Zip 33174

Remit To: G&E SERVICES-FT LAUDERDALE
PO BOX 842385
BOSTON MA 02284 2385

X Credit Memo ___ Debit Memo

| SVC AGR NBR | P.O. NUMBER | P.O. REQ'D | G&K FEDERAL ID NBR | TAX CODE | RATE | EXEMPTION NBR | DAY RTE | GARM TAG |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

| WEARER NAME / ITEM DESCRIPTION | LOCKER | CLK NBR / INV | BILLING QUANTITY | BILLING AMOUNT | TAX CODE | INV TIME USE | SALES ADJUSTMENT QUANTITY | SALES ADJUSTMENT NET ADJU. |
|---|---|---|---|---|---|---|---|---|
| 2 X 21.00 = | | | | (462.00) | | | | |
| 3 X 22.00 = | | | | (66.00) | | | | |
| Free | | | | | | | | |

Thank You
We appreciate your business

CASH - PAYMENT DUE ON RECEIPT OF INVOICE - THANK YOU!
CHARGE - NET 10TH OF MONTH FOLLOWING DELIVERY - THANK YOU!

All sales adjustments are subject to G&K Management approval. Goods and services offered pursuant to a contract. Returned checks are subject to a service fee.

X _____ CUSTOMER SIGNATURE

| | | | |
|---|---|---|---|
| SUBTOTAL | (528.00) | TAXABLE ADJUST | |
| TAX AMOUNT | | SALES TAX | |
| INVOICE TOTAL | | NON-TAX ADJUST | |
| ADJUSTMENT | | TOTAL ADJUST | |
| NET INVOICE | (528.00) | | |

| APPROVED BY | PAYMENT RECEIVED |
|---|---|
| | |

G&K SERVICES

G&K SERVICES-FT LAUDERDALE
3050 SW 42 ST
FORT LAUDERDALE,FL 33312-0000
Phone: (954) 327-9400

Remit To:
PO BOX 842385
BOSTON, MA 02284-2385

CITY OF SWEETWATER
MAINTENANCE
1701 NW 110TH AVENUE
SWEETWATER, FL 33174
Customer Number: 22551-01
Service Agreement: 843602
Contact:ZINSSIA BARRA

Invoice Number: 1069412283
Invoice Date: 11/26/2014
Payment Method: CHARGE
Bill-To Number: 0022551
P.O. Number:
Fed ID Number: 41-1670526
Route: 38

ORIGINAL

Message(s)
Thank you for choosing G&K Services as your Uniform Company We appreciate your Business!

| Wearer Number | Wearer Name / Product Description | Locker/ Frequency | Clock# | ----Billing---- Quantity | Amount | TAX |
|---|---|---|---|---|---|---|
| 003 | RODRIGUEZ, LAZARO | | 0 | | $219.00 | |
| | SHRT LS 65/35,INDUST,POS.BLUE,M,RG | | $0.00 | 0 | | |
| | Unreturned | | $21.00 | 1 | | |
| | PANT 65/35,INDUST,NAVY,31,30 | | $0.00 | 0 | | |
| | Unreturned | | $198.00 | 9 | | |
| 004 | ABRAHAM, ALBA | | 0 | | $131.00 | |
| | SHRT LS 65/35,INDUST,POS.BLUE,L,RG | | $0.00 | 0 | | |
| | Unreturned | | $63.00 | 3 | | |
| | PANT 65/35,INDUST,NAVY,40,32 | | $0.00 | 0 | | |
| | Unreturned | | $22.00 | 1 | | |
| | SHRT SS STRIPE,INDUST,LTBL/WHT,XL,SS | | $0.00 | 0 | | |
| | Unreturned | | $46.00 | 2 | | |
| 005 | ARTOLA, JORGE | 0 | 0 | | $147.00* | |
| | SHRT LS 65/35,INDUST,POS.BLUE,M,RG | | $0.00 | 0 | | |
| | Unreturned | | $231.00 | 11 | | |
| | Return-Credit | | ($42.00) | 2 | | |
| | Return-Credit | | ($42.00) | 2 | | |
| | PANT 65/35,INDUST,NAVY,34,30 | | $0.00 | 0 | | |
| | Unreturned | | $242.00 | 11 | | |
| | Return-Credit | | ($154.00) | 7 | | |
| | Return-Credit | | ($88.00) | 4 | | |
| 006 | VELANCEO, RAFAEL | | 0 | | $374.45 | |
| | PANT 65/35,INDUST,NAVY,40,28 | | $0.00 | 0 | | |

-11

0

G&K SERVICES

| | | | | | |
|---|---|---|---|---|---|
| | Unreturned | | $176.00 | 8 | |
| | SHRT SS 65/35,INDUST,POS.BLUE,2X,SS | | $0.00 | 0 | |
| | Unreturned | | $198.45 | 7 | |
| 007 | VALENCIA, GUS | | 0 | | $495.00 |
| | SHRT LS STRIPE,INDUST,LTBL/WHT,L,RG | | $0.00 | 0 | |
| | Unreturned | | $138.00 | 6 | |
| | PANT 65/35,INDUST,NAVY,34,30 | | $0.00 | 0 | |
| | Unreturned | | $242.00 | 11 | |
| | SHRT SS STRIPE,INDUST,LTBL/WHT,L,SS | | $0.00 | 0 | |
| | Unreturned | | $115.00 | 5 | |
| 008 | MAS, JORGE | | 0 | | $344.00 |
| | PANT 65/35,INDUST,NAVY,34,30 | | $0.00 | 0 | |
| | Unreturned | | $176.00 | 8 | |
| | SHRT SS 65/35,INDUST,NAVY,L,SS | | $0.00 | 0 | |
| | Unreturned | | $168.00 | 8 | |
| 009 | LUIS, JOSE | | 0 | | $495.00 |
| | SHRT LS STRIPE,INDUST,LTBL/WHT,S,RG | | $0.00 | 0 | |
| | Unreturned | | $138.00 | 6 | |
| | PANT 65/35,INDUST,NAVY,30,30 | | $0.00 | 0 | |
| | Unreturned | | $242.00 | 11 | |
| | SHRT SS STRIPE,INDUST,LTBL/WHT,S,SS | | $0.00 | 0 | |
| | Unreturned | | $115.00 | 5 | |
| 010 | RODRIGUEZ, RICARDO | 0 | 0 | | $248.00* |
| | SHRT LS STRIPE,INDUST,LTBL/WHT,L,RG | | $0.00 | 0 | |
| | Unreturned | | $138.00 | 6 | |
| | PANT 65/35,INDUST,NAVY,38,30 | | $0.00 | 0 | |
| | Unreturned | | $132.00 | 6 | |
| | Return-Credit | | ($22.00) | 1 | |
| 011 | LEON, ARIEL | 0 | 0 | | $314.00* |
| | SHRT LS STRIPE,INDUST,LTBL/WHT,L,RG | | $0.00 | 0 | |
| | Unreturned | | $46.00 | 2 | |
| | PANT 65/35,INDUST,NAVY,32,30 | | $0.00 | 0 | |
| | Unreturned | | $242.00 | 11 | |
| | Return-Credit | | ($66.00) | 3 | |
| | SHRT SS STRIPE,INDUST,LTBL/WHT,L,SS | | $0.00 | 0 | |
| | Unreturned | | $207.00 | 9 | |
| | Return-Credit | | ($92.00) | 4 | |
| | Return-Credit | | ($23.00) | 1 | |
| 012 | LAU, MIGUEL | 0 | 0 | | $182.00* |
| | SHRT LS STRIPE,INDUST,LTBL/WHT,XL,RG | | $0.00 | 0 | |
| | Unreturned | | $253.00 | 11 | |
| | Return-Credit | | ($115.00) | 5 | |
| | PANT 65/35,INDUST,NAVY,34,32 | | $0.00 | 0 | |
| | Unreturned | | $242.00 | 11 | |
| | Return-Credit | | ($198.00) | 9 | |
| 013 | ROJAS, LEANDRO | | 0 | | $311.00 |
| | SHRT LS STRIPE,INDUST,LTBL/WHT,S,RG | | $0.00 | 0 | |
| | Unreturned | | $69.00 | 3 | |
| | PANT 65/35,INDUST,NAVY,33,29 | | $0.00 | 0 | |

G&K SERVICES

| | | | | |
|---|---|---|---|---|
| | Unreturned | $242.00 | 11 | |
| 015 | RODRIGUEZ, FERNANDO | 0 | | $136.00* |
| | SHRT LS STRIPE,INDUST,LTBL/WHT,L,RG | $0.00 | 0 | |
| | Unreturned | $69.00 | 3 | |
| | Return-Credit | ($46.00) | 2 | |
| | PANT 65/35,INDUST,NAVY,34,30 | $0.00 | 0 | |
| | Unreturned | $132.00 | 6 | |
| | Return-Credit | ($88.00) | 4 | |
| | SHRT SS STRIPE,INDUST,LTBL/WHT,L,SS | $0.00 | 0 | |
| | Unreturned | $69.00 | 3 | |
| 016 | JORGE, J. RUBIO | 0 | | $253.00 |
| | SHRT SS STRIPE,INDUST,LTBL/WHT,M,SS | $0.00 | 0 | |
| | Unreturned | $253.00 | 11 | |
| 017 | ECHAGARRUA, LUIS 0 | 0 | | $360.00* |
| | PANT 65/35,INDUST,NAVY,36,28 | $0.00 | 0 | |
| | Unreturned | $242.00 | 11 | |
| | Return-Credit | ($66.00) | 3 | |
| | SHRT SS STRIPE,INDUST,LTBL/WHT,L,SS | $0.00 | 0 | |
| | Unreturned | $253.00 | 11 | |
| | Return-Credit | ($69.00) | 3 | |
| 018 | SANCHEZ, GUILLERMO | 0 | | $264.00 |
| | SHRT LS EXEC,OXFBTNDN,MED BLUE,17,35 | $0.00 | 0 | |
| | Unreturned | $48.00 | 2 | |
| | SHRT SS EXEC,OXFBTNDN,MED BLUE,17,SS | $0.00 | 0 | |
| | Unreturned | $216.00 | 9 | |
| 019 | ARES, RENIER 0 | 0 | | $289.00* |
| | PANT 65/35,INDUST,NAVY,36,32 | $0.00 | 0 | |
| | Unreturned | $242.00 | 11 | |
| | Return-Credit | ($22.00) | 1 | |
| | SHRT SS STRIPE,INDUST,LTBL/WHT,L,SS | $0.00 | 0 | |
| | Unreturned | $253.00 | 11 | |
| | Return-Credit | ($184.00) | 8 | |
| 020 | GUILLEN, RICHARD | 0 | | $151.20* |
| | SHRT LS STRIPE,INDUST,LTBL/WHT,3X,RG | $0.00 | 0 | |
| | Unreturned | $31.05 | 1 | |
| | PANT 65/35,INDUST,NAVY,48,28 | $0.00 | 0 | |
| | Unreturned | $148.50 | 5 | |
| | Return-Credit | ($59.40) | 2 | |
| | SHRT SS STRIPE,INDUST,LTBL/WHT,3X,SL | $0.00 | 0 | |
| | Unreturned | $31.05 | 1 | |
| 022 | ROJA, EDILBERTO | 0 | | $24.00 |
| | SHRT SS EXEC,OXFBTNDN,MED BLUE,175,SS | $0.00 | 0 | |
| | Unreturned | $24.00 | 1 | |
| 023 | RODRIGUEZ, NELSON | 0 | | $330.00* |
| | SHRT LS EXEC,OXFBTNDN,MED BLUE,17,33 | $0.00 | 0 | |
| | Unreturned | $48.00 | 2 | |
| | PANT EXEC,PLEATED,KHAKI,36,32 | $0.00 | 0 | |
| | Unreturned | $363.00 | 11 | |
| | Return-Credit | ($297.00) | 9 | |

G&K SERVICES

| | | | | | |
|---|---|---|---|---|---|
| | SHRT SS EXEC,OXFBTNDN,MED BLUE,17,SS | | $0.00 | 0 | |
| | Unreturned | | $216.00 | 9 | |
| 024 | QUINTERO, LUIS | 0 | 0 | | $0.00* |
| | SHRT LS STRIPE,INDUST,LTBL/WHT,XL,RG | | $0.00 | 0 | |
| | Unreturned | | $69.00 | 3 | |
| | Return-Credit | | ($69.00) | 3 | |
| | PANT 65/35,INDUST,NAVY,40,31 | | $0.00 | 0 | |
| | Unreturned | | $132.00 | 6 | |
| | Return-Credit | | ($132.00) | 6 | |
| | SHRT SS STRIPE,INDUST,LTBL/WHT,XL,SS | | $0.00 | 0 | |
| | Unreturned | | $69.00 | 3 | |
| | Return-Credit | | ($69.00) | 3 | |
| 025 | IGLESIAS, ANGEL | 0 | 0 | | $0.00* |
| | PANT 65/35,INDUST,NAVY,36,30 | | $0.00 | 0 | |
| | Unreturned | | $132.00 | 6 | |
| | Return-Credit | | ($132.00) | 6 | |
| | SHRT SS STRIPE,INDUST,LTBL/WHT,L,SS | | $0.00 | 0 | |
| | Unreturned | | $138.00 | 6 | |
| | Return-Credit | | ($138.00) | 6 | |
| 027 | ALVAREZ, FRANK | | 0 | | $160.00* |
| | PANT 65/35,INDUST,NAVY,34,32 | | $0.00 | 0 | |
| | Unreturned | | $132.00 | 6 | |
| | Return-Credit | | ($110.00) | 5 | |
| | SHRT SS STRIPE,INDUST,LTBL/WHT,L,SS | | $0.00 | 0 | |
| | Unreturned | | $138.00 | 6 | |
| 028 | PLASENCIA, EDDY | | 0 | | $148.50 |
| | PANT 65/35,INDUST,NAVY,32,25 | | $0.00 | 0 | |
| | Unreturned | | $148.50 | 5 | |
| | 4X6 MAT,TRACKCTL,MEDGRAY | WKLY | | 0 | $0.00 |
| | Unreturned | WKLY | | 4 | $260.00 |
| | Return-Credit | | | 4 | ($260.00) |

| | |
|---|---|
| SUB TOTAL: | $5,376.15 |
| TAX: | $0.00 |
| TOTAL: | $5,376.15 |

G&K SERVICES

All communications and correspondence regarding billing or payment disputes, including checks designated as "PAID IN FULL" or with similar language, must be sent to the G&K Services address listed on the top left hand side of this invoice. All sales adjustments are subject to G&K management approval. Goods and services offered pursuant to a contract.
Returned checks are subject to a service fee.
Thank you for your business!

Special Charges have been reviewed
and approved

Charges Accepted 12/19/14

Customer Signature 12/19/14

Last Name: bello

G&K SERVICES

3050 SW 42nd Street
Ft. Lauderdale, FL 33312
954-327-9400
954-327-9154 Fax
1.800.GKCARES
www.gkservices.com

# FAX

To: L. BRAVO.
From: MANNY NOVAL
Company:
Pages: (including cover) 3
Fax:
Date: 4/9/15.
Phone:
Cc:
Re:

☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

MY CELL 561-267-6664

12-28
Ricardo Mendez.

March 11, 2015

# G&K SERVICES

305
221 0411

Embroidered Shirts - 13 Total 273.00

Labels Shirts - 9 Total
Stained Shirts - 5 Total } 294.00

Painted Pants - 22 Total 484.00

$1,057.00 total.

Total Shirts 27 Total & 22 Pants

Garments Recieved By Manny Noval on 3/12/15.

By: Zinssia Barra

Administrative Maintenance Secretary


G&K SERVICES

3050 SW 42nd Street
Fort Lauderdale, FL 33312
www.gkservices.com

Manny Noval
Route Manager

954.327.9400 phone
954.327.9154 fax
561.267.6664 cell
800.783.4445 toll free
mnoval@gkservices.com


Delivering Uniform Service Excellence.

22551-01

City of Sweetwater
1701 NW 110th Ave
Sweetwater FL 33174

Delivering Uniform Service Excellence

INVOICE

PAGE
OF
DATE 3/13/15
PMT METH A/R NBR
CUSTOMER NBR 22551-01

| | | | |
|---|---|---|---|
| Labels, Stained | Uretutned Shirts Uretutned | ⟨294.00⟩ | C6 |
| Painted | Pants. Uretutned | ⟨484.00⟩ | C6 |
| Embroidered. | Embroidered shirts | ⟨273.00⟩ | C6 |

Ref inv #
1069412283

CASH - PAYMENT DUE ON RECEIPT OF INVOICE - *THANK YOU!*
CHARGE - NET 10TH OF MONTH FOLLOWING DELIVERY - *THANK YOU!*

All sales adjustments are subject to G&K Management approval. Goods and services offered pursuant to a contract. Returned checks are subject to a service fee.

X

ADJUSTMENTS ⟨1,051.00⟩

NET INVOICE ⟨1,051.00⟩

SALES COPY

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE PURCHASE OF THREE – 2015 F-150 SUPER (EXTENDED) CAB PICKUP TRUCKS FROM BARTOW FORD; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, the City Commission at a public meeting instructed City staff to acquire new quotes for an extended cab pickup truck; and

**WHEREAS**, staff obtained three quotes; and

**WHEREAS**, Bartow Ford submitted the best quote; and

**WHEREAS**, the trucks are necessary for the proper and efficient running of the Building and Zoning department and shall serve in the best interest of the City and its residents.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Approval.** The purchase of three (3) 2015 F-150 super extended) Cab pickup trucks at a price of $_____ per truck is hereby approved.

**Section 3. Authorization and Implementation.** The Mayor is hereby authorized to sign any agreements and to do all necessary things to implement this Resolution.

**Section 4.** **Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

Mayor Orlando Lopez

# MEMORANDUM

**Date:** 6-8-15

**To:** Honorable Jose M. Diaz, Vice Mayor and Members of The City Commission

**From:** Mayor Orlando Lopez

**Re:** Purchase of (3) – 2015 Ford F-150 Extended Cab Pickups

---

## DESCRIPTION OF ITEM

This item was before the City Commission and approved. I was instructed by the Commission to acquire new quotes for the extended cab pickup trucks in lieu of the regular cab. The commission believed that the increase in price would be minimal and would better serve the functions of the department. The price difference from the regular cab to the extended cab is $1,033.00 per truck.

The purchase of (3) – 2015 Ford F-150 Extended Cab Pickups, for use within the Building & Zoning Department. Currently the department has (4) pickups which are being used by Jorge Vega, Deyne Hernandez, Sergio Purrinos and the last one being shared among the inspectors and Director. As a result of the new code enforcement officer and electrical inspector which were hired and the increase of inspection volumes it is no longer feasible for the inspectors to share a pickup to perform inspections. Currently the majority of inspectors are using their own personal cars to perform inspections. Upon review of the quotes provided by maintenance department, the new quote by Bartow Ford appears to be the best in regards to vehicle being offered.

## BACKGROUND

Please see attached (3) quotes as back up documents and previous approved quote for regular cab pickup.

## FISCAL IMPACT

The increased revenue being created as a result of all the new developments will adequately cover the expense.

**RECOMMENDATION**

We recommend approval of the purchase of the pickup trucks to enable the Building and Zoning Department to provide prompt and professional inspections and services to the constituents.

Department / Section Director

BARTOW FORD
INTEGRITY•TRUST•HONESTY
*Since 1948*

April 14, 2015
**City of Sweetwater**
**Eddie Plasencia**

| **2015 FORD F150 SUPER CAB - 4X2** | |
|---|---|
| X1C | 2015 FORD F150 SUPER CAB- 4X2 145" Wheelbase, 6.5' Bed (EXTENDED CAB)<br>3.5L V-6<br>Automatic Transmission<br>4 Corner LED Lights<br>Heavy Duty Spray In Liner |
| | **TOTAL PURCHASE AMOUNT PER UNIT** **$21,015.00** |

**Lease Payments per Unit**
3 Annual Payments @ $22,443.07
4 Annual Payments @ $17,301.12
$1.00 Buyout a Lease Term

**If you have any questions or need any additional information please feel free contact me anytime.**
Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

Palmetto Truck Center
7245 N W 36th St, Miami, Florida, 33166
Office: 305-592-3673

# Customer Proposal

**Prepared For:**
EDDIE PLASENCIA
CITY OF SWEETWATER

**Prepared By:**
Charlie Rodgers
Office: 3054701334
Email: crodgers@palmettotruck.com

**Date:** 04/28/2015
**Vehicle:** 2015 F-150 XL
4x2 SuperCab Styleside 8' box 163" WB

# Selected Options

| Code | Description |
|---|---|
| **Base Vehicle** | |
| X1C | Base Vehicle Price (X1C) |
| **General Info** | |
| FINAL2 | Fleet Final Order Date: TBA |
| **Packages** | |
| 100A | Equipment Group 100A Base<br>*Includes:*<br>*- Engine: 2.7L V6 EcoBoost*<br>*Includes start/stop system.*<br>*- Transmission: Electronic 6-Speed Automatic*<br>*Includes tow/haul mode.*<br>*- 3.31 Axle Ratio*<br>*- GVWR: 6,500 lbs Payload Package*<br>*- Tires: P245/70R17 BSW A/S*<br>*Includes OWL A/T spare tire.*<br>*- Wheels: 17" Silver Steel*<br>*- Cloth 40/20/40 Front Seat*<br>*Includes 2-way manual driver/passenger adjustment and armrest.*<br>*- Radio: AM/FM Stereo w/6 Speakers* |
| **Powertrain** | |
| 99P | Engine: 2.7L V6 EcoBoost<br>*Includes start/stop system.* |
| 446 | Transmission: Electronic 6-Speed Automatic<br>*Includes tow/haul mode.* |
| X27 | 3.31 Axle Ratio |
| STDGV | GVWR: 6,500 lbs Payload Package |
| **Wheels & Tires** | |
| STDTR | Tires: P245/70R17 BSW A/S<br>*Includes OWL A/T spare tire.* |
| 64C | Wheels: 17" Silver Steel |
| **Seats & Seat Trim** | |
| C | Cloth 40/20/40 Front Seat<br>*Includes 2-way manual driver/passenger adjustment and armrest.* |
| **Other Options** | |
| 163WB | 163" Wheelbase |

# Selected Options (cont'd)

| Code | Description |
|---|---|
| STDRD | Radio: AM/FM Stereo w/6 Speakers |
| PAINT | Monotone Paint Application |
| 96P | Drop-In Plastic Bedliner (Pre-Installed)<br>*Custom Accessory.* |
| **Interior Colors** | |
| CG | Dark Earth Gray |
| **Primary Colors** | |
| YZ | Oxford White |

# Pricing

| **SUBTOTAL** | **MSRP** |
|---|---|
| **Vehicle Price** | **30,970.00** |
| **Options** | **350.00** |
| **Upfitting** | **0.00** |
| **Fuel Charge** | **0.00** |
| **Destination Charge** | **1,195.00** |
| **Total** | **32,515.00** |
| Pre-Tax Adjustments | |
| CSX1C0428A | (10,353.00) |
| Total Pre-Tax Adjustments | (10,353.00) |
| **Pre-Tax Total** | **22,162.00** |
| **Single Vehicle Total 1 (Number of Vehicles)** | **22,162.00** |
| **Grand Total** | **22,162.00** |

*Palmetto Ford*

*Presents...*

# The 2015 Ford F-150 XL

## 4x2 Regular Cab Styleside 6.5' box 122.5" WB

*Prepared For:* EDDIE PALSENCIA
*Prepared By:* Charlie Rodgers
*Prepared On:* March 23, 2015

**Prepared For:**
EDDIE PALSENCIA
CITY OF SWEETWATER
Florida

**Prepared By:**
Charlie Rodgers
Palmetto Ford
7245 NW 36 St
Miami, Florida, 33166
Phone: (305) 470-1334
Toll Free: (800) 432-3317

# *Selected Options*

## 2015 Ford F-150

**4x2 Regular Cab Styleside 6.5' box 122.5" WB XL (F1C)**

**Vehicle Snapshot**

**Engine:** 3.5L Ti-VCT V6 (FFV)
**Transmission:** Electronic 6-Speed Automatic
**Rear Axle Ratio:** 3.55
**GVWR:** 6,010 lbs Payload Package

| Code | Description | Class |
|---|---|---|
| F1C | **Base Vehicle Price (F1C)** | STD |
| **General Info** | | |
| | **Initial Order Date: 07/28/2014** | OPT |
| | **Start-Up Date: 02/16/2015** | OPT |
| **Packages** | | |
| 100A | **Equipment Group 100A Base**<br>*(998) Engine: 3.5L Ti-VCT V6 (FFV); (446) Transmission: Electronic 6-Speed Automatic : Includes tow/haul mode.; (X19) 3.55 Axle Ratio; (STDGV) GVWR: 6,010 lbs Payload Package; (STDTR) Tires: P245/70R17 BSW A/S; (64C) Wheels: 17" Silver Steel; (C) Cloth 40/20/40 Front Seat : Includes 2-way manual driver/passenger adjustment and armrest.; (STDRD) Radio: AM/FM Stereo w/Clock & 4 Speakers* | OPT |
| **Emissions** | | |
| 425 | **50 State Emissions (Fleet)**<br>*AVAILABLE ONLY to Commercial and Government Fleet.* | OPT |
| **Powertrain** | | |
| 998 | **Engine: 3.5L Ti-VCT V6 (FFV)**<br>*Torque: 255 ft.lbs. @ 4000 rpm.* | INC |
| 446 | **Transmission: Electronic 6-Speed Automatic**<br>*Includes tow/haul mode.* | INC |
| X19 | **3.55 Axle Ratio** | INC |
| STDGV | **GVWR: 6,010 lbs Payload Package** | INC |
| **Wheels & Tires** | | |

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05211257 1/2/2015

## *Selected Options Continued*

**Prepared For:** EDDIE PALSENCIA
**Prepared By:** Charlie Rodgers
**Dealership:** Palmetto Ford

| Code | Description | Class |
|---|---|---|
| STDTR | Tires: P245/70R17 BSW A/S | INC |
| 64C | Wheels: 17" Silver Steel | INC |
| **Seats & Seat Trim** | | |
| A | Vinyl 40/20/40 Front Seat | OPT |
| **Other Options** | | |
| PAINT | Monotone Paint Application | STD |
| 122WB | 122.5" Wheelbase | STD |
| STDRD | Radio: AM/FM Stereo w/Clock & 4 Speakers | INC |
| **Interior Colors For : Primary w/XL (Regs)** | | |
| AG | Medium Earth Gray | OPT |
| **Primary Colors For : Primary w/XL (Regs)** | | |
| YZ | Oxford White | OPT |
| **Accessories and Aftermarket Options** | | |
| BLF150 | BEDLINER | |

**Vehicle Subtotal**

**Destination**

**Vehicle Subtotal (including Destination)**

**Prepared For:**
EDDIE PALSENCIA
CITY OF SWEETWATER
Florida

**Prepared By:**

Charlie Rodgers
Palmetto Ford
7245 NW 36 St
Miami, Florida, 33166
Phone: (305) 470-1334
Toll Free: (800) 432-3317

# *Quotation*

## 2015 Ford F-150

**4x2 Regular Cab Styleside 6.5' box 122.5" WB XL (F1C)**

| | **MSRP** |
|---|---|
| Base Vehicle Price | 25,420.00 |
| Factory Options | 0.00 |
| Destination | 1,195.00 |
| **Vehicle Total** | **26,615.00** |
| Pre-Tax Adjustments | |
| SWF1C0204A | -7,187.00 |
| **Total Pre-Tax Adjustments** | **-7,187.00** |
| **Grand Total** | **19,428.00** |

**Prepared For:**
EDDIE PALSENCIA
CITY OF SWEETWATER
Florida

**Prepared By:**
Charlie Rodgers
Palmetto Ford
7245 NW 36 St
Miami, Florida, 33166
Phone: (305) 470-1334
Toll Free: (800) 432-3317

# *Dimensions & Capacities*

## 2015 Ford F-150

**4x2 Regular Cab Styleside 6.5' box 122.5" WB XL (F1C)**

| Description | Value |
|---|---|
| **Dimensions and Capacities** | |
| Output | 283 hp @ 6,500 rpm |
| Torque | 255 lb.-ft. @ 4,000 rpm |
| 1st gear ratio | 4.170 |
| 2nd gear ratio | 2.340 |
| 3rd gear ratio | 1.520 |
| 4th gear ratio | 1.140 |
| 5th gear ratio | 0.860 |
| 6th gear ratio | 0.690 |
| Reverse gear ratio | 3.400 |
| City/hwy | 18 mpg/25 mpg |
| Curb weight | 4,050 lbs. |
| GVWR | 6,010 lbs. |
| Front | 2,850 lbs. |
| Rear GAWR | 3,300 lbs. |
| Payload | 1,910 lbs. |
| Front curb weight | 2,324 lbs. |
| Rear curb weight | 1,726 lbs. |
| Front spring rating | 2,850 lbs. |
| Rear spring rating | 3,300 lbs. |
| Front tire/wheel capacity | 3,650 lbs. |
| Rear tire/wheel capacity | 3,650 lbs. |
| Towing capacity | 5,000 lbs. |
| 5th-wheel towing capacity | 4,900 lbs. |
| Front legroom | 43.9 " |
| Front headroom | 40.8 " |
| Front hiproom | 62.5 " |
| Front shoulder room | 66.7 " |
| Passenger area volume | 64.6 cu.ft. |
| Length | 209.3 " |
| Body width | 79.9 " |
| Body height | 75.2 " |
| Wheelbase | 122.5 " |
| Turning radius | 20.4 ' |
| Fuel tank | 23.0 gal. |
| Exterior cargo length | 78.0 " |

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05211257 1/2/2015

| Description | Value |
|---|---|
| **Dimensions and Capacities** | |
| Exterior cargo minimum width | 50.6 " |
| Exterior cargo volume | 62.3 cu.ft. |
| Exterior cargo pickup box depth | 21.4 " |
| Exterior cargo maximum width | 65.2 " |
| Exterior cargo maximum width | interior maximum cargo volume |

**Jennifer Marono**

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**From:** Eddy Plasencia
**Sent:** Monday, April 20, 2015 3:25 PM
**To:** David Cruz
**Subject:** RE: Grand Prize Chevrolet's 2015 Silverado 1500 WT!

Good afternoon David,

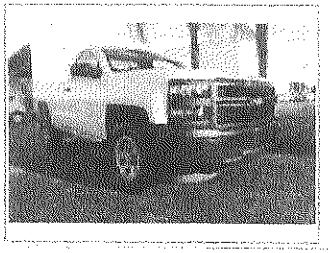
We would like to know if you can kindly send us a quote via email for the price of the extra cab pick-up truck as well to compare them in price. I look forward to hearing from you soon.

**From:** David Cruz [mailto:dcruz@grandprizeauto.com]
**Sent:** Tuesday, February 10, 2015 5:50 PM
**To:** Eddy Plasencia
**Subject:** Grand Prize Chevrolet's 2015 Silverado 1500 WT!

Hello Eddy
Please feel free to contact me either by phone or by simply responding to this e-mail. I look forward to hearing from you.

MRSP Price $28,335
Discount total: $5,550
Out The Door: $26,388.73

**2015 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck**



Selling Price: **$28,335**
Type: New
VIN: 1GCNCPEHXFZ151212
Stock: 15T0210
Style: 2WD Standard Pickup Trucks
Engine:
Transmission: 6-Speed A/T

BARTOW FORD
INTEGRITY•TRUST•HONESTY
Since 1940

February 4, 2015
**City of Sweetwater**
**Eddie Plasencia**

| **2015 FORD F150 REGULAR CAB - 4X2** | | |
|---|---|---|
| F1C | 2013 FORD F150 REGULAR CAB- 4X2 122" Wheelbase, 6.5' Bed (REGULAR CAB)<br>3.5L V-6<br>Automatic Transmission<br>4 Corner LED Lights<br>Heavy Duty Spray In Liner | |
| | ***TOTAL PURCHASE AMOUNT PER UNIT*** | **$19,982.00** |

**Lease Payments per Unit**
36 Months @ $640.00
48 Months @ $500.00
$1.00 Buyout a Lease Term

**If you have any questions or need any additional information please feel free contact me anytime.**
Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE PURCHASE OF FURNITURE FOR THE BUILDING AND ZONING DEPARTMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, the increase demand from customers for services and information from the City's Building and Zoning Department requires the purchase of furniture for the customer service lobby, customer waiting area and work stations; and

**WHEREAS**, the acquisition of furniture will provide for a more professional and receptive environment for customers and employees; and

**WHEREAS**, the quote for the furniture where provided by Capital Office Products an approved vendor.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Approval.** The acquisition of furniture for the Building and Zoning Department from Capital Office Products in the amount of $1,445.07 is hereby approved.

**Section 3. Authorization and Implementation.** The Mayor is hereby authorized to sign any documents and to do all necessary things to implement this Resolution.

**Section 4.** **Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

JOSE M. DIAZ, COMMISSION PRESIDENT ____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT ____
PRISCA BARRETO, COMMISSIONER ____
MANUEL DUASSO, COMMISSIONER ____
IDANIA LLANIO, COMMISSIONER ____
ISOLINA MAROÑO, COMMISSIONER ____
EDUARDO M. SUAREZ, COMMISSIONER ____

Mayor Orlando Lopez

# MEMORANDUM

**Date:** 6-8-15

**To:** Honorable Jose M. Diaz, Vice Mayor and Members of The City Commission

**From:** Mayor Orlando Lopez

**Re:** Purchase of Furniture

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## DESCRIPTION OF ITEM

The purchase of furniture for Building & Zoning Department customer service lobby and inspector / clerk chairs. Currently the customer waiting area has 3 chairs and with the high volume of traffic the customers are made to wait, lingering around the office area. The 3 padded chairs are 2 for the clerks and one for the new electrical inspector.

## BACKGROUND

Please see attached quote as back up document from approved vendor.

## FISCAL IMPACT

The increased revenue being created as a result of all the new developments will adequately cover the expense.

## RECOMMENDATION

We recommend approval of the chairs to provide a more receptive environment for our customers and more comfortable work station for our employees.

Department / Section Director

# Shopping Cart

| | |
|---|---|
| Status: | Shopping Cart |
| Date: | 3/24/2015 |
| Account Number: | 32119: CITY OF SWEETWATER |
| Department: | 0001: BUILDING & ZONING |
| Submitted By: | Carlo Lanza |

210 Fentress Blvd
Daytona Beach, FL 32114
Phone: 1-800-552-1340 Fax: 1-800-249-4329
www.capofficeproducts.com
Technical support (capitalecomm@capofficeproducts.com)

| Bill To: | Ship To: |
|---|---|
| CITY OF SWEETWATER<br>500 SW 109TH AVE<br>SWEETWATER, FL 33174 | Attention: Blank Attention |

| # | SKU | Description And Comments | Qty | Unit | Price | Extended |
|---|---|---|---|---|---|---|
| 1 | HON4003AB12T | Solutions 4000 Series Seating Leg Base Guest Arm Chair, Gray | 6 | Each | $143.00 | $858.00 |
| 2 | BSXVL531MM10 | VL531 Series High- Back Work Chair, Mesh Back, Padded Mesh Seat, Black | 3 | Each | $195.69 | $587.07 |
| 3 | | | | | | |
| | | | | | Item Total: | 1,445.07 |

**Thank you.**

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE eCIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, the City Commission of the City of Sweetwater (the "City Commission") has made a determination to seek additional funding for various City projects; and

**WHEREAS**, eCivis, Inc. ("eCivis") provides grant research resources to assist the City in obtaining funding through grant programs; and

**WHEREAS**, the entering into an agreement with eCivis to service their available resources is in the best interest of the City and its residents.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Approval.** The eCivis Master Subscription and Services Agreement (the "Agreement") attached hereto as exhibit "A" is hereby approved.

**Section 3. Authorization and Implementation.** The Mayor is hereby authorized to execute the Agreement and do all necessary things to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

JOSE M. DIAZ, COMMISSION PRESIDENT ____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT ____
PRISCA BARRETO, COMMISSIONER ____
MANUEL DUASSO, COMMISSIONER ____
IDANIA LLANIO, COMMISSIONER ____
ISOLINA MAROÑO, COMMISSIONER ____
EDUARDO M. SUAREZ, COMMISSIONER ____

Mayor Jose M. Diaz

# MEMORANDUM

**Date:** 6/8/2015

**To:** Honorable Jose M. Diaz, Commission President and Members of The City Commission

**From:** Mayor Orlando Lopez

**Re:** Agreement with e-Civis for Grants Research Services

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## DESCRIPTION OF ITEM

This resolution is to enter into an agreement with *e-Civis* for the provision of grant research services. *e-Civis* provides an experienced, and full-time, team of professional researchers to find and research all types of grant opportunities available to the City of Sweetwater. *e-civis* will provide an **online database** of all researched and currently open grant opportunities that are available to the city serving all purposes (parks, economic development, police, drainage, technology, capital improvements, etc.) *e-civis*, will provide access to the online database for two (2) user subscriptions of all of their researched grants.

This agreement will last for three years, with an option to opt-out after the first year, if the City is not satisfied with services. Services will begins 7/1/2015 and end 6/30/2016 for the first year, and renew each subsequent year.

## BACKGROUND

Founded in 2000, *e-Civis* has served the grants management needs of state, local and tribal governments for 15 years. Their organization consists of full-time grant writers, researchers and peer-reviewers. The e-civis team of professional analysts reviews tens of thousands of grant funding opportunities so the City of Sweetwater does not have to. This drastically reduces the amount of time, money and energy spent on researching grant opportunities for the City to fund its projects and services.

*e-civis* already serves many government clients in Florida, including Polk County, Belle Glade, South Bay, Titusville, Broward County, Lake Mary, Opa-Locka, Winter Garden, Punta Gorda, Wilton Manors, Leon County, Port St. Lucie, Alachua County, Sarasota County, Cape Coral,

Orange County, St. Lucie County, Kissimmee, Collier County, Miami Beach, Lee County, Sunrise, Polk County, Palm Beach County, Dundee, Islamorada, Marathon, Pompano Beach, El Portal, Miami Gardens, Santa Rosa County, Cutler Bay, Malabar, Miramar, Destin Fire District.

Attached, are three recommendations of counties and cities who currently use and recommend *e-civis*.

**FISCAL IMPACT**

$2,400 per year cost to the City. Agreement contains an opt-out clause after the first year. This proposal is also being provided at a discounted rate to the City (normal price is $3,500 per year).

**RECOMMENDATION**

It is recommended to approve the agreement with e-Civis as it will not only empower the City to be more successful in receiving more grants, but also will save the City time, money and energy spent researching grants to fund City projects and services.

J. David Borrero, Grants Administrator
Department / Section Director

eCIVIS
Your tools for grants success.™

# ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 3/24/2015
Contract No. 9282

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")
418 N. Fair Oaks Ave. #301
Pasadena, CA 91103
Fax: (626) 628-3232
Sales Contact:
Jase Leonard

and

City of Sweetwater, FL ("Customer")
500 S.W. 109 Avenue, 2nd Floor
Sweetwater, FL 33174
Phone: (305) 485-4537
Principal Contact and Master Access Holder:
Jesus David Borrero, Grants Administrator

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and Services are provided to Customer, and supersedes all previous agreements between eCivis and Customer.

| GN: Recurring Annual Subscription Fee | Description | Units | Avg Unit Price | Total Price |
|---|---|---|---|---|
| GN: Pre-Award - 2 User Licenses | Pre-Award Grants Management System | 1 | $3,500.00 | $3,500.00 |
| | GN: Recurring Annual Subscription Fee Sub-Total | | | $3,500.00 |
| | Incentive Discount | | | ($750.00) |
| | Multi-year Discount | | | ($350.00) |
| | | | TOTAL PRICE | $2,400.00 |

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 7/15/2018. Payment is due net 30 days from invoice date.

Cycle 1: 7/16/2015 through 7/15/2016 for a price of $ 2,400
Cycle 2: 7/16/2016 through 7/15/2017 for a price of $ 2,400
Cycle 3: 7/16/2017 through 7/15/2018 for a price of $ 2,400

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: May 29, 2015.

IN WITNESS WHEREOF, the parties hereto have caused to be executed or executed this Agreement as of the day and year first above written.

Accepted By:
City of Sweetwater, FL

By: _____
(Authorized Signature)

Name: _____
(type or print)

Title: _____

Date: _____

Accepted By:
eCivis, Inc.

By: _____
(Authorized Signature)

Name: Stephanie Rodriguez-Barnett
(type or print)

Title: Director of Account Operations

Date: _____

O Send invoice to (if different than address above): _____

eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 2, 2015. It is effective between You and Us as of the date of You accepting this Agreement.

Table of Contents



1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our professional services division under this Agreement or any relevant purchase order. Such work may include, but not limited to, Grant Writing, Peer Review, Technical Assistance and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants NetworkTM, Professional Services or Nonprofit One-StopTM.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at http://www.ecivis.com and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as Consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on the number of grants that can be managed in Our Grants Network™ Tracking & Reporting product, on the number of grant applications, peer reviews and/or trainings provided by Us. Any such limitations are specified in the signature page of this Agreement.

3.5. Third Party Data. We do not own data or files submitted to Grants Network by third parties. You assume all risks that may occur from downloading third-party data or files.

4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Professional Services as part of its User Subscriptions and each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for Services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and

courteous manner in the performance of their duties under this Agreement to complete such Professional Services.

4.3. It is understood by You that delays in providing material or information resulting in missed grant application deadlines does not constitute non delivery of grant writing services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Professional Services.

4.4. Peer Review Services. Should this Agreement include Peer Review services, upon mutual agreement by Us and You, Peer Review services may be exchanged with "customized services" of equivalent value, if such Services are available at the time of request. Such "customized services" may include, but not limited to, customized funding searches, consulting, coaching, and training.

4.5. You shall provide to Us written acceptance of each Professional Service listed in Exhibit A within 5 business days of Professional Services being delivered to You. Failure to provide written acceptance during this period shall be deemed acceptance of Professional Services delivered.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, (i) fees are based on Services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and will not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or pay by check. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed under this Agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our Services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our Services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivate works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information is subject to open records requirements defined by state statute, unless explicitly exempt under state statute. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

10.6. Opt-Out Termination After First Year's Subscription Cycle. Upon written notice, postmarked no later than 30 days before the end of each subscription cycle, You may choose to "opt-out" of this Agreement without penalty. No refunds will be given for any payment given for the current year's cycle, and all payment obligations for the current year's cycle remain due and payable.

11. GOVERNING LAW AND JURISDICTION

11.1. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

12.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement

upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

13. MUTUAL INDEMNIFICATION

13.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

13.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. Exclusive Remedy. This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

[Remainder of page intentionally left blank, signature page is on the cover page to this Agreement]

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, CREATING A PROPERTY ASSESSED CLEAN ENERGY PROGRAM AND JOINING THE CLEAN ENERGY GREEN CORRIDOR PROGRAM IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; ADOPTING AN INTERLOCAL AGREEMENT PURSUANT TO SECTION 163.01, FLORIDA STATUTES RELATING TO THE CORRIDOR; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, in 2010, the Florida Legislature adopted HB 7179 (Section 163.08, F.S.)(the "Bill"), which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the "Qualifying Improvements"); and

**WHEREAS**, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

**WHEREAS**, the Bill authorizes local governments that create PACE programs to enter into a partnership in order to provide more affordable financing for the installation of the Qualifying Improvements; and

**WHEREAS**, given the wide spread energy and economic benefits of PACE programs, the City Commission desires to join the Clean Energy Green Corridor PACE District in order to provide the upfront financing to property owners for Qualifying

Improvements and to enter into an interlocal with the District for the purpose of financing such improvements; and

**WHEREAS**, the City Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Sweetwater.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Creation of PACE Program.** The City Commission hereby creates a PACE Program pursuant to Section 163.08, Florida Statutes, for the purpose of providing upfront financing to property owners for Qualifying Improvements.

**Section 3. Adoption of Interlocal Agreement.** The City Commission hereby approves an interlocal agreement pursuant to Section163.01, Florida Statutes, between the City of Sweetwater and the Clean Energy Green Corridor District in substantially the form attached hereto as Exhibit "A", relating to the Clean Energy Green Corridor (the "Interlocal Agreement").

**Section 4. Authorization and Implementation.** The Mayor is hereby authorized to execute the Interlocal Agreement and do all necessary things to implement this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-

enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

Mayor Orlando Lopez

# MEMORANDUM

**Date:** June 16th, 2015

**To:** Jose M. Diaz, Sweetwater City Commission President

**From:** Honorable Orlando Lopez, Mayor

**Re:** Property Assessed Clean Energy ("*PACE*") Program – Clean Energy Green Corridor

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## DESCRIPTION OF ITEM

The Property Assessed Clean Energy ("*PACE*") Program – Clean Energy Green Corridor will offer upfront financing for several energy conservation and efficiency-related improvements (examples of improvements include: energy-efficient heating, cooling systems, solar panels, impact resistant windows etc.) to the homes of residents and businesses in our City. Several municipalities across the County have already joined.

## BACKGROUND

The City of Sweetwater is consistently seeking to further its mission of providing outstanding services and programs of value to its residents. Furthermore, the city seeks to manifest its commitment to the environment through promoting green and sustainable initiatives. The *PACE* program strongly supports the aforementioned priorities.

## FISCAL IMPACT

The Program will have no fiscal impact on the City.

## RECOMMENDATION

Approve.

Robert Herrada

**INTERLOCAL AGREEMENT BETWEEN THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT AND THE CITY OF SWEETWATER**

This Interlocal Agreement (the "Interlocal Agreement") is entered into this ___day of July, 2015 by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic (the "Green Corridor"), and the City of Sweetwater, a Florida municipal corporation (Collectively, the "Parties") for the purpose of providing a PACE program within the City of Sweetwater.

## RECITALS

**WHEREAS**, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

**WHEREAS**, on July ___, 2015, the City of Sweetwater adopted Resolution No. 15-_____ agreeing to join the Green Corridor in order to finance qualifying improvements in the City of Sweetwater in accordance with Section 163.08, Florida Statutes; and

**WHEREAS**, the Parties have determined that entering into this Interlocal Agreement is in the best interest and welfare of the property owners within the Green Corridor and the City of Sweetwater.

**NOW, THEREFORE**, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

2. Amended and Restated Interlocal Agreement. Except as provided herein, The Parties agree that the City of Sweetwater shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312.

3. Voting Rights. The Parties agree that the City of Sweetwater shall be a nonvoting member of the Green Corridor for the term of this Interlocal Agreement. The City of Sweetwater shall appoint one board member to serve as the nonvoting member of the Green Corridor.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Interlocal Agreement on this ____day of _____, 2015.

**ATTEST:**

**GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT**

By: _____
District Secretary

By: _____
District Manager

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: _____
Weiss Serota Helfman Cole & Bierman, P.L., District Attorney

**ATTEST:**

**CITY OF SWEETWATER**

By: _____
City Clerk

By: _____
Manager

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: _____
City of Sweetwater, Attorney

CFN 2012R0550022
OR Bk 28217 Pgs 0312 - 333; (22pgs)
RECORDED 08/06/2012 12:20:13
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

# AMENDED AND RESTATED[1] INTERLOCAL AGREEMENT BETWEEN THE TOWN OF CUTLER BAY, VILLAGE OF PALMETTO BAY, VILLAGE OF PINECREST, CITY OF SOUTH MIAMI, MIAMI SHORES VILLAGE, CITY OF CORAL GABLES & CITY OF MIAMI

This Amended and Restated Interlocal Agreement (the "Interlocal Agreement") is entered into between the Town of Cutler Bay, Florida, a Florida municipal corporation; Village of Palmetto Bay, Florida, a Florida municipal corporation; Village of Pinecrest, a Florida municipal corporation; City of South Miami, a Florida municipal corporation; Miami Shores Village, a Florida municipal corporation; City of Coral Gables, a Florida municipal corporation, and the City of Miami, a Florida municipal corporation (Collectively, the "Parties").

## RECITALS

**WHEREAS,** Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

**WHEREAS,** Section 163.01 (7), Florida Statutes, allows for the creation of a "separate legal entity" constituted pursuant to the terms of the interlocal agreement to carry out the purposes of the interlocal agreement for the mutual benefit of the governmental units; and

**WHEREAS,** the Parties desire to enter into an interlocal agreement creating a separate legal entity entitled the Green Corridor Property Assessment Clean Energy (PACE) District, hereinafter referred to as the "District;" and

**WHEREAS,** Section 166.021, Florida Statutes, authorizes the Parties to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS,** Section 163.08, Florida Statutes, provides that a "local government," defined as a county, municipality, a dependent special district as defined in Section 189.403, Florida Statutes, or a separate legal entity created pursuant to Section 163.01(7), Florida Statutes may finance energy related "qualifying improvements" through voluntary assessments; and

[1] This Interlocal Agreement restates and amends an interlocal agreement approved by the Town of Cutler Bay, Village of Palmetto Bay, Village of Pinecrest, and City of South of Miami, which was not recorded and thus never became effective. Therefore, this Interlocal Agreement, upon recordation, shall serve as the Interlocal Agreement establishing the Green Corridor Property Assessment Clean Energy (PACE) District created pursuant to Section 163.01(7), Florida Statutes.

**WHEREAS,** Section 163.08, Florida Statutes, provides that improved property that has been retrofitted with energy-related qualifying improvements receives the special benefit of alleviating the property's burden from energy consumption and assists in the fulfillment of the state's energy and hurricane mitigation policies; and

**WHEREAS,** Section 163.08(5), Florida Statutes, provides that local governments may enter into a partnership with one or more local governments for the purpose of providing and financing qualifying improvements; and

**WHEREAS,** the Parties to this Interlocal Agreement have expressed a desire to enter into this Interlocal Agreement in order to authorize the establishment of the District as a means of implementing and financing a qualifying improvements program within the District; and

**WHEREAS,** the Parties have determined that it is necessary and appropriate to create the District and to clarify various obligations for future cooperation between the Parties related to the financing of qualifying improvements within the District; and

**WHEREAS,** the Parties agree and understand that each member of the District will have complete control over the administration, governance, and implementation of their own PACE program, which includes, but is not limited to, the ability to review and approve program documents, marketing strategies, and determining eligible property types and improvements; and

**WHEREAS,** the Parties have determined that it shall serve the public interest to enter into this Interlocal Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide for the financing of qualifying improvements within the District.

**NOW, THEREFORE,** in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

Section 2. Purpose. The purpose of this Interlocal Agreement is to consent to and authorize the creation of the District, pursuant to Section 163.08, Florida Statutes in order to facilitate the financing of qualifying improvements for property owners within the District. The District shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes.

Section 3. Qualifying Improvements. The District shall allow the financing of qualifying improvements as defined in Section 163.08, Florida Statutes.

Section 4. Enabling Ordinance or Resolution. The Parties to this Interlocal Agreement agree to approve and keep in effect such resolutions and ordinances as may be necessary to approve, create and maintain the District. Said ordinances and resolutions shall include all of the provisions as provided for in Sections 163.01 and

163.08, Florida Statutes, for the creation of a partnership between local governments as a separate legal entity. The District shall be created upon the execution of this Interlocal Agreement by the Parties hereto and the adoption of an ordinance or resolution of support by the Parties establishing the District. Additional local governments may join in and enter into this Interlocal Agreement by approval of two-thirds of the members of the Board (as defined in Section 6 below), execution of this Interlocal Agreement and adoption of an ordinance or resolution of support establishing the District.

Section 5. District Boundaries. The boundaries of the District shall be the legal boundaries of the local governments that are Parties to this Interlocal Agreement. As contemplated in this Interlocal Agreement, the District will levy voluntary assessments on the benefitted properties within the boundaries of the District to help finance the costs of qualifying improvements for those individual properties. Upon petition by the landowners of individual properties desiring to be benefited, those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with the applicable law. Notwithstanding a Parties termination of participation within this Interlocal Agreement, those properties that have received financing for qualifying improvements shall continue to be a part of the District, until such time that all outstanding debt has been satisfied.

Section 6. Governing Board of the District. The District shall be governed by a governing board (the "Board,") which shall be comprised of property owners or elected officials within the jurisdictional boundaries of the Parties to this Interlocal Agreement and one at large property owner from within the District. The maximum number of members of the Board serving at any given time shall be no more than seven (7) and the minimum number of members shall be not less than three (3). Notwithstanding the foregoing, the maximum number of members on the Board may be increased by a two-third majority vote of the Board. The initial Board shall serve for an initial four (4) year term and shall consist of one (1) representative appointed by each Party from within their jurisdictional boundaries. The initial at large member of the Board shall be appointed by a majority vote of the Board. All subsequent renewal terms shall be for four (4) years. Following the initial Board appointments, the Parties to this Interlocal Agreement shall nominate appointees to be elected to the Board by current sitting Board members. In the event a Board member is no longer eligible to serve on the Board, that Party to this Interlocal Agreement shall appoint a replacement to fulfill the remaining term of that member. The Board's administrative duties shall include all duties necessary for the conduct of the Board's business and the exercise of the powers of the District as provided in Section 11.

Section 7. Decisions of the Board. Decisions of the Board shall be made by majority vote of the Board. The Board may adopt rules of procedure. In the absence of the adoption of such rules of procedure, the fundamental parliamentary procedures of Roberts Rules of Order shall apply.

Section 8. District Staff and Attorney. The Town Manager of Cutler Bay shall serve as the staff to the District. In addition, the Town Attorney for Cutler Bay shall

serve as the counsel to the District. To the extent not paid by the Third Party Administrator of the District (the "TPA"), all of the District's staff and attorney expenses shall be borne by the Town of Cutler Bay. After the District has been operating for two years, the Board may choose to hire different District staff and/or Attorney. If the Board chooses to hire different District staff and/or Attorney, the Town of Cutler Bay will no longer pay for the staff and/or attorney expenses to the extent they are not paid by the TPA.

Section 9. Financing Agreement. The Parties agree that the District shall enter into a financing agreement, pursuant to Section 163.08(8), Florida Statutes, with property owner(s) who obtain financing through the District.

Section 10. Procurement. The Parties agree and understand that the initial procurement for the TPA for the District was performed by the Town of Cutler Bay in accordance with its adopted competitive procurement procedures (Request for Proposal 10-05). The Parties further agree and understand that the Town of Cutler Bay has selected Ygrene Energy Fund, Florida, LLC (the "Ygrene") as the initial TPA. The Town of Cutler Bay, on the behalf of the District, has entered into an Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which was assigned to the District.

Section 11. Powers of the District. The District shall exercise any or all of the powers granted under Sections 163.01 and 163.08, Florida Statutes, as may be amended from time to time, which include, without limitation, the following:

a. To finance qualifying improvements within the District boundaries;

b. In its own name to make and enter into contracts;

c. To employ agencies, employees, or consultants;

d. To acquire, construct, manage, maintain, or operate buildings, works, or improvements;

e. To acquire, hold, or dispose of property;

f. To incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties to this Interlocal Agreement;

g. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the District, the conduct of the business of the District, and the maintenance of records and documents of the District;

h. To maintain an office at such place or places as it may designate within the District or within the boundaries of a Party to this Interlocal Agreement;

i. To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of

the powers, duties, or purposes authorized by Section 163.08, Florida Statutes, and to accept funding from local and state agencies;

j. To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in Section 163.08, Florida Statutes; and

k. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement.

Section 12. Quarterly Reports. A quarterly report of the District shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly report shall include a balance sheet, statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles. All records such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, reports and other related records produced and maintained by the District, its employees and consultants shall be deemed public records, and shall be made available for audit, review or copying by a Party to this Interlocal Agreement upon reasonable notice.

Section 13. Term. This Interlocal Agreement shall remain in full force and effect from the date of its execution; provided, however, that any Party may terminate its involvement in the District and its participation in this Interlocal Agreement upon ten (10) days' written notice to the other Parties. Should a Party terminate its participation in this Interlocal Agreement, be dissolved, abolished, or otherwise cease to exist, the District and this Interlocal Agreement shall continue until such time as all remaining Parties agree to terminate.

Section 14. Consent. This Interlocal Agreement and any required resolution or ordinance of an individual Party shall be considered the Parties' consent to the creation of the District as required by Sections 163.01 and 163.08, Florida Statutes.

Section 15. Liability. The Parties hereto shall each be individually and separately liable and responsible for the actions of its own officers, agents and employees in the performance of their respective obligations under this Interlocal Agreement. Except as specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing in this Agreement shall be construed

to affect in any way the Parties' rights, privileges, and immunities, including the monetary limitations of liability set forth therein, under the doctrine of "sovereign immunity" and as set forth in Section 768.28 of the Florida Statutes.

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to _____: See Attachment

With a Copy to: See Attachment

_____

_____

_____

_____

_____

_____

_____

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 19. Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

Section 20. Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 21. Merger. This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Interlocal Agreement.

Section 22. Assignment. The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.

Section 23. Records. The Parties shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 24. Governing Law and Venue. This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be proper exclusively in Miami-Dade County, Florida.

Section 25. Severability. In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Section 26. Third Party Beneficiaries. This Interlocal Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claims under or by reason of this Interlocal Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties.

Section 27. Effective Date. This Interlocal Agreement shall become effective upon the execution by the Parties hereto and recordation in the public records of the applicable county.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Interlocal Agreement on this 24th day of JULY, 2012.

ATTEST:

TOWN OF CUTLER BAY INCORPORATED 2005 FLORIDA

BY: _____
Town Clerk

(Affix Town Seal)

TOWN OF CUTLER BAY, a municipal corporation of the State of Florida

BY: _____
Town Manager

Approved by Town Attorney
as to form and legal sufficiency

_____
Town Attorney

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:

Town Manager
Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105
Town of Cutler Bay, Florida 33189

With a Copy to:

Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, Florida 33134

_____

_____

_____

_____

_____

_____

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Interlocal Agreement on this 27 day of July, 2012.

TOWN OF CUTLER BAY INCORPORATED 2005 FLORIDA

ATTEST:

BY: _____
Town Clerk

(Affix Town Seal)

TOWN OF CUTLER BAY, a municipal corporation of the State of Florida

BY: _____
Town Manager

Approved by Town Attorney
as to form and legal sufficiency

_____
Town Attorney

ATTEST:

BY: _____
Guido H. Inguanzo, Jr., CMC
Village Clerk

(Affix ~~Town~~ Village Seal)

Approved by ~~Town~~ Village Attorney
as to form and legal sufficiency

VILLAGE OF PINECREST, a municipal corporation of the State of Florida

BY: _____
Yocelyn Galiano Gomez, ICMA-CM
Village Manager

_____
Village Attorney

"Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:

Town Manager
Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105
Town of Cutler Bay, Florida 33189

With a Copy to:

Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, Florida 33134

Village Manager / Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, FL 33156

_____

_____

_____

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 19. Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Interlocal Agreement on this 31 day of July, 2012.

TOWN OF CUTLER BAY INCORPORATED 2005 FLORIDA

ATTEST:

TOWN OF CUTLER BAY, a municipal corporation of the State of Florida

BY: _____
Town Clerk

BY: _____
Town Manager

(Affix Town Seal)

Approved by Town Attorney
as to form and legal sufficiency

_____
Town Attorney

ATTEST:

CITY OF SOUTH MIAMI, a municipal corporation of the State of Florida

BY: _____
City Clerk

BY: _____ for CM 7/31/12
City Manager

(Affix Town Seal)

Approved by City Attorney
as to form and legal sufficiency

_____
City Attorney

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:

Town Manager
Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105
Town of Cutler Bay, Florida 33189

With a Copy to:

Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, Florida 33134

CITY MANAGER
CITY OF SOUTH MIAMI
6130 SUNSET DR.
SOUTH MIAMI, FL 33143

_____

_____

_____

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Interlocal Agreement on this 24th day of July, 2012.

ATTEST:

BY: Meighan Alexander
Village Clerk

(Affix Village Seal)

VILLAGE OF PALMETTO BAY, a municipal corporation of the State of Florida

BY: Ron E. [illegible]
Village Manager

Approved by Village Attorney as to form and legal sufficiency:

Village Attorney

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:

Town Manager
Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105
Town of Cutler Bay, Florida 33189

With a Copy to:

Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, Florida 33134

VILLAGE MANAGER
VILLAGE OF PALMETTO BAY
9705 E. HIBISCUS ST.
PALMETTO BAY, FL 33157

_____

_____

_____

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 19. Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

Section 20. Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Interlocal Agreement on this 30 day of JULY, 2012.

ATTEST:

BY: Barbara A. Estep, MMC
Village Clerk

(Affix Village Seal)

MIAMI SHORES VILLAGE, a municipal corporation of the State of Florida

BY:
Village Manager

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

| | |
|---|---|
| If to Cutler Bay: | Town Manager<br>Town of Cutler Bay<br>10720 Caribbean Boulevard, Suite 105<br>Town of Cutler Bay, Florida 33189 |
| With a Copy to: | Weiss Serota Helfman<br>Pastoriza Cole & Boniske, P.L.<br>2525 Ponce de Leon Boulevard<br>Suite 700<br>Coral Gables, Florida 33134 |
| If to Miami Shores Village: | Village Manager<br>Miami Shores Village<br>10050 N.E. 2nd Avenue<br>Miami Shores, FL 33138 |
| With a Copy to: | Richard Sarafan, Esquire<br>Genovese Joblove & Batista<br>100 S.E. Second Street, 44th Floor<br>Miami, FL 33131 |

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Interlocal Agreement on this 2 day of August, 2012.

ATTEST:

8-2-12

BY: _____
City Clerk - Priscilla A. Thompson

(Affix City Seal)

CITY OF MIAMI, a municipal corporation of the State of Florida

BY: _____
City Manager

Approved by City Attorney
as to form and legal sufficiency

_____
City Attorney

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to City of Miami:

Johnny Martinez
City Manager
City of Miami
3500 Pan American Dr.
Miami, Florida 33133

With a Copy to:

Julie O. Bru
Office of the City Attorney
444 SW 2nd Avenue, Suite 952
Miami, Florida 33130

_____

_____

_____

_____

_____

_____

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Interlocal Agreement on this 26th day of July, 2012.

The City's execution of this Agreement is subject to Resolution 2012-05, which establishes the properties within Coral Gables that may participate in the District. A copy of the Resolution is attached hereto, and incorporated herein.

ATTEST:

BY: _____
City Clerk

(Affix Town Seal)

Approved by City Attorney
as to form and legal sufficiency

CITY OF CORAL GABLES, a municipal corporation of the State of Florida

BY: _____
City Manager

_____
City Attorney

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:

Town Manager
Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105
Town of Cutler Bay, Florida 33189

With a Copy to:

Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, Florida 33134

If to Coral Gables

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134

With a Copy To:

City Attorney
City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORZING THE DISPOSITION OF SURPLUS PROPERTY (VEHICLE NO. 5134/FORD EXPEDITION)); APPROVING LETTER AGREEMENT WITH EUROMOTOR COLLISION CENTER, INC.; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Section 2-271(b) of the City Code, the Mayor affirmatively recommends that vehicle No. 5134/Ford Expedition (the "Vehicle") be declared surplus; and

**WHEREAS**, pursuant to Section 2-271(a) of the City Code, the City Commission declares the Vehicle to be surplus; and

**WHEREAS**, pursuant to Section 2-271(e) of the City Code, the Mayor and City Commission hereby waive the requirements; and

**WHEREAS**, the City Commission determines that the disposition of the Vehicle is in the City's best interest.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Declaration.** The City Commission hereby declares the Vehicle surplus property.

**Section 3. Waiver.** Pursuant to Section 2-271(e) the City Commission for the best interest of the City waives the requirements of a public sale as required by Section 2-271(c) of the City Code.

**Section 4. Approval.** The City Commission hereby approves the letter agreement with Euromotor Collision Center, Inc. (the "Agreement").

**Section 5. Authorization and Implementation.** The Mayor is hereby authorized to sign this Resolution and the Agreement and do all necessary things to implement this Resolution.

**Section 6. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of July, 2015.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GILBERTO PASTORIZA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

| | |
|---|---|
| JOSE M. DIAZ, COMMISSION PRESIDENT | ____ |
| JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT | ____ |
| PRISCA BARRETO, COMMISSIONER | ____ |
| MANUEL DUASSO, COMMISSIONER | ____ |
| IDANIA LLANIO, COMMISSIONER | ____ |
| ISOLINA MAROÑO, COMMISSIONER | ____ |
| EDUARDO M. SUAREZ, COMMISSIONER | ____ |

# Euromotor Collision Center, Inc.

June 24, 2015

Mrs. Jennifer Muñoz, B.A.
City of Sweetwater
Transit and Fleet
1701 N.W. 110 Avenue
Sweetwater, Florida 33174

Re: City of Sweetwater – Vehicle no. 5134 / Ford Expedition

Good Morning Mrs. Muñoz:

This letter is to formally confirm the trade agreed between Euromotor Collision Center, Inc. and the City of Sweetwater.

Euromotor Collision Center, Inc. is to refinish vehicle no. 2223, vehicle no. 1529 and a third vehicle (later to be determined) thus the City of Sweetwater will trade the Ford Expedition - vehicle no. 5134 as payment for the services rendered/to be rendered on the three vehicles listed.

The Ford Expedition – Unit 5134 is to be delivered to Euromotor Collision Center, Inc. in "As-Is" condition as to it's condition at the time of the agreement, with no warranty given and/or implied by the City of Sweetwater. Furthermore, title to the Ford Expedition – vehicle 5134 is to be delivered to Euromotor Collision Center, Inc. free and clear of any liens and/or encumbrances.

Thank you for the attention given to this matter and please do not hesitate to contact me if any question should arise or additional information is required.

Regards,

Ricardo Quero, Owner
(786) 277-3928

cc: File

3082 N.W. 62nd Street, Miami, Florida 33147
Phone: (786)277-3928 Fax: (305)602-8926
E-mail: Euromotor3082@yahoo.com

Mayor Orlando Lopez

# MEMORANDUM

**Date:** 06/19/2015

**To:** Honorable Jose M. Diaz, Commission President and Members of The City Commission

**From:** Mayor Orlando Lopez

**Re:** Trading of asset

---

## DESCRIPTION OF ITEM

2003 Ford Expedition XLT vin#1FRU15W93LB75134 acquired from City of Coral Gables (crashed). We would like to exchange this vehicle for 3 paint jobs valued at $2,400.00.

## BACKGROUND

This vehicle was purchased from Coral Gables on 10/2014. We paid $500.00 as is (crash). It will cos $5,400.00 in repairs, stripping and emergency equipment, which is more than the value of the car.

## FISCAL IMPACT

The financial impact will be a positive the paint jobs are valued at 800.00

## RECOMMENDATION

Approve trade to Euromotor Collision Center for 3 Crown Victoria paint jobs

_____

Department / Section Director

STATE OF FLORIDA

A02935

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

| Identification Number | Year | Make | Body | WT-L-BHP | Vessel Regis. No. | Title Number |
|---|---|---|---|---|---|---|
| 1FMRU15W93LB75134 | 2003 | FORD | UT | 5098 | | 87911571 |

Date of Issue 11/20/2014

Registered Owner:

CITY OF SWEETWATER
500 S.W. 109TH AVE
SWEETWATER FL 33174-1398

Mail To:

CITY OF SWEETWATER
500 S.W. 109TH AVE
SWEETWATER FL 33174-1336

Lien Release
Interest in the described vehicle is hereby released
By____________________
Title____________________
Date____________________

IMPORTANT INFORMATION
1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

LIEN SATISFACTION

# CERTIFICATE OF TITLE

| Identification Number | Year | Make | Body | WT-L-BHP | Vessel Regis. No. | Title Number |
|---|---|---|---|---|---|---|
| 1FMRU15W93LB75134 | 2003 | FORD | UT | 5098 | | 87911571 |

| Prev State | Color | Primary Brand | Secondary Brand | No of Brands | Use | Prev Issue Date |
|---|---|---|---|---|---|---|
| FL | WHI | | | | PRIVATE | 05/05/2003 |

| Odometer Status or Vessel Manufacturer or Off Use | Hull Material | Prop | Date of Issue |
|---|---|---|---|
| EXEMPT | | | 11/20/2014 |

Lien Release
Interest in the described vehicle is hereby released
By____________________
Title____________________
Date____________________

Registered Owner

CITY OF SWEETWATER
500 S.W. 109TH AVE
SWEETWATER FL 33174-1398

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES TALLAHASSEE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Clayton B. Walden
Clayton Boyd Walden
Director

Control Number 118135567

Terry L. Rhodes
Terry L. Rhodes
Executive Director

VOID IF ALTERED

## TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: __________ Address: __________
Seller Must Enter Selling Price: __________ Seller Must Enter Date Sold: __________
I/We state that this ☐ 5 or ☐ 6 digit odometer now reads ___ ___ ___ , ___ ___ ___ x (no tenths) miles, date read ______ and I hereby certify that to the best of my knowledge the odometer reading:
☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF IT'S MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: __________ CO-SELLER Must Sign Here: __________
Print Here: __________ Print Here: __________
Selling Dealer's License Number: __________ Tax No.: __________ Tax Collected: __________
Auction Name __________ License Number: __________

PURCHASER Must Sign Here: __________ CO-PURCHASER Must Sign Here: __________
Print Here: __________ Print Here: __________

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

HSMV 82250 (REV 10/12) STATE OF FLORIDA

TO: HONORABLE MAYOR AND COMMISSION

FROM: Jesus M. Menocal, CHIEF OF POLICE

SUBJECT: REQUEST TO EXPEND FUNDS FROM THE LAW ENFORCEMENT TRUST FUND.

DATE: October 20, 2014

**********

This is a request by the City of Sweetwater, Florida, Chief of Police to permit the police department to purchase the following item(s) from the Law Enforcement Trust Fund: Acct.#164.521.569964

Request for funding to cover necessary operating expenses for the City of Sweetwater Police Dept. the following equipment under this funding requisition:

VEHICLE#0008 FORD EXPEDITION YEAR 2003 CRASHED vin# 1FMRU15W93LB75134# $500
VEHICLE#446FORD CROWN VICTORIA YEAR2002 VIN# 2FAFP71WX2X156168 $500
VEHICLE#438FORD CROWN VICTORIAYEAR2003 VIN# 2FAFP71W72X156161 $500
VEHICLE#731FORD EXPEDITION K9 YEAR2003 VIN# 1FMRU15L73LA08762 $2,500
VEHICLE#735FORD EXPEDITION K9 YEAR2003 VIN# 1FMRU15W23LB75136 $2,500
VEHICLE#480FORD CROWN VICTORIA YEAR203VIN# 2FAFP71W53X181528 $500
VEHICLE#234FORD CROWN VICTORIA YEAR2005 VIN# 2FAFP71W35X139118 $500
VEHICLE#468FORD CROWN VICTORIA YEAR2003 VIN# 2FAFP71W73X181529 $500
VEHICLE#473FORD CROWN VICTORIA YEAR2003 VIN# 2FAFP71WO3X181520 $500
VEHICLE#460FORD CROWN VICTORIA YEAR2003 VIN# 2FAHP71W73X181510 $500
VEHICLE#476FORD CROWN VICTORIA YEAR2003 VIN# 2FAFP71W63X181523 $500
VEHICLE#233FORD CROWN VICTORIA YEAR2003 CRASHED VIN# 2FAFP71WO5X139108 $200
VEHICLE#487FORD CROWN VICTORIA YEAR2004 VIN# 2FAFP71W04X144064 $500
VEHICLE#475FORD CROWN VICTORIA YEAR2003VIN# 2FAFP71WX3X181511 $500

The cost of the above 12 vehicles item(s) is/are: $10,700.00

I hereby certify that this request complies with the provisions of Florida Statute 932.7055(4) [1995]. I further certify that this expenditure conforms to the Florida Contraband Forfeiture Act.

DATED this _____ day of _____, 2014.

10/20/14

Jesus M. Menocal

Chief of Police

# REPORTS

# CITY OF SWEETWATER
# POLICE DEPARTMENT

# MONTHLY REPORT

## May 2015

JAN THRU DEC 2015

| | JAN | FEB | MAR | APRIL | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | TOTAL TO DATE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Aggravated Battery | 1 | 0 | 4 | 1 | 1 | | | | | | | | 7 |
| Aggravated Stalking | 1 | 3 | 1 | 2 | 0 | | | | | | | | 7 |
| Alarm (Business/Res) | 77 | 99 | 68 | 84 | 76 | | | | | | | | 404 |
| Assaulting a Police Officer | 0 | 0 | 0 | 1 | 1 | | | | | | | | 2 |
| Assault / Battery | 9 | 1 | 7 | 0 | 4 | | | | | | | | 21 |
| Assist Other Agency | 6 | 14 | 23 | 30 | 12 | | | | | | | | 85 |
| Baker Act / Suicide | 7 | 8 | 15 | 11 | 13 | | | | | | | | 54 |
| Burglary (Business) | 7 | 8 | 11 | 10 | 5 | | | | | | | | 41 |
| Burglary (Attp) Business | 0 | 0 | 1 | 0 | 0 | | | | | | | | 1 |
| Burglary (Residential) | 1 | 3 | 4 | 12 | 5 | | | | | | | | 25 |
| Burglary (Attp) Residential | 1 | 0 | 1 | 1 | 0 | | | | | | | | 3 |
| Burglary (Vehicle) | 29 | 19 | 14 | 19 | 19 | | | | | | | | 100 |
| Criminal Mischief | 9 | 11 | 15 | 5 | 12 | | | | | | | | 52 |
| Dispute (Miscellaneous) | 32 | 28 | 47 | 40 | 31 | | | | | | | | 178 |
| DOMESTIC BATTERY | 6 | 10 | 6 | 9 | 5 | | | | | | | | 36 |
| DOMESTIC DISPUTE | 26 | 34 | 15 | 21 | 22 | | | | | | | | 118 |
| Found Property | 7 | 5 | 6 | 13 | 7 | | | | | | | | 38 |
| Fraud / Worthless Doc | 15 | 10 | 23 | 17 | 5 | | | | | | | | 70 |
| Grand Theft | 3 | 4 | 10 | 13 | 13 | | | | | | | | 43 |
| Homicide | 0 | 0 | 0 | 0 | 0 | | | | | | | | 0 |
| Identity Theft | 2 | 0 | 2 | 2 | 4 | | | | | | | | 10 |
| Lewd & Lascivious | 2 | 0 | 0 | 0 | 0 | | | | | | | | 2 |
| Lost Property | 61 | 52 | 52 | 28 | 55 | | | | | | | | 248 |
| Miscellaneous | 158 | 195 | 165 | 193 | 200 | | | | | | | | 911 |
| Narcotics | 1 | 0 | 0 | 1 | 1 | | | | | | | | 3 |
| Natural Death | 2 | 3 | 1 | 3 | 2 | | | | | | | | 11 |
| Robbery | 3 | 0 | 2 | 0 | 0 | | | | | | | | 5 |
| Robbery Attempt | 0 | 0 | 0 | 0 | 0 | | | | | | | | 0 |
| Sexual Battery | 0 | 1 | 1 | 0 | 1 | | | | | | | | 3 |
| Stalking | 0 | 0 | 0 | 0 | 0 | | | | | | | | 0 |
| Theft (Under) | 39 | 37 | 45 | 40 | 68 | | | | | | | | 229 |

## STATS RELATING TO MOTOR VEHICLES / CITATIONS / VIOLATIONS

JAN THRU DEC 2015

| | JAN | FEB | MAR | APRIL | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | TOTAL TO DATE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Stolen Vehicle | 2 | 0 | 4 | 4 | 7 | | | | | | | | 17 |
| Recovered Vehicle | 2 | 5 | 1 | 3 | 0 | | | | | | | | 11 |
| Lost / Stolen Tags | 6 | 4 | 6 | 1 | 1 | | | | | | | | 18 |
| Recovered Tags | 0 | 0 | 0 | 0 | 2 | | | | | | | | 2 |
| Lost / Stolen Decals | 2 | 3 | 2 | 4 | 1 | | | | | | | | 12 |
| PTI / Towed Abandoned Vehicle | 41 | 96 | 69 | 57 | 76 | | | | | | | | 339 |
| Uniform Traffic Citations | 2106 | 1764 | 1862 | 2096 | 986 | | | | | | | | 8814 |
| Red Light Camera Citations | 2371 | 2303 | 2501 | 2625 | 1966 | | | | | | | | 11766 |
| Parking Citations | 1060 | 737 | 1166 | 1338 | 304 | | | | | | | | 4605 |

## MISSING PERSONS

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Missing / Runaway Adult/Juv's | 0 | 6 | 5 | 6 | 6 | | | | | | | | 23 |
| Recovered Adult/Juv's | 0 | 0 | 0 | 2 | 0 | | | | | | | | 2 |

## ARRESTS (MISDEMEANOR)

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Criminal Mischief | 0 | 0 | 0 | 5 | 2 | | | | | | | | 7 |
| Disorderly Conduct | 1 | 1 | 1 | 3 | 2 | | | | | | | | 8 |
| Disorderly Intoxication | 1 | 2 | 7 | 2 | 1 | | | | | | | | 13 |
| Domestic Battery | 1 | 0 | 6 | 9 | 5 | | | | | | | | 21 |
| Loitering and Prowling | 0 | 0 | 1 | 0 | 0 | | | | | | | | 1 |
| Narcotics | 3 | 3 | 4 | 3 | 0 | | | | | | | | 13 |
| Trespassing | 5 | 3 | 2 | 0 | 3 | | | | | | | | 13 |
| Other | 0 | 0 | 0 | 0 | 0 | | | | | | | | 0 |

## DETECTIVE BUREAU STATS

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Cases Cleared | 42 | 31 | 32 | 37 | 43 | | | | | | | | 185 |
| Warrant Arrests | 0 | 0 | 7 | 0 | 0 | | | | | | | | 7 |
| PC Arrests | 4 | 1 | 1 | 3 | 5 | | | | | | | | 14 |
| Joint Agency Operations | 0 | 0 | 0 | 0 | 0 | | | | | | | | 0 |

## ARRESTS (FELONY)

**JAN THRU DEC 2015**

| | JAN | FEB | MAR | APRIL | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | TOTAL TO DATE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Aggravated Battery / Assault | 1 | 0 | 0 | 1 | 1 | | | | | | | | 3 |
| Aggravated Stalking | 0 | 0 | 0 | 0 | 0 | | | | | | | | 0 |
| Battery on Police Officer | 0 | 0 | 0 | 1 | 1 | | | | | | | | 2 |
| Burglary | 0 | 0 | 0 | 0 | 0 | | | | | | | | 0 |
| Grand Theft Auto | 2 | 4 | 1 | 0 | 0 | | | | | | | | 7 |
| Narcotics | 2 | 2 | 0 | 0 | 0 | | | | | | | | 4 |
| Other | 0 | 0 | 1 | 0 | 0 | | | | | | | | 1 |

## BENCH WARRANTS

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Misdemeanor Warrants | 0 | 5 | 6 | 12 | 1 | | | | | | | | 24 |
| Felony Warrants | 2 | 1 | 1 | 0 | 0 | | | | | | | | 4 |

## TRAFFIC ARRESTS

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Drivers Licenses | 15 | 12 | 19 | 12 | 8 | | | | | | | | 66 |
| D.U.I. / Other | 0 | 0 | 0 | 0 | 1 | | | | | | | | 1 |

## SERVICE CALLS AND REPORTS

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Service Calls | 971 | 1036 | 1094 | 1073 | 1111 | | | | | | | | 5285 |
| Reports Written | 381 | 391 | 427 | 388 | 392 | | | | | | | | 1979 |
| No Reported Calls | 382 | 383 | 432 | 365 | 281 | | | | | | | | 1843 |
| Arrests | 47 | 36 | 71 | 46 | 27 | | | | | | | | 227 |
| Traffic Crash Reports | 82 | 98 | 84 | 112 | 110 | | | | | | | | 486 |

**SWEETWATER POLICE DEPARTMENT**
**MONTHLY CRIME STATISTICAL DATA REPORT**

Prepared by: Ofc. L. Hockaday Date: 6/9/15

Reviewed by: Deputy Chief Ricardo Roque Date: 6/9/15

Approved by: Chief Placido Diaz Date: 6/9/15

Signed: Mayor Orlando Lopez Date: 6/11/15

# City of Sweetwater

**Parks & Recreation Department**
**MONTHLY REPORT**
**June 2015**

## Jorge Mas Canosa Youth Center

-June 5, 2015 Univision Health Fair
-June 8, 2015 The Start of Summer Camp

## *Baseball

Program remains the same.

## *Dance

Program canceled temporary for Summer Camp

## *Karate

Program remains the same.

## *After School Care

Program canceled temporary for Summer Camp; Begins August 24, 2015

## Carlow Park:

Routine maintenance and trash pickup.

## Dominos Park:

Routine maintenance and trash pickup.

## Linear Park:

Routine maintenance and trash pickup.

Prepared by:

**Yuraima Montenegro**
**Deputy of Parks & Recreation**

Approve by:

**Orlando Lopez**
**Mayor**

**MILDRED AND CLAUDE PEPPER SENIOR CENTER**
**MONTHLY REPORT**
**PERIOD ENDING JUNE 30TH, 2015**

**05/01/2015-05/05/2015 (includes Friday, 05/01/2015)**

- Daily CIRTS update, reporting, emails and phone calls. Daily activities: dominos, bingo, chess, computers, music, English and current events discussions (Tuesdays, Wednesdays, Thursdays), knitting class, billiards and Tai-Chi (Tuesdays and Thursdays) and bi-weekly payroll.
- Planning of next semester's scopes of duties and program design for interns from Keiser University and FIU Nursing, Social Work, Phycology, Occupational Therapy etc…They are on summer break, but will return in August.
- June 2, 2015- Leon Medical Center – Raffles, Refreshments and music.

**05/08/2015-05/12/2015**

- Daily CIRTS update, reporting, emails, phone calls and bi-weekly payroll.
- Monthly reports completed for the Alliance for Aging, Inc.
- Daily activities: dominos, bingo, chess, computers, music, English and current events discussions (Tuesdays, Wednesdays, Thursdays), knitting class, billiards and Tai-Chi (Tuesdays and Thursdays).
- June 12, 2015 - Hard Rock Café Casino Field Trip.

**05/15/2015-05/19/2015**

- Daily activities: dominos, bingo music, chess, knitting classes, computers, English and current events discussions (Tuesdays, Wednesdays, Thursdays), billiards & Tai-Chi (Tuesdays and Thursdays).
- Daily CIRTS update, reporting, emails and phone calls and bi-weekly payroll.
- June 16, 2015 – Alliance from Aging visit to do financial sampling for monitoring.
- June 17, 2015 - Health Department – Blood Pressure Screening.
- June 19, 2015 - Father's Day Party – Gifts, refreshments and music.
- June 19, 2015 – Distributed food boxes for hurricane season consisting of several shelf-stable meals and cartons of almond milk to all clients in attendance.

**05/22/2015-05/26/2015**

- Daily activities: dominos, bingo music, chess, knitting classes, computers, English and current events discussions (Tuesdays, Wednesdays, Thursdays), billiards & Tai-Chi (Tuesdays and Thursdays).
- Daily CIRTS update, reporting, emails and phone calls and bi-weekly payroll.
- Physical exercise classes conducted by intern from Keiser University Sports Medicine Department (Monday through Thursday).
- June 25, 2015- F.I.U Frost Museum Field Trip.
- June 24, 2015- Santuario De La Divina Misericordia Church Field Trip.
- June 26, 2015- La Colonia Medical Center will bring Refreshment and Music.
- June 26, 2015- San German Farmer's in Homestead Field Trip to buy cooking materials.

**05/29/2015-05/30/2015**

- Daily activities: dominos, bingo, music, chess, billiards, Tai-Chi (Tuesdays and Thursdays), knitting class, English and current events discussions (Tuesdays, Wednesdays, Thursdays) and computers.
- Daily CIRTS update, reporting, emails, phone calls.
- Six (6) clients enrolled.

Deposits for this Month: **$ ____ As of June 18, 2015 (Deposit made at the end of the month).**

Respectfully submitted by:

Robert Herrada
Senior Center Director

Approved By:

Orlando Lopez
Mayor

# Special Projects
# Monthly Report May 2015

## 06/01/2015 – 06/05/2015

- Filled out and submitted 6 N-400 Applications for Naturalization, 1 N 600 Application for Certificate of Citizenship, and 1 I 485 Application to Register Permanent Residence or Adjustment of Status
-Daily PO's and check request,
·Daily email and phone call,
-Daily intake forms, surveys and reports.

## 06/07/2015 – 06/12/2015

- Filled out and submitted 1 N-400 Applications for Naturalization, 3 I 765 Application for Employment Authorization, and 1 I 485 Application to Register Permanent Residence or Adjustment of Status
-Submitted application for Rental Assistance for Sweetwater resident in need.
-Daily PO's and check request,
-Daily emails and phone calls,
·Daily intake forms, surveys and reports.

## 06/15/2015 – 06/19/2015

· Filled out and submitted 2 N-400 Applications for Naturalization, 1 I 812D Consideration of Deferred Action for Childhood Arrivals, 2 I 485 Application to Register Permanent Residence or Adjustment of Status , 1 I-90 Application to Replace Permanent Resident Card and 2 I 130 Petition for Alien Relative,
-Daily PO's and check request,
-Daily emails and phone calls,
-Daily intake forms, surveys and reports.

## 05/25/2015 – 05/29/2015

· Filled out and submitted 2 N-400 Applications for Naturalization, 1 N-400 Applications for Naturalization, and I-90 Application to Replace Permanent Resident Card

· Distributed 100 food bags to Los Robles, and 100 food bags to the Lil' Abner Senior housing Complex, and 100 bags to Sweetwater Towers,
·Daily PO's and check request,
·Daily emails and phone calls,
-Daily intake forms, surveys and reports,
-End of the month report.

Respectfully submitted,

Javier Navas
Social Services Supervisor

Approved by:

Orlando Lopez
Mayor

# Human Resources Department

## MONTHLY REPORT

## PERIOD ENDING June 2015

***Week 1 - 05/25/2015 – 05/29/2015***

Assist employees as needed
Reoccurring employee changes
Employment Verification for Ed Fuentes
Assist Walk-Ins
Applicant Tracking Log
Applicant Resume
Applicant Emails
Applicant Calls
Payroll
Guillermo Ubieta / Workers Compensation
Continuance of 2015 Handbook Revision
Marcos Villanueva / WC status paperwork
Evelyn Martinez FMLA three day extensions
George Alvarez Workers Compensation
Entered new Commissioners in LOGOS

- Idania Llanio
- Eduardo Suarez

Termination of Liliana Vargas
Miriam Mallea was made Full Time / Passport Office
Set up the -Internal Revenue Service TEGE webcast, "Employer Shared Responsibility and Information Reporting" for Joanna and Lorena to attend
Termination of Mayra Toledo

***Week 2 - 06/01/2015- 06/05/2015***

Assist employees as needed
Reoccurring employee changes
Assist Walk-Ins
Applicant Resume
Applicant Applications
Applicant Emails
Applicant Calls
Applicant Log (24 applicants were logged)

Gave command staff their insurance paperwork

- Placido Diaz
- Aquiles Carmona
- Ricardo Roques
- Raul Herbello

Sat with the Chief's Secretary to go over her insurance benefits
Check Request for Softech
Arranged to meet with the Uniform vendor to receive civilian uniforms
Printed and placed Birthday calendar
Records Request made by Commissioner Llanio / new hires
13 Week Wage Statement for George Alvarez
Records Request – Copy of personnel file for

- Ernesto Barquin
- Amaruis Bastidas
- Christian Boada
- Luis Delmonte
- Eugenio Freytes
- Ihosvany Garciga
- Eric Masnata
- Luis Padilla
- David Rhodes
- Nestor Trejo

Ralph Ventura paperwork
Sent Departmental job descriptions to Mayor Lopez and Chief of Staff Ralph Ventura
Christopher Heredia resignation memo
Terminated Christopher Heredia from LOGOS
Personnel File copies for

- Richard Pichardo
- Mario Miranda

Ray Toledo demotion from Captain to Patrol

***Week 3 - 06/08//2015 - 06/12/2015***

Assist employees as needed
Reoccurring employee changes
Assist Walk-Ins
Payroll
Sort through City phone receipts
Sergio Cabrer insurance paperwork
Staff meeting
HR Department team meeting
Nationwide paperwork for Roberto Ochoa
Challan Diaz called for his start dates as Dispatch and Officer
Human Resourses budget
Entered Summer Camp Counselors in LOGOS system

- Melanie Puig
- Samuel de la Rosa

Verification of employment for John Song
Verification of employment for Evelyn Martinez

Switched the following employees from PT to Seasonal FT

- Mariela Rodriguez
- Monica Bustabad
- Yaima Rodriguez

Posted position # 1085 PT Passport Agent
Posted position # 1086 Building and Zoning Clerk
Applicant Tracking Log
Applicant Resume
Applicant Email
Applicant Calls
Interviews for PIO position #1083
Verification of employment letter for Jorge Fernandez de Lara
Insurance paperwork for Nicholas Meurice
Lucia Pelaez paperwork for Florida Children's and Family
Yudith Sanchez paperwork for Florida Children's and Family
Lt. Carlos Sordo request for all previously terminated employees 2013-2015
Insurance paperwork for Miriam Mallea
Interviews for Constituent Services #1084
Distributed Outside Employment Paperwork to all city employees

***Week 4 – 06/15/2015 – 06/19/2015***

Assist employees as needed
Reoccurring employee changes
Assist Walk-ins
Applicant Resume
Applicant Applications
Applicant Emails
Applicant Calls
Applicant Log
Pay Increases in LOGOS for:

- Carlos Sordo 10%
- Eduardo Demurias 5%
- Roberto Ochoa 5%
- George Alvarez 5%
- Rafael Castro 5%
- Allan St. Germain 5%

Joanna and Lorena Granicus training
Gabriel Perez reinstatement
Entered in LOGOS

- Ralph Ventura
- Sergio Cabrer position change

Workers Compensation for:

- Rafael Castro
- George Trujillo
- Isaias Alvarez-Estefan
- Jorge Quintana
- Andres Neira

Child Support Paperwork for:

- Armando Gonzalez III
- Evelyn Martinez

Roberto Fulguiera Optional Life payment
Reinstatement memos for all 9 officers who were laid off
Christopher Heredia exit interview paperwork

- Pension / Payout

Legal Opinion on Gabriel Alfonso pay out

Respectfully submitted by:

Joanna Rubio
Human Resources Manager

Approved By:

Orlando Lopez
Mayor

# PUBLIC WORKS DEPARTMENT MONTHLY REPORT JUNE 2015

## Daily on going task

- Tree trimming, lawn, hedges
- Cleaning storm drains
- Operate city sweeper 3 days a week
- Picking up debris and garbage
- Asphalt and pot hole repairs
- Daily oil change and repairs on all city vehicles
- Fuel all equipment
- Pressure cleaning pump station on NW 112 Ave and the gazebos on Linaer Park

## Special task by request

- Air conditioning units at all city facilities are undergoing preventive maintenance
- All city storm drains pumps have been inspected and completed with minor repairs
- Sheet rock repairs and painting police department are on going
- Donated furniture pick up at various locations
- Relocation of offices
- Farm share food pick up
- Assisting park with summer camp transportation
- Replace with new grass on 117 NW 25 St
- New plants around Welcome to City of Sweetwater monuments
- Monthly start up and battery check on 11 generators
- Assist the Lil Abner foundation with summer camp transportation

## To do list

- Re paint racquetball courts at Ronselli Park
- Paint the cubs at 109 Towers Northwest and South East corners
- Provide additional Led lights on park courts
- Preparing for hurricane season

Maintenance Director Alan Abolila

Mayor Orlando Lopez

R.O.

# BUILDING AND ZONING DEPARTMENT
# MONTHLY REPORT

MONTH OF: **JUNE 2015**

Building Permit Total **107**

Total Amount: $ **85,525.91**

IMPACT FEES COLLECTED: N/A

**Inspectors Fees**

| | | |
|---|---|---|
| STRUCTURAL | | **$1,323.00** |
| PLUMBING | $ 2,791.20 | |
| *Monthly Installment Draw for Large Project -Permit # 2015-00000348 Payment #5 | $ 1,367.22 | |
| | **$ 4,158.42** | **$ 4,158.42** |

Prepared by: Luvian Espinosa
6/22/2015

Approved by: Carlos Lanza, Building Official_____

_____
Orlando Lopez, Mayor

R.J. 6/11/15

# City of Sweetwater
# Code Compliance

**May 22 to June 11**

| | |
|---|---|
| **Jorge Vega** | **30** |
| **Deyne Hernandez** | **7** |
| **Bruno Muniz** | **7** |
| | **44** |

**Prepared By:** Jorge Vega

**Approved by:** Mayor Orlando Lopez

*1701 NW 112 Avenue Sweetwater, Florida 33172 .Phone 786-953-8308*

## JUNE 2015

| | COST | AMOUNT | TOTAL |
|---|---|---|---|
| | | | |
| ALARM REGISTRTION B | $60 | 10 | $600 |
| | | | |
| ALARM REGISTRTION R | $25 | 3 | $75 |
| | | | |
| LIEN SEARCH | $40 | 6 | $240 |
| | | | |
| CODE VIOLATION | $40 | 6 | $240 |
| | | | |
| LIEN SEARCH RUSH | $50 | 3 | $150 |
| | | | |
| CODE VIOLATION RUSH | $50 | 3 | $150 |
| | | | |
| VIOLATION NOTICES | $100 | 4 | $400 |
| | | | |
| | $200 | 1 | $200 |
| | | | |
| | $500 | 3 | $1,500 |
| | | | |
| ADM COST HEARING OFFICE | $100 | 1 | $100 |
| | | | |
| FILE OF LIEN | $ 22..5 | 1 | $23 |
| | | | |
| RELAESE OF LIEN | $10 | 1 | $10 |
| | | | |
| GRAND TOTAL | | | $3687..5 |
| | | | |

5/23/2015 TO 6/10/2015

City of Sweetwater

# Case by Inspector Report

**Date Type: Open Date**

**From Date: 05/22/2015 - To Date: 06/11/2015**

| Case Type | Case Number | Status/Priority | Description | Case Date | Resolution Date | Open Period In Days | Reported By | Location |
|---|---|---|---|---|---|---|---|---|
| **Inspector:** | Jorge Vega | | | | | | | |
| Environment | 2015-00000425 | Active | grass | 05/26/2015 | | 16 | jlv | 11550 SW 4 ST Sweetwater, FL 33174 |
| Environment | 2015-00000426 | Active | grass | 05/26/2015 | | 16 | jlv | 11539 SW 4 ST Sweetwater, FL 33174 |
| Environment | 2015-00000427 | Active | Accumulations of trash | 05/26/2015 | | 16 | jlv | 10310 SW 4 ST Sweetwater, FL 33174 |
| Building & Building Regulations | 2015-00000428 | Active | Certificate of reoccupancy. | 05/26/2015 | | 16 | jlv | 10310 SW 4 ST Sweetwater, FL 33174 |
| Emergency Services | 2015-00000431 | Active | Filing of alarm information | 05/28/2015 | | 14 | jlv | 11470 SW 5 ST Sweetwater, FL 33174 |
| Emergency Services | 2015-00000434 | Active | Filing of alarm information | 05/28/2015 | | 14 | jlv | 10710 SW 2 ST Sweetwater, FL 33174 |
| Building & Building Regulations | 2015-00000435 | Active | work without a permit | 05/29/2015 | | 13 | jlv | 46 SW 105 PL Sweetwater, FL 33174 |
| Building & Building Regulations | 2015-00000436 | Active | Certificate of reoccupancy. | 05/29/2015 | | 13 | jlv | 46 SW 105 PL Sweetwater, FL 33174 |
| Building & Building Regulations | 2015-00000439 | Active | work without a permit | 06/01/2015 | | 10 | jlv | 762 SW 103 PL Sweetwater, FL 33174 |
| Motor Vehicles & Traffic | 2015-00000440 | Active | tags | 06/01/2015 | | 10 | jlv | 11390 SW 3 ST Sweetwater, FL 33174 |
| Motor Vehicles & Traffic | 2015-00000441 | Active | tags | 06/01/2015 | | 10 | jlv | 10978 SW 5 ST Sweetwater, FL 33174 |
| Motor Vehicles & Traffic | 2015-00000442 | Active | truck | 06/01/2015 | | 10 | jlv | 10974 SW 5 ST Sweetwater, FL 33174 |
| Building & Building Regulations | 2015-00000443 | Active | work without a permit | 06/01/2015 | | 10 | jlv | 300 SW 107 AVE 112 SWEETWATER, FL 33174 |
| Taxation | 2015-00000444 | Active | License required | 06/01/2015 | | 10 | jlv | 300 SW 107 AVE 105 Sweetwater, FL 33174 |
| Building & Building Regulations | 2015-00000445 | Active | work without a permit | 06/01/2015 | | 10 | jlv | 107 SW 105 PL Sweetwater, FL 33174 |
| Building & Building Regulations | 2015-00000446 | Active | work without a permit | 06/02/2015 | | 9 | jlv | 300 SW 107 AVE 105 Sweetwater, FL 33174 |
| Building & Building | 2015- | Active | work without a | 06/02/2015 | | 9 | jlv | 10630 SW 7 TER |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Regulations | 00000447 | | permit | | | | Sweetwater, FL 33174 |
| Taxation | 2015-00000449 | Active | License required | 06/02/2015 | 9 | jlv | 10780 W FLAGLER ST 16 SWEETWATER, FL 33174 |
| Building & Building Regulations | 2015-00000455 | Active | Certificate of reoccupancy. | 06/04/2015 | 7 | jlv | 11270 SW 2 ST Sweetwater, FL 33174 |
| Environment | 2015-00000459 | Active | grass | 06/05/2015 | 6 | jlv | 10838 SW 7 ST Sweetwater, FL 33174 |
| Environment | 2015-00000460 | Active | grass | 06/05/2015 | 6 | jlv | 10810 SW 6 ST Sweetwater, FL 33174 |
| Motor Vehicles & Traffic | 2015-00000461 | Active | mechanic work | 06/08/2015 | 3 | jlv | 11293 SW 5 ST SWEETWATER, FL 33174 |
| Environment | 2015-00000462 | Active | grass | 06/08/2015 | 3 | jlv | 10650 SW 6 ST Sweetwater, FL 33174 |
| Emergency Services | 2015-00000464 | Active | Number of false alarms restricted | 06/09/2015 | 2 | jlv | 11327 W FLAGLER ST SWEETWATER, FL 33174 |
| **Jorge Vega Totals:** | | 24 Case(s) | | | | | |
| Grand Totals : | | 24 Case(s) | | | | | |

City of Sweetwater

# Case by Inspector Report

**Date Type: Open Date**

**From Date: 05/22/2015 - To Date: 06/11/2015**

| Case Type | Case Number | Status/Priority | Description | Case Date | Resolution Date | Open Period In Days | Reported By | Location |
|---|---|---|---|---|---|---|---|---|
| **Inspector:** | Jorge Vega | | | | | | | |
| Motor Vehicles & Traffic | 2015-00000422 | Complied | truck | 05/22/2015 | 06/01/2015 | 10 | jlv | 11310 SW 3 ST Sweetwater, FL 33174 |
| Motor Vehicles & Traffic | 2015-00000423 | Complied | truck | 05/22/2015 | 06/01/2015 | 10 | jlv | 11538 SW 6 TER Sweetwater, FL 33174 |
| Motor Vehicles & Traffic | 2015-00000424 | Complied | truck | 05/22/2015 | 06/01/2015 | 10 | jlv | 11531 SW 4 ST Sweetwater, FL 33174 |
| Emergency Services | 2015-00000432 | Complied | Filing of alarm information | 05/28/2015 | 06/04/2015 | 7 | jlv | 40 NW 116 PL 2-7 Sweetwater, FL 33172 |
| Emergency Services | 2015-00000433 | Complied | Filing of alarm information | 05/28/2015 | 06/11/2015 | 14 | jlv | 11455 W FLAGLER ST Sweetwater, FL 33172 |
| Taxation | 2015-00000448 | Complied | License required | 06/02/2015 | 06/10/2015 | 8 | jlv | 11398 W FLAGLER ST 104 SWEETWATER, FL 33174 |
| **Jorge Vega Totals:** | | 6 Case(s) | | | | | | |
| Grand Totals : | | 6 Case(s) | | | | | | |

City of Sweetwater

# Case by Inspector Report

**Date Type: Open Date**

**From Date: 05/22/2015 - To Date: 06/11/2015**

| Case Type | Case Number | Status/Priority | Description | Case Date | Resolution Date | Open Period In Days | Reported By | Location |
|---|---|---|---|---|---|---|---|---|
| **Inspector:** | Deyne Hernandez | | | | | | | |
| Environment | 2015-00000429 | Active | ACCUMULATIONS | 05/26/2015 | | 16 | DEYNE | Sweetwater - 25-3031-001-1640 |
| Taxation | 2015-00000430 | Active | ACCUPATIONAL LICENSE | 05/27/2015 | | 15 | DEYNE | 1414 NW 107 AVE 202 SWEETWATER, FL 33172 |
| Environment | 2015-00000437 | Active | CLEAN PROPERTY | 06/01/2015 | | 10 | DEYNE | 1500 NW 108 AVE Sweetwater, FL 33172 |
| Building & Building Regulations | 2015-00000438 | Active | WORKING WITHOUT A PERMIT | 06/01/2015 | | 10 | DEYNE | 10870 NW 23 ST SWEETWATER, FL 33172 |
| Building & Building Regulations | 2015-00000450 | Active | WORK WITHOUT A PERMITLOT IMPROVEMENT | 06/02/2015 | | 9 | DEYNE | 10711 NW 18 ST SWEETWATER, FL 33172 |
| Building & Building Regulations | 2015-00000454 | Active | WORK WITHOUT A PERMIT | 06/03/2015 | | 8 | DEYNE | NW 7 ST SWEETWATER, FL 33172 |
| Environment | 2015-00000457 | Active | GARBAGE | 06/05/2015 | | 6 | DEYNE | 2201 NW 110 AVE Sweetwater, FL 33172 |

**Deyne Hernandez Totals:** 7 Case(s)

Grand Totals : 7 Case(s)

City of Sweetwater

# Case by Inspector Report

**Date Type: Open Date**

**From Date: 05/22/2015 - To Date: 06/11/2015**

| Case Type | Case Number | Status/Priority | Description | Case Date | Resolution Date | Open Period In Days | Reported By | Location |
|---|---|---|---|---|---|---|---|---|
| **Inspector:** | Bruno Muniz | | | | | | | |
| Emergency Services | 2015-00000451 | Active | NUMBER OF FALSE ALARM | 06/02/2015 | | 9 | BRUNO | 11401 NW 12 ST 117 SWEETWATER, FL 33172 |
| Emergency Services | 2015-00000452 | Active | NUMBER OF FALSE ALARM | 06/03/2015 | | 8 | BRUNO | 11401 NW 12 ST E526 SWEETWATER, FL 33172 |
| Emergency Services | 2015-00000453 | Active | NUMBER OF FALSE ALARM | 06/03/2015 | | 8 | BRUNO | 11401 NW 12 ST L100 SWEETWATER, FL 33172 |
| Emergency Services | 2015-00000458 | Active | NUMBER OF FALSE ALARM | 06/05/2015 | | 6 | BRUNO | 11200 NW 25 ST 101 SWEETWATER, FL 33172 |
| Taxation | 2015-00000463 | Active | LICENSE REQUIRED | 06/08/2015 | | 3 | BRUNO | 11401 NW 12 ST RMU1 SWEETWATER, FL 33172 |
| Taxation | 2015-00000465 | Active | LICENSE REQUIRED | 06/10/2015 | | 1 | BRUNO | 11401 NW 12 ST E206 SWEETWATER, FL 33172 |
| **Bruno Muniz Totals:** | | 6 Case(s) | | | | | | |
| Grand Totals : | | 6 Case(s) | | | | | | |

City of Sweetwater

# Case by Inspector Report

**Date Type: Open Date**

**From Date: 05/22/2015 - To Date: 06/11/2015**

| Case Type | Case Number | Status/Priority | Description | Case Date | Resolution Date | Open Period In Days | Reported By | Location |
|---|---|---|---|---|---|---|---|---|
| **Inspector:** | Bruno Muniz | | | | | | | |
| Emergency Services | 2015-00000456 | Complied | FILING OF ALARM INFORMATION | 06/04/2015 | 06/08/2015 | 4 | BRUNO | 11250 NW 20 ST Sweetwater, FL 33172 |
| **Bruno Muniz Totals:** | | 1 Case(s) | | | | | | |
| Grand Totals : | | 1 Case(s) | | | | | | |

**PASSPORT OFFICE**
**MONTHLY REPORT**

MONTH OF: **JUNE 2015**

**Total Passports Executed: 2481**
**Total Passport Revenue: $ 62,025.00**

**Total Passport Photos: 891**
**Total Photo Revenue: $ 8,910.00**

**TOTAL INCOME FOR THE MONTH: $ 70,935.00**
**Please note: $17,680.00 increase for the month of June.**

PREPARED BY: ZULY HERNANDEZ

**Marie O. Schmidt, City Clerk** Marie O. Schmidt

**Orlando Lopez, Mayor**