



# City of Sweetwater

## REGULAR COMMISSION MEETING

### AGENDA

MEETING DATE: MONDAY, AUGUST 3, 2015, 2015 AT 8:00 P.M. COMMISSION CHAMBERS, 500 SW 109 AVENUE

1. ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. INVOCATION.
4. SPECIAL PRESENTATIONS.
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 MARIA V. YEPES OF MI PUEBLO RESTAURANT 10910 WEST FLAGLER STREET TO ADDRESS THE CITY COMMISSION.
  - B. REQUEST OF ROLANDO MARTIN TO ADDRESS THE CITY COMMISSION.
10. CONSENT AGENDA.
  - A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO RENEW CONTRACT BETWEEN THE CITY OF SWEETWATER AND LOURDES I. MARTINEZ, M.S.,R.D./L.D. AND ASSOCIATES, IN. FOR PROFESSIONAL SERVICES; AND PROVIDING AN EFFECTIVE DATE. MAYOR LOPEZ/DIRECTOR OF OPERATIONS
  - B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FARM SHARE TO PROVIDE FOOD DISTRIBUTION DRIVES AT NO COST TO THE CITY; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ)
11. STAFF ITEMS.
  - A. CONSIDERATION OF MAYOR'S VETO OF THE FOLLOWING ORDINANCE:

1. ORDINANCE NO. 4055 ADOPTED ON JULY 6, 2015, *AN ORDINANCE OF THE 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. (CODE REQUIREMENT)*
- B. CONSIDERATION OF MAYOR'S VETO OF THE FOLLOWING RESOLUTION:
  1. RESOLUTION NO. 4059 ADOPTED ON JULY 6, 2015, *A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA PROHIBITING CITY ELECTED OFFICIALS, PERSONS WHO HAVE QUALIFIED TO RUN FOR CITY OFFICE AND PERSONS DIRECTLY INVOLVED IN CITY POLITICAL CAMPAIGNS TO DISTRIBUTE BAGS OF FOOD PROVIDED BY THE CITY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (CODE REQUIREMENT)*
- C. AN ORDINANCE OF THE CITY OF SWEETWATER, FLORIDA, AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES TITLED "BUSINESSES"; PROVIDING FOR AN ADMINISTRATIVE FEE FOR NONCONSENSUAL TOWS; PROVIDING FOR INVOICING AND PAYMENT METHODOLOGY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE. (MAYOR LOPEZ) (FIRST READING AND FIRST PUBLIC HEARING)
- D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE PURCHASE OF A CONCRETE MIXER FROM BILL'S EQUIPMENT AND RENTALS II, INC., FOR THE PUBLIC WORKS DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ/PUBLIC WORKS DIRECTOR)
- E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING A REFUND OF \$500 FROM THE STATE FORFEITURE ACCOUNT TO CHADWICK BUKUR; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ / CHIEF OF POLICE)
- F. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (FDOT) FOR IMPROVEMENTS TO 107<sup>TH</sup> AVENUE; AND PROVIDING EFFECTIVE DATE. (MAYOR LOPEZ)
- G. AN ORDINANCE OF THE CITY OF SWEETWATER, FLORIDA, AMENDING CHAPTER 50 OF THE CODE OF ORDINANCES TITLES "POLICE PENSION PLAN"; INCORPORATING PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SWEETWATER AND THE DADE COUNTY PBA, COVERING THE PERIOD FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2017, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING AND FIRST PUBLIC HEARING) (MAYOR LOPEZ)
- H. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, DETERMINING THAT THE FOLLOWING PROPERTY IS SURPLUS: THREE FORD CROWN VICTORIA VIN #S 2FAFP71W83X102160, 2FAFP71W05X139108, AND 2FAFP71W6YX140980; AUTHORIZING DISPOSAL IN ACCORDANCE WITH SECTION 2-271; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ)
- I. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FEEDING SOUTH

FLORIDA TO PROVIDE FOOD DRIVES AT NO COST TO THE CITY; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ / DIRECTOR OF OPERATIONS/SENIOR CENTER DIRECTOR)

- J. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO REFUND \$2,572.76 TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE); AUTHORIZING THE MAYOR TO REVISE AND RESUBMIT THE JAGC AND JAGD GRANTS FOR COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE. (MAYOR LOPEZ/GRANTS ADMINISTRATOR)
  - K. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING AGREEMENT WITH T.Y. LIN INTERNATIONAL / H.J. ROSS FOR ADDITIONAL PROFESSIONAL SERVICES TO COMPLETE A LETTER OF MAP REVISION TO THE FEDERAL EMERGENCY AGENCY; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ)
  - L. DISCUSSION OF UNBUDGETED POSITIONS. (COMMISSIONER BERGOUIGNAN, JR.)
  - M. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, DENYING REQUEST FROM RETIRED POLICE CHIEF JESUS MENOCA FOR REIMBURSEMENT OF COLLEGE TUITION COSTS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE. (COMMISSION PRESIDENT DIAZ) (CARRIED FROM JULY 6<sup>TH</sup> AGENDA)
  - N. CONSIDERATION OF SOLICITING REQUESTS FOR QUALIFICATIONS FOR THE POSITION OF CITY ATTORNEY AND REVIEW OF QUALIFICATIONS ALREADY RECEIVED. (COMMISSIONER MAROÑO)
  - O. AN ORDINANCE OF THE CITY OF SWEETWATER, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES TITLED "ADMINISTRATION"; PROVIDING FOR PROCEDURES WHEREBY DEPARTMENT HEADS OF THE CITY MAY BE REMOVED FROM OFFICE FOR CAUSE PURSUANT TO SECTION 3.06(B) OF THE CHARTER OF THE CITY OF SWEETWATER; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING AND FIRST PUBLIC HEARING) (COMMISSIONER SUAREZ)
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.

**PETITIONS -  
COMMUNICATIONS -  
REMONSTRANCES**

7-24/2015

24 JUL | 20

Mania V. Yepes

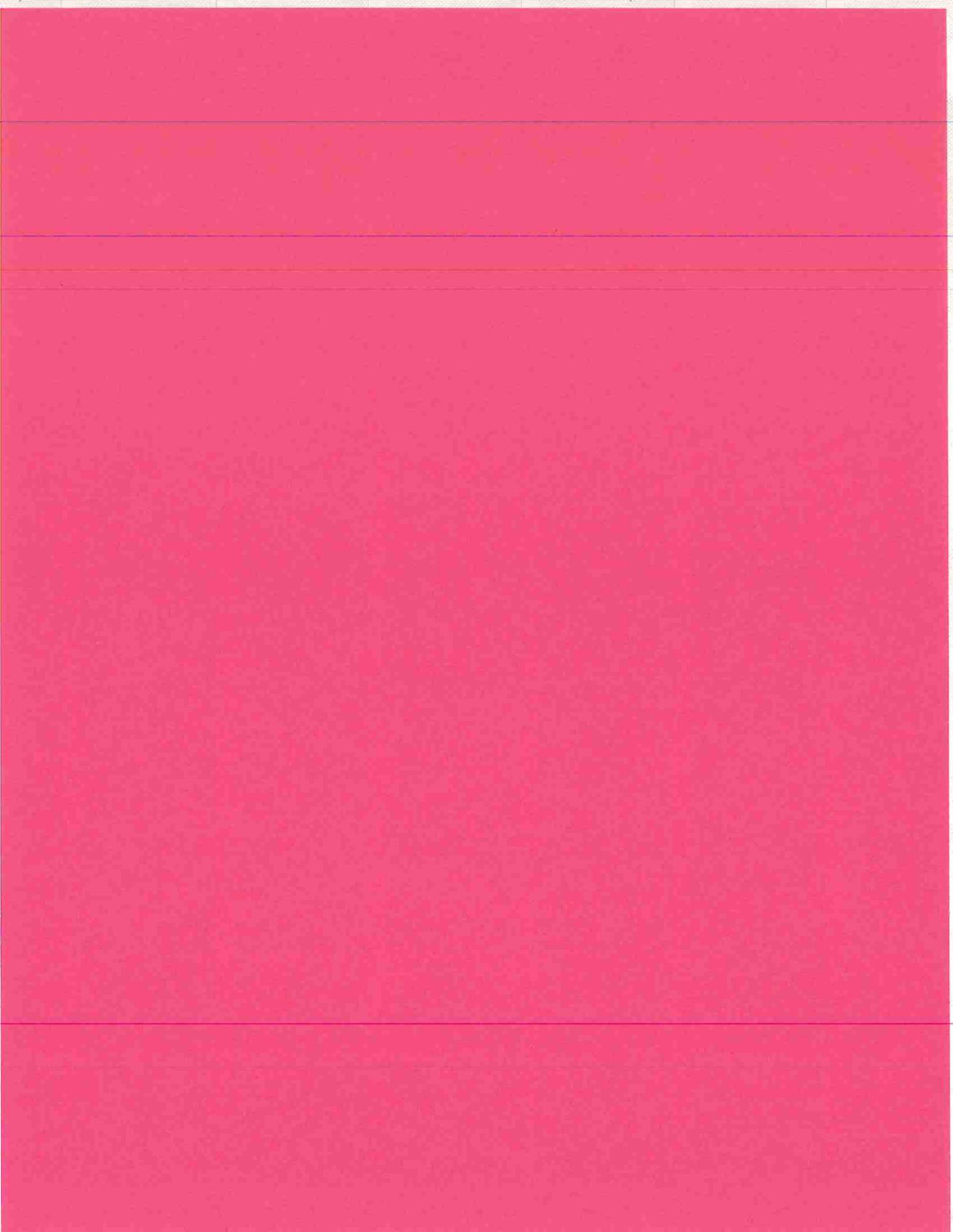
Restaurante El Pueblo

10910 West Flagler St #101

(786) 759 5626

To: Address the City Commission

Mania V. Yepes



7-28-15

28 JUL 9 54

TO: MARIE SCHMIT "CITY CLERK"

I, ROLANDO MARTIN, REQUEST TO  
SPEAK TO THE COMMISSION FOR  
EMPLOYMENT. MEETING IF 8-3-15.

THANKS,



MART3167@BELLSOUTH.NET  
(305) 496-3722

# **CONSENT AGENDA**

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO RENEW CONTRACT BETWEEN THE CITY OF SWEETWATER AND LOURDES I. MARTINEZ, M.S.,R.D./L.D. AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the work provided by a professional dietitian allows the Mildred and Claude Pepper Senior Center to be in compliance with grant requirements; and

**WHEREAS**, providing healthy and nutritious meals to our seniors enhances their health and quality of life;

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

**Section 1.** The memorandum attached hereto is incorporated herein.

**Section 2.** The City Commission authorizes the Mayor to renew for one (1) year the Professional Services Agreement with Lourdes I. Martinez, M.S.,R.D./L.D. and Associates, Inc., together with such non-material changes as may be acceptable to the Mayor, and approved as to form by the City Attorney, is hereby approved.

**Section 3.** The Mayor is hereby authorized to expend OAA and LSP grant funds, in an amount not to exceed \$3,425, budgeted on behalf of the City.

**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 \_\_\_\_\_, 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:

\_\_\_\_\_  
GUILLERMO CUADRA, 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 16, 2015  
**To:** Jose M. Diaz, Sweetwater City Commission President  
**From:** Honorable Orlando Lopez, Mayor  
**Re:** Senior Center Dietician

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### DESCRIPTION OF ITEM

Renewal of contractual services for a professional, registered dietician serving the Sweetwater Mildred and Claude Pepper Senior Center.

### BACKGROUND

The grants that fund the Senior Center contain several obligations related to – among other requirements – nutritional presentations, menu preparation for daily meals and inspections of food service providers (i.e., the Center's caterer). In order to comply with these obligations, the Center's administration has to secure the services of a professional in the field of nutrition.

### FISCAL IMPACT

These costs are covered by the Senior Center's OAA and LSP grants. \$2,725.00 + \$700.00 (10 additional hours budgeted for an unforeseen adjustments or issues that require calling dietician).

### RECOMMENDATION

Approve.

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Robert Herrada

Director of Operations/Senior Center Director

Contract Agreement  
Between  
City of Sweetwater Senior Center  
500 SW 109 Avenue Sweetwater, FL 33174

And  
Lourdes I. Martinez, M.S.,R.D./L.D and Associates, Inc.  
Consulting Dietitian  
2140 SW 21 Terrace Miami, FL 33145

This contract agreement is made for professional nutritionist consulting services between City of Sweetwater Senior Center and Lourdes I. Martinez, M.S.,R.D./L.D. The agreement entered into effective day this 1st July 2015 expired on June 30, 2016 with the option to renew for one additional year on a year to year basis Fiscal Year of the Local Provider Service Program-Alliance for Aging, Inc. The contracted dietitian accepts to perform the responsibilities and duties of the Dietitian/Nutritionist as related to nutrition program requirements.

The Contracted dietitian consultant agrees to assume in full responsibility of the premises and mutual agreement with the City of Sweetwater Senior Center to the nutrition consultation services.

RESPONSIBILITIES AND FUNCTIONS:

1. Preparation of classes: research information to be given as a handout both in English and Spanish to residents, copies to be made, cover page including topic brief description, lesson learned. This will be used for both congregate and homebound.  
Hours: 5.50 X 2 times a year. (11hrs).
2. Presentation of classes: handing out the information, obtaining signatures, NCPR monitoring temperature of food and logging in NCPR form.  
Hours: 1 hr per site X 2 Times per year. (2hrs)
3. NCPR Form Facility Inspection: This is conducted once a year in order to determine deficiencies that need correcting at each facility.  
Hours: ½ per site, once per year. (30 minutes)
4. Catering inspection: A thorough visit to catering site of facility to evaluate present conditions and offer recommendations and deadlines for completion of such. NCPR report is completed, Summary page of findings and Solutions. Attachments to include: Latest Health Inspection report, Manager Food Safety Certification, Occupational License, NCPR form. Results provided to Alliance for Aging site Manager and Sweetwater Program Coordinator, as well as to catering site for any corrections.  
Hours: 2 at catering site per year and 2 hrs for paperwork /report X1 yearly. (4 hrs)
5. Develop twice a year menus, covering a four week cycle, considering residents being catered for food preferences. A Nutrient Analysis will be incorporated to the menus. Compliance with the 33 1/3 % of the DRI and the Dietary guidelines for Americans before approving the menus. Attestation will be signed by both the Caterers Dietitian and the Contracted Dietitian. Ensuring

that all menus written will meet nutritional criteria as required by DOEA.

The initial process of menu creation entailed a greater number of hours to complete initially. This process took place for July 2015. In 2016, any menu prepared solely for the Nutrition Provider ( City of Sweetwater Senior Center), a flat rate of \$450.00 will be charged twice a year, if no major menu changes need to be made, but new attestation and Nutrient Analysis need to be completed, to include: Holiday menus, homebound menus, boxed lunches, congregate menus. ( \$900/yr).

If menu is prepared in collaboration with other Nutrition Providers to use the same menu, each provider cost will be \$300 twice a year. (\$600.00/yr)

- 6. Any meetings that are made mandatory to the dietitian will also be compensated throughout the year.

ENTIRE OF AGREEMENT

This agreement ensures that these services are clearly and narrowly drafted in respect to the matters covered above. This agreement enters into consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follow:

METHOD OF PAYMENT:

City of Sweetwater Senior Center agrees to pay the consultant contracted dietitian at the rate of Fees: on site visits and off site visits \$70.00 per hour.

IN WITNESS WHEREOF, the parties here City of Sweetwater Senior Center Executive Director and the contracted dietitian Lourdes I. Martinez have understand negotiate and accept the terms listed in this contract as of the date and year above to execute and renew this agreement.

Contractor

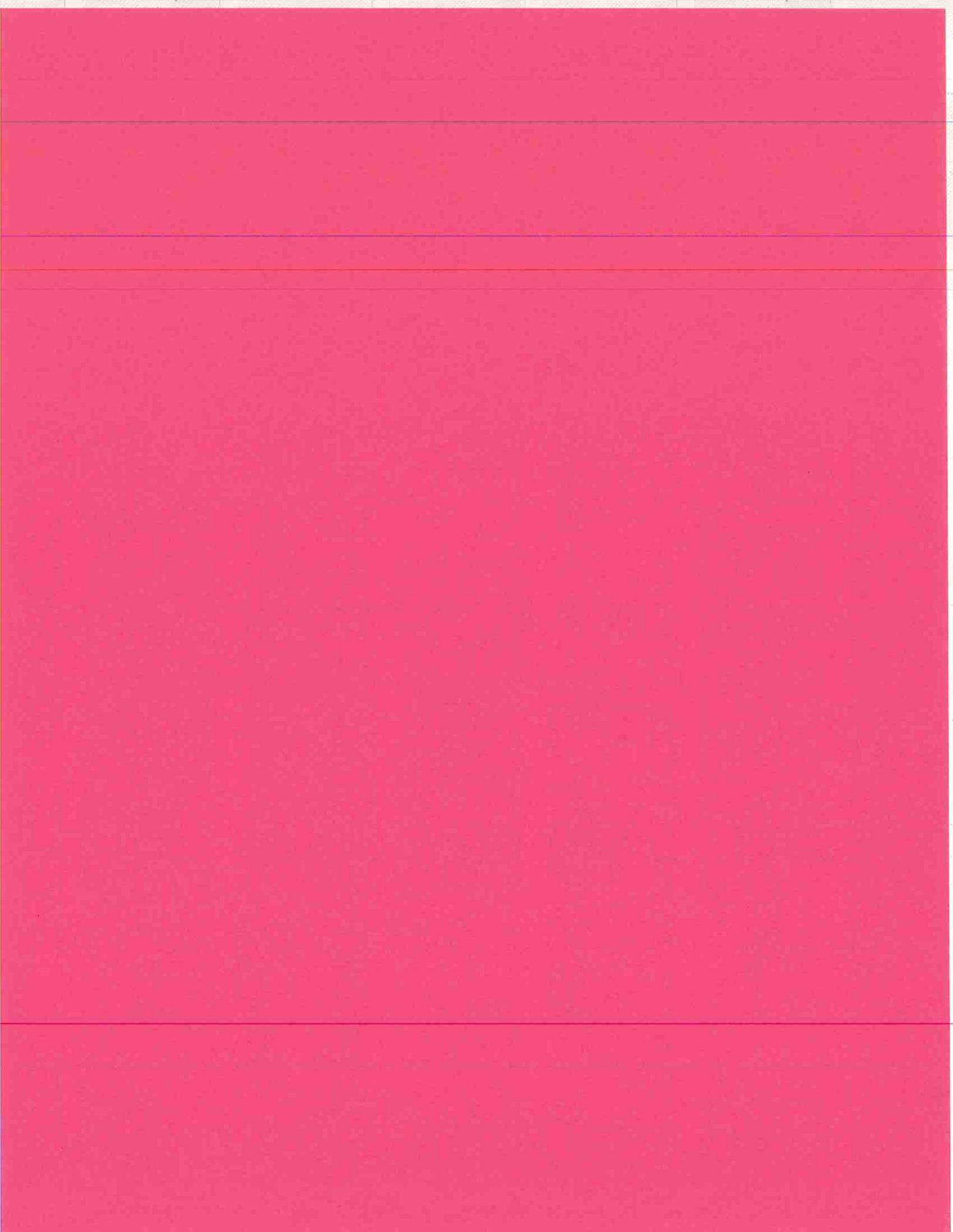
  
 Lourdes I. Martinez, M.S., R.D./L.D.  
 Beginning Date : 07/01/2015

Witness

City of Sweetwater

,CEO

End Date : 06/30/2016



**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FARM SHARE TO PROVIDE FOOD DISTRIBUTION DRIVES AT NO COST TO THE CITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, for several years, the City of Sweetwater has provided food at no cost to the community through partnerships with organizations including Farm Share; and

**WHEREAS**, continuing a partnership with Farm Share would enable the City to continue its efforts of food provision to the community; and

**WHEREAS**, approving the Agreement will prolong this partnership;

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

**Section 1.** The Agreement attached hereto is incorporated herein.

**Section 2.** The City Commission authorizes the Mayor to execute the Agreement with Farm Share with such non-material changes as may be acceptable to the Mayor, and approved as to form by the City Attorney, is hereby approved.

**Section 3. 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
ORLANDO LOPEZ, Mayor

\_\_\_\_\_  
JOSE M. DIAZ, Commission President and  
Vice Mayor

ATTEST:

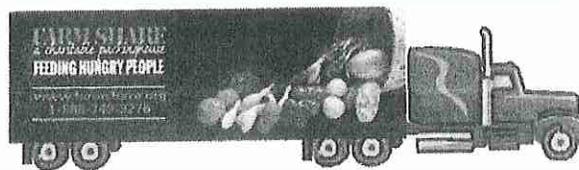
\_\_\_\_\_  
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
GUILLERMO CUADRA, 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	_____



### Notice re Signed Contracts

Please notice that there are two (2) copies of the contract in the binder you have received. Please complete and sign both copies of the contract and return one (1) copy to Farm Share. The other copy is for your records.



14125 S.W. 320<sup>th</sup> ST.  
Homestead, FL. 33033  
Telephone: (305) 248-3006  
Fax: (305) 248-3020

## THE EMERGENCY FOOD ASSISTANCE PROGRAM POLICIES AND PROCEDURES

Please note that Farm Share enforces the following policies and procedures in addition to regular TEFAP guidelines:

- Agencies that fail to submit their Distribution Log Sheets, Temperature Logs, Pest Control, and Inventory Sheets by the 5<sup>th</sup> of every month will not receive commodities during distributions. Please note that an inventory Sheet *must* be submitted, monthly, even if you have not held a distribution.
- Agencies that commit any combination of three infractions (failure to submit paperwork in a timely manner, failure to complete paperwork correctly, failure to contact our offices when you are unable to attend a distribution, etc.) will be suspended as a TEFAP distribution agency.
- Agencies that do not respond (within 30 days) to our phone calls, messages, faxes or written correspondence will automatically be terminated from the program.
- All agencies will be required to deal directly with the assigned Farm Share representative. Agencies that have multiple centers will be required to submit to our offices a list of the addresses, contact person(s) and phone and fax numbers of each site. Agencies that fail to submit this information will receive sufficient commodities for their primary center **ONLY**.

We would like to thank you for participating in our TEFAP program and look forward to your involvement in the future. We appreciate your hard work and dedication!

Agency: \_\_\_\_\_ Date: \_\_\_\_\_

Representative: \_\_\_\_\_

Revised 01/2014

FARM SHARE, INC.

AGREEMENT BETWEEN STATE-CONTRACTED RECIPIENT AGENCY  
AND SUB-DISTRIBUTOR FOR DISTRIBUTION OF USDA TEFAP FOODS

This Agreement, hereinafter called the "Agreement," made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the state-contracted Recipient Agency, FARM SHARE, INC.  
called the "Recipient Agency", whose address is 14125 SW 320<sup>th</sup> Street  
city of Homestead, FL and \_\_\_\_\_  
called the "Sub-Distributor", whose address is \_\_\_\_\_  
city of \_\_\_\_\_, county of \_\_\_\_\_

This agreement is for the distribution of the Recipient Agency's United States Department of  
Agriculture (USDA) donated commodities under The Emergency Food Assistance Program  
(TEFAP) by the Sub-Distributor in the following county/counties: Miami-Dade

In consideration of the mutual premises hereinafter contained, the parties agree that this Agreement  
will be performed in accordance with the following conditions.

**I. Sub-distributor attests that:**

- 1 It is an emergency feeding organization as defined in 7CFR 251.3.
- 2 It is located within the state-contracted Recipient Agency's designated service area.

**II. Sub-distributor agrees to:**

1. Administer and distribute TEFAP commodities in compliance with the requirements of 7CFR 251, 7CFR 250 (as applicable), all pertinent policies, rules, regulations, and any procedures established by the USDA and/or the Florida Department of Agriculture and Consumer Services.
2. Distribute USDA TEFAP commodities only to benefit eligible people served in its designated service area.
3. Determine eligibility of households prior to issuing any TEFAP commodities for household consumption. In the case of self-declaration, to use the current income eligibility chart issued by the Florida Department of Agriculture and Consumer Services, Bureau of Food Distribution, prior to July 1 of each year.
4. Use TEFAP commodities only for distribution to eligible households or for congregate feeding. TEFAP commodities shall not be sold, exchanged or otherwise disposed of without the approval of the Florida Department of Agriculture and Consumer Services.

5. Allow the Florida Department of Agriculture and Consumer Services access to or furnish whatever information/documentation is necessary for the Department to conduct reviews, and monitor progress or performance to determine conformity with intended program purposes. The sub-distributor shall permit representatives of the Department or USDA to visit its sites or sub-distributor sites; inspect donated food in storage, or the facilities used in handling or storing donated food; to monitor distributions, and to review and audit all records pertinent to TEFAP at any reasonable time during normal working hours.
6. Not solicit donations in any manner from clients or require any client to pay for TEFAP commodities, join any organization or group, attend or participate in a religious practice or service, or any other activity unrelated to the distribution of TEFAP commodities, as a condition for receiving TEFAP commodities.
7. Attend training provided by the Recipient Agency regarding TEFAP, Civil Rights, etc., as required, and train staff on a regular basis and not less than annually on all aspects of TEFAP, Civil Rights laws, policies and requirements, etc.

**III. ~~Distribution of TEFAP Commodities by Sub-distributors to Other Eligible Recipient Agencies. (Optional - If the Recipient Agency will allow sub-distributor to further distribute commodities to other emergency feeding organizations, the agreement must include this clause.)~~**

~~Prior to further distributing TEFAP commodities to other eligible recipient agencies, the sub-distributor must enter into a written agreement with that organization. The subsequent agreement must include all the provisions found in this agreement. In addition, the sub-distributor must agree to:~~

- ~~1 — Distribute TEFAP commodities only to other emergency feeding organizations on a fair share basis according to the priority system established for USDA TEFAP commodities in 7CFR 251.4(h)(a) and the Florida Department of Agriculture and Consumer Services.~~
- ~~2 — Not charge any type of administrative fee for TEFAP commodities including, but not limited to, transportation, delivery, shared maintenance, or other similar fee.~~
- ~~3 — At least annually, provide the Recipient Agency with a list of the organizations it is distributing TEFAP commodities to, including name, address, contact name and phone number, total number of households served, amount of food provided, etc. Allow representatives of the Recipient Agency, FDACS or USDA, access to or furnish whatever information/documentation is necessary to conduct reviews, monitor progress or performance or examine records to determine conformity with intended program purposes at any of the distributing sites or sub-distributor sites.~~
- ~~4 — Allow representatives of the Recipient Agency, FDACS or USDA, access to or furnish whatever information/documentation is necessary to conduct reviews, monitor progress or performance, or examine records to determine conformity with intended program purposes at any of the distributing sites or sub-distributor sites.~~

SPECIFICALLY UNAUTHORIZED -  
RECIPIENT AGENCIES ARE PROHIBITED FROM  
DISTRIBUTING TO OTHER AGENCIES

**IV. Receipt of Commodities.** Emergency feeding organizations must sign a receipt for any TEFAP commodities received. The receipt must include number of cases of each TEFAP commodity, name of the sub-distributing agency receiving the commodities, date and recipient's signature. The ERA shall maintain the original signed receipt in its files. The sub-distributor should keep a copy of the receipt for its files.

**V. Issuance Records.**

1. Food Pantries. Emergency feeding organizations (EFO) distributing TEFAP commodities to households for home consumption must certify the client's eligibility, using the appropriate form and income guidelines provided by the Recipient Agency for this purpose. Eligibility certification is valid for one year and may be renewed unless client's circumstances change so as to make them ineligible.

The EFO must keep a record of the names of all households receiving food each day. Recipient should sign a receipt or list each time they receive food. Federal regulations do not require keeping a record of the specific TEFAP foods or quantities issued to each household.

2. Soup Kitchens. Maintain record of number of meals served daily. Sites do not have to maintain records of the names of people to whom they serve meals, and meal recipients do not have to sign for their meals.

**VI. Termination.** This agreement may be terminated by either party, for cause, upon no less than thirty (30) calendar days' notice, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered in writing by certified mail, return receipt requested, or in person with proof of delivery.

**VII. Storage Facilities.** The Sub-Distributor certifies that it has the proper facilities for the storage and protection of USDA TEFAP commodities. Sub-Distributor agrees to take a daily temperature reading of the storage areas, *dry*, freezer and cooler, where USDA TEFAP commodities are stored. ***Internal thermometers must be used when taking temperatures in the freezer and cooler storage areas.*** USDA considers any loss of commodities due to refrigeration or freezer failure as negligence and subject to loss claim action.

**VIII. Records Retention.** All records, documents, etc., required by USDA regulations, policies, or this agreement, must be retained for three years following the close of the federal fiscal year to which they pertain.

**IX. Civil Rights Complaints.** Sub-distributor must establish a procedure for receiving and handling Civil Rights complaints. Sub-distributor must forward complaints alleging discrimination based on one of the protected classes to the Recipient Agency immediately upon receipt.

**X. Civil Rights Certification** The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases

will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form.

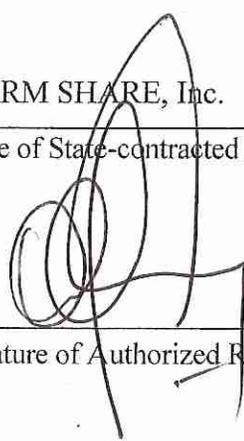
You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer.

Signed by parties to this agreement:

FARM SHARE, Inc.

\_\_\_\_\_  
Name of State-contracted Recipient Agency

  
\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Sub-Distributor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## STAFF ITEMS



21 JUL 2015

*Handwritten signature*

Mayor's Office

OFFICE OF THE MAYOR  
CITY OF SWEETWATER

**VETO AND VETO MESSAGE  
ORDINANCE NO. 4055**

To: Commission President Jose M. Diaz and  
Members of the City of Sweetwater Commission

From: Mayor Orlando Lopez *Handwritten signature*

Re: Ordinance No. 4055

Date Adopted July 6, 2015

Date Presented July 13, 2015

Date Vetoed July 22, 2015

**VETO**

Pursuant to the authority vested in me under the provisions of Section 4.09 of the City Charter, I hereby veto the above-referenced item, more particularly described as:

**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.**

**VETO MESSAGE**

On Monday, July 6, 2015, the City Commission ("Commission") passed Ordinance No. 4055 which requires approval by the Commission of salaries of newly-hired employees in excess of

\$50,000. Although I especially wish to commend Commissioner Llanio for attempting to rectify the abuses that occurred when President Diaz was interim Mayor, I am opposed to this ordinance as it violates the City Charter.

Under the Charter, the Mayor is “the chief executive officer of the City of Sweetwater and . . . responsible for the management and administration of the city government”. Charter, s.4.01(a). Further, this authority of “management and administration of the city government” specifically includes the authority to “(a)ppoint . . . all city employees and appointive administrative officers”. The authority to “appoint” all “city employees” necessarily implies the authority to determine salaries as employees generally do not work for free.

Conversely, the role of the City Commission, in administrative matters is extremely limited. The Charter specifically provides that “neither the commission nor any of its members shall in any manner dictate the appointment or removal of any city administrative officers or employees . . .” Charter, s.3.06(c).

Given that the Charter vests the power of appointment in the Mayor, that such appointments necessarily encompass financial compensation and that the Commission is specifically prohibited from “dictating” such appointments, I must conclude this ordinance violates the City Charter and as such hereby veto ordinance no. 4055.

Ordinance No.: 4055

**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.

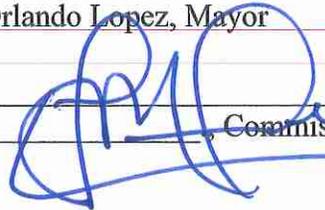
**Article 3.** It is the intention of the Mayor and the City Commission that the provisions of this ordinance be incorporated into the Code of Ordinances; to effect such intention codifiers may change the words "ordinance" or "section" to other appropriate words.

**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 July 6, 2015.

Orlando Lopez, Mayor



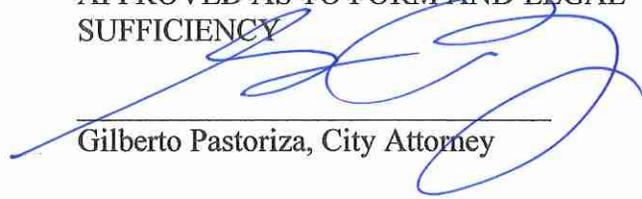
Commission President

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	<u>yes</u>
Jose Bergouignan,	Commission Vice President	<u>yes</u>
Prisca Barreto,	Commissioner	<u>yes</u>
Manuel Duaso,	Commissioner	<u>yes</u>
Idania Llanio,	Commissioner	<u>yes</u>
Isolina Maroño,	Commissioner	<u>yes</u>
Eduardo M. Suarez,	Commissioner	<u>yes</u>

Date of first reading

June 1, 2015

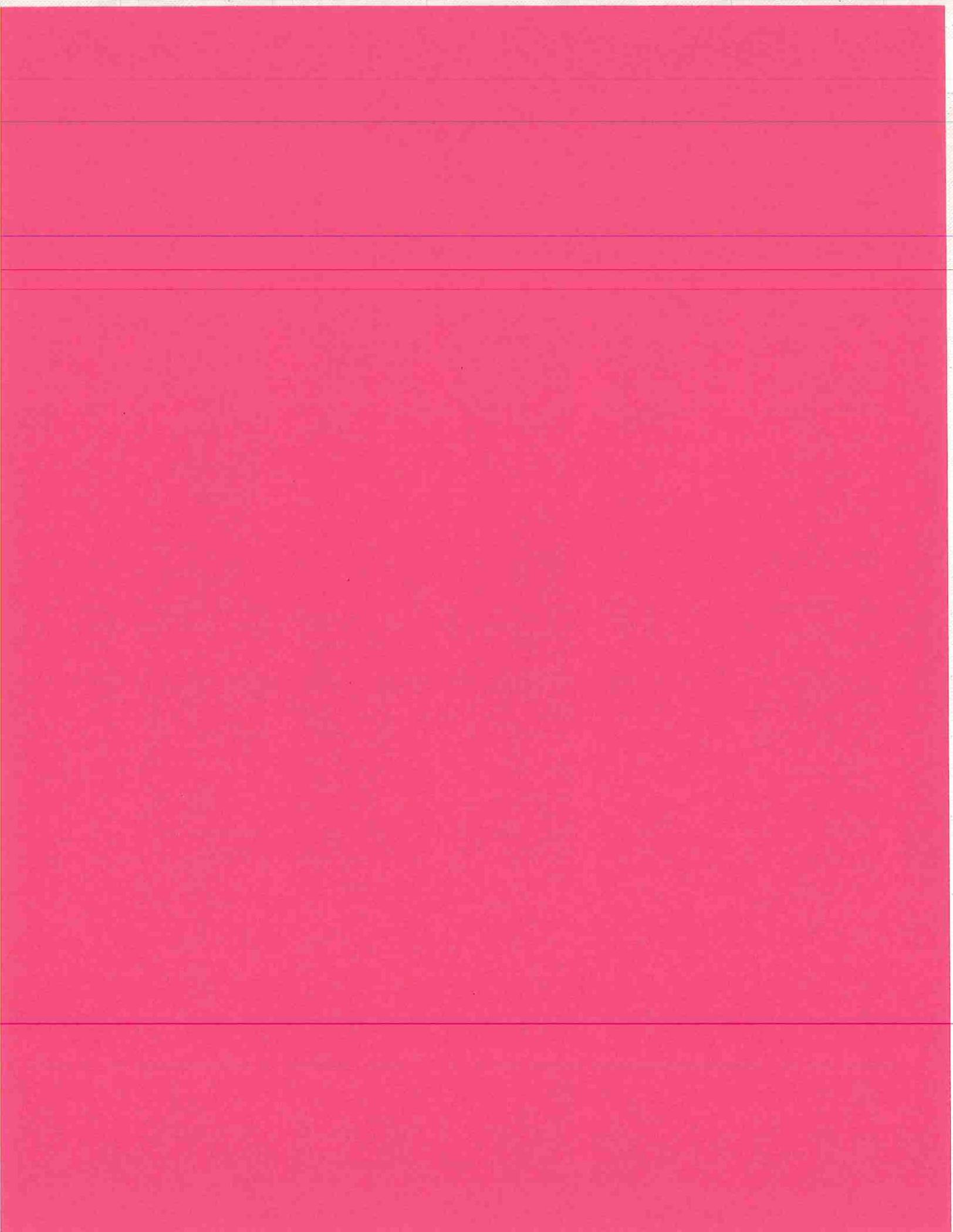
Date of publication

June 25, 2015

Date of second reading

July 6, 2015

Ord. # 4055





RECEIVED JUL 21 2015

21 JUL 11 50

Mayor's Office

OFFICE OF THE MAYOR  
CITY OF SWEETWATER

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**VETO AND VETO MESSAGE  
RESOLUTION NO. 4059**

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To: Commission President Jose M. Diaz and  
Members of the City of Sweetwater Commission

From: Mayor Orlando Lopez 

Re: Reso No. 4059

Date Adopted July 6, 2015

Date Presented July 13, 2015

Date Vetoed July 22, 2015

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**VETO**

Pursuant to the authority vested in me under the provisions of Section 4.09 of the City Charter, I hereby veto the above-referenced item, more particularly described as:

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA PROHIBITING CITY ELECTED OFFICIALS, PERSONS WHO HAVE QUALIFIED TO RUN FOR CITY OFFICE AND PERSONS DIRECTLY INVOLVED IN CITY POLITICAL CAMPAIGNS TO DISTRIBUTE BAGS OF FOOD PROVIDED BY THE CITY; PROVIDING AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE.**

VETO MESSAGE

cut

On the above-reference date, the City Commission (“Commission”) passed Resolution No. 4059 which purports to impose controls on the City’s participation in the federal Farm Share Program as follows:

No City elected officials, persons who have qualified to run for City office or any person directly involved in City political campaigns shall be allowed to distribute monthly bags of food provided by the City to its residents.

The purported purpose of Resolution No. 4059 is to “create transparency in the election process by limiting who can distribute . . . bags of food”. If this truly is its intent, the Commission has overreached in its effect.

Although laudable in prohibiting “persons who have qualified to run for City office” from distributing bags of food, the inclusion of “elected officials” as a blanket category is an extreme overreach. The qualification period for seeking City office begins when the registration books are opened, which by charter shall always be “fifty-five (55) days prior to election day”. City Charter, s. 6.04. As a consequence, new candidates would only be prohibited from distributing “monthly bags of food provided by the City to its residents” for the 55 days preceding an election whereas City Commissioners would be prohibited throughout their entire four-year tenure in office even in years when they are not seeking reelection.

Further, the Resolution is needlessly vague in that the term “directly involved in City political campaigns” is wholly undefined. While it is clear who is an elected official and who has qualified for public office, persons “directly involved in City political campaigns” is a term that is subject to interpretation and as such is ripe for abuse.

Moreover, by casting such a broad net over all elected officials and persons who maybe, possibly are “directly involved in City political campaigns”, this Resolution discriminates against said persons and as such amounts to discrimination based upon political beliefs and or political affiliation. Such discrimination violates the Fourteenth Amendment to the United States Constitution, Article I, sections 2 and 4 of the Constitution of the State of Florida, and USDA regulations and as such is unenforceable.

Finally, the City Commission simply lacks the authority to dictate to its own members how they can and cannot serve their community. City Commissioners are public servants and thus ought not to be hindered in their public service.

@

RESOLUTION NO. 15 – 4059

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, PROHIBITING CITY ELECTED OFFICIALS, PERSONS WHO HAVE QUALIFIED TO RUN FOR CITY OFFICE AND PERSONS DIRECTLY INVOLVED IN CITY POLITICAL CAMPAIGNS TO DISTRIBUTE BAGS OF FOOD PROVIDED BY THE CITY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, the City provides for monthly distribution of bags of food to its residents; and

**WHEREAS**, the City Commission to create transparency in the election process by limiting who can distribute these bags of food; and

**WHEREAS**, the City Commission determines that the adoption of this Resolution 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.

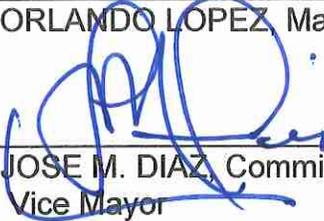
**Section 2. Prohibition.** No City elected officials, persons who have qualified to run for City office or any person directly involved in City political campaigns shall be allowed to distribute the monthly bags of food provided by the City to its residents.

**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 6<sup>th</sup> day of July, 2015.

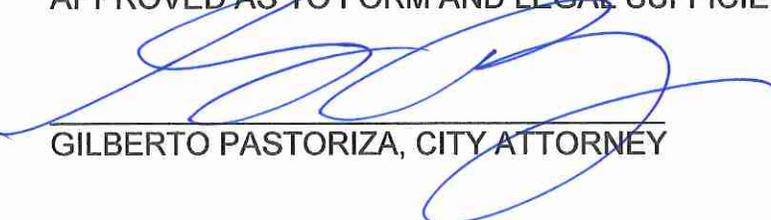
\_\_\_\_\_  
ORLANDO LOPEZ Mayor

  
\_\_\_\_\_  
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

  
\_\_\_\_\_  
MARIE O. SCHMIDT, CITY CLERK

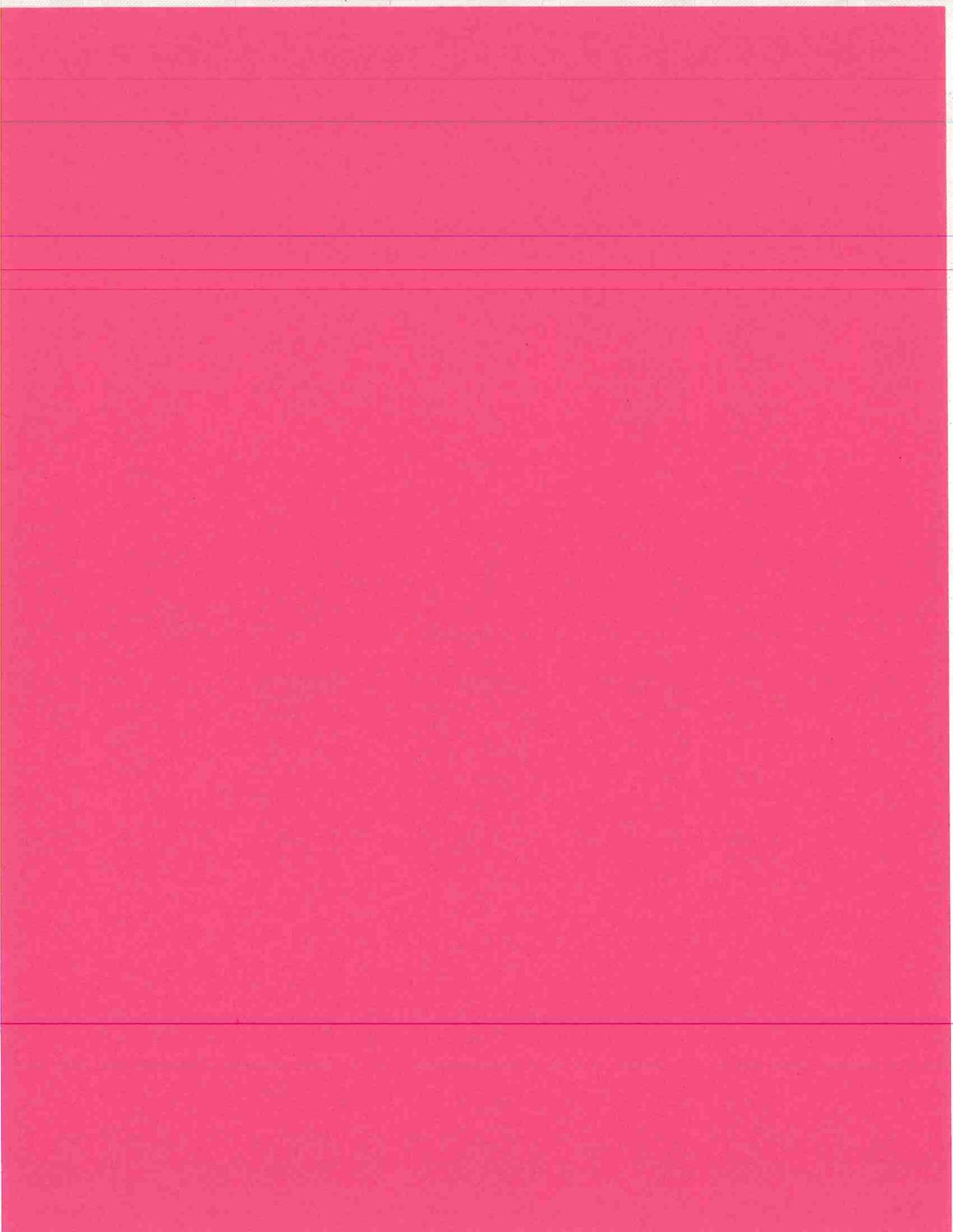
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
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

yes  
yes  
yes  
yes  
yes  
NO  
yes



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SWEETWATER, FLORIDA, AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES TITLED "BUSINESSES"; PROVIDING FOR AN ADMINISTRATIVE FEE FOR NONCONSENSUAL TOWS; PROVIDING FOR INVOICING AND PAYMENT METHODOLOGY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Sweetwater Police Department is tasked with evaluating the appropriateness of nonconsensual tows occurring within the City; and

**WHEREAS**, it is appropriate for the City of Sweetwater to adopt an administrative fee relative to the Police Departments role in nonconsensual tows;

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

Section 1: That Section 18-99 of the Code of Ordinances is hereby amended to read as follows<sup>1</sup>:

**Chapter 18 – BUSINESSES**

\* \* \*

**ARTICLE IX – TOWING SERVICES**

\* \* \*

**Sec. 18-199. - Removal of vehicle from public right-of-way; police determination of appropriateness.**

Any person attempting to tow or remove a vehicle from private property pursuant to F.S. § 715.07 or removing a vehicle from the public right-of-way within the city at the request of a person other than the owner of the vehicle, shall first inform the police department of the intention to remove the vehicle so that a determination may be made as to whether such removal is appropriate under the law. The city, however, takes no

<sup>1</sup> (Coding: Words and figures underscored are additions to existing law; words and figures ~~struck through~~ are deletions. Remaining provisions are now in effect and remain unchanged)

responsibility in making such determination as to whether towing or removal of the vehicle is appropriate.

In addition to the maximum rates that may be charged by business enterprises providing services as described in this section, the city shall charge an administrative fee of \$20.00 for each vehicle that is recovered, towed, removed, or stored within the city. The city shall send a monthly invoice to the business enterprise for payment of the city's administrative charges. The administrative charges are due and payable upon receipt of such invoice. Failure to remit payment of the administrative charges within 15 days of the receipt of the invoice shall result in an additional charge of \$500.00. Continued failure to pay the charges after 30 days of receipt of the invoice shall result in the suspension of the license and the city may seek additional recourse from the business enterprise as provided by law.

\* \* \*

Section 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.

Section 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.

Section 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.

Section 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 this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
ORLANDO LOPEZ, Mayor

\_\_\_\_\_  
JOSE M. DIAZ, Commission President and

Vice Mayor

ATTEST:

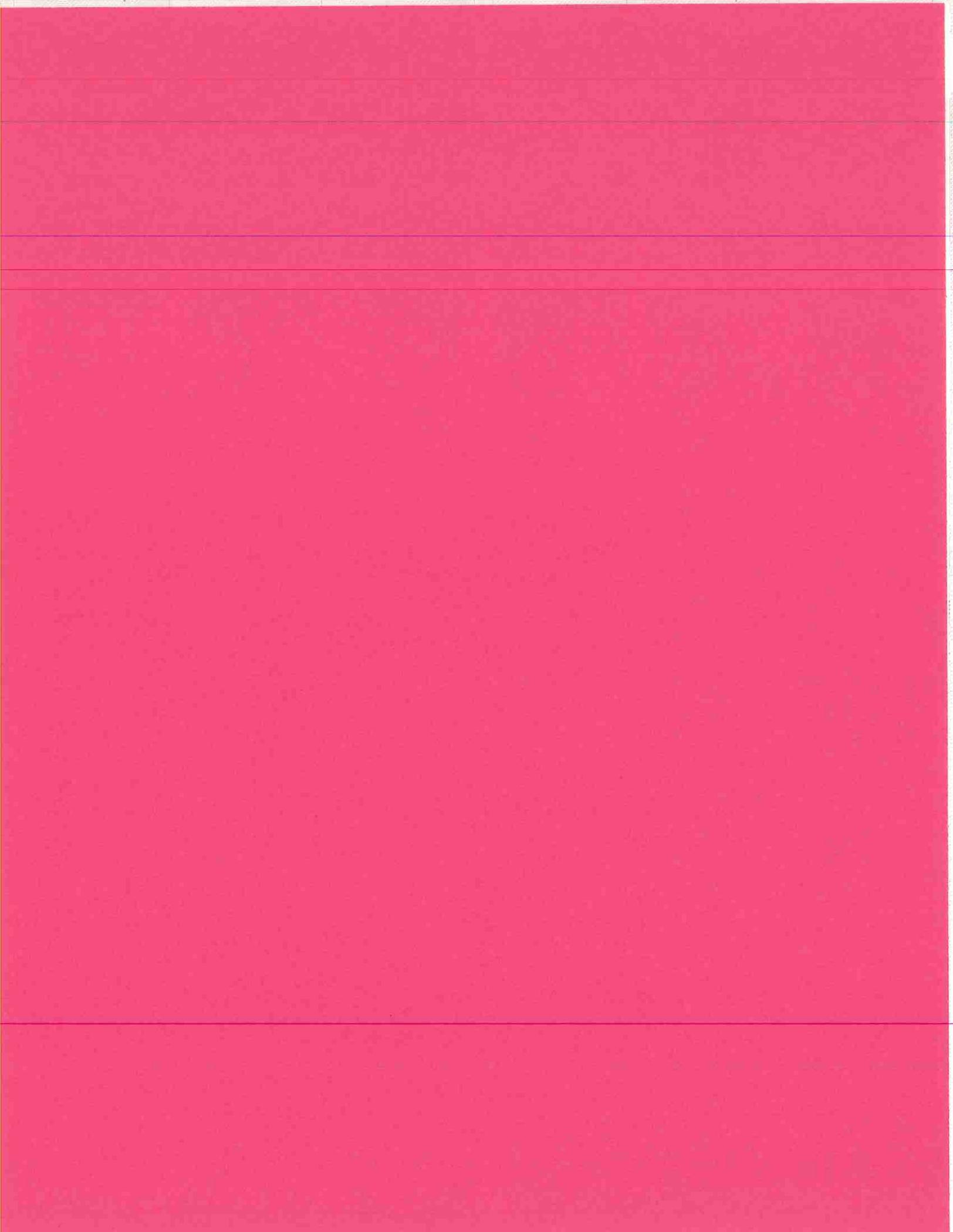
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GUILLERMO CUADRA, 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 CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE PURCHASE OF A CONCRETE MIXER FROM BILL'S EQUIPMENT AND RENTALS II, INC., FOR THE PUBLIC WORKS DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City's Public Works Department is tasked with the maintenance and repairs of streets and sidewalks; and,

**WHEREAS**, the City Commission approved Resolution No. 3910 allocating \$22,000 from Capital Improvement funds for the purchase of materials and equipment for the repair of city streets; and,

**WHEREAS**, the aforementioned equipment will help the Public Works Department perform street repairs in a more efficient manner.

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

**Section 1.** The above recitals and memorandum attached hereto are true and correct and incorporated herein.

**Section 2.** The City Commission authorizes the Mayor to purchase a Toro Concrete and Masonry Equipment Mixer from Bill's Equipment and Rentals II, Inc., for an amount not to exceed \$1,993.00, together with such non-material changes as may be acceptable to the Mayor, and approved as to form by the City Attorney, is hereby approved. The funds are to be drawn from account number 001.541.569464.

**Section 3.** The Mayor is hereby authorized to execute the purchase order and expend budgeted funds on behalf of the City.

**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 \_\_\_\_\_, 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:

\_\_\_\_\_  
GUILLERMO CUADRA, 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:** 07/14/2015  
**To:** Honorable Jose M. Diaz, Commission President and Members of  
The City Commission  
**From:** Mayor Orlando Lopez  
**Re:** Concrete and Masonry Equipment

---

### DESCRIPTION OF ITEM

Toro Concrete and masonry equipment mixer (see attach)  
9cu. ft.  
Honda gas motor GX240  
Weight 690-897 LBS

### BACKGROUND

We currently have an electric mixer that we paid \$600.00 for at Northern Tools,  
¾ hp 120V electric motor 6 cu. ft.

### FISCAL IMPACT

Total \$3,400.00

### RECOMMENDATION

Purchase from Bills Equipment and Rentals which was the lowest price for the same equipment

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Department / Section Director

PURCHASE OF MATERIAL AND EQUIPMENT FOR THE REPAIR OF CITY SIDEWALKS; AUTHORIZING THE MAINTENANCE DIRECTOR TO SEEK REQUESTS FOR PROPOSALS FOR SAID PURCHASES; PROVIDING FOR THE RETURN OF UNSPENT MONIES TO THE GENERAL FUND AND PROVIDING FOR EFFECTIVE DATE. (COMMISSIONER BERGOUIGNAN.) ( PLACED ON THIS AGENDA BY THE CITY COMMISSION ON JULY 14, 2014)

Resolution reduced to \$33,000 from GOB funds, adopted and assigned #3909.

- G. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER APPROPRIATING UP TO \$45,000 FROM GENERAL FUNDS FOR THE PURCHASE OF MATERIAL AND EQUIPMENT FOR THE REPAIR OF CITY STREETS; AUTHORIZING THE MAINTENANCE DIRECTOR TO SEEK REQUESTS FOR PROPOSALS FOR SAID PURCHASES; PROVIDING FOR THE RETURN OF UNSPENT MONIES TO THE GENERAL FUND AND PROVIDING FOR EFFECTIVE DATE. (COMMISSIONER BERGOUIGNAN)

Resolution reduced to \$22,000 from Capital Improvements funds, adopted and assigned #3910.

- H. RATIFICATION OF MAYOR'S APPOINTEE RICARDO MENDEZ AS NEW FINANCE DIRECTOR. (CODE REQUIREMENT)

Tabled to the next special meeting on either the 21<sup>st</sup> or 25<sup>th</sup>.

- I. AUTHORIZATION TO EXERCISE THE OPTION TO RENEW THE CITY'S CONTRACT WITH CONSTRUCTION CATERING, INC. FOR ONE YEAR. (MAYOR DIAZ/SENIOR CENTER DIRECTOR) (REQUEST TO WITHDRAW)

Withdrawn.

- J. DISCUSSION OF DISTRIBUTION OF CHECKS FROM COMMISSIONER'S DISCRETIONARY ACCOUNT. (COMMISSIONER MARONO)

Several commissioners voiced displeasure over the delay in receiving the checks they placed requests for. No further action taken.

- K. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER AUTHORIZING THE EXTENSION OF HEALTH INSURANCE BENEFITS TO ALAN ABOLILA, AUTHORIZING AND DIRECTING THE MAYOR AND HUMAN RESOURCES DEPARTMENT TO PROVIDE SAID HEALTH INSURANCE AND PROVIDING FOR EFFECTIVE DATE. (COMMISSIONER DUASSO)

Failed.

- L. AUTHORIZATION TO ISSUE AN RFP TO RETAIN AN OUTSIDE FINANCE CONSULTING FIRM TO CONDUCT A FORENSIC AUDIT OF THE FUNDS OF THE CITY. (MAYOR DIAZ) (This item was on the June agenda and was deferred by the Commission until after the Trueba report which was given on July 14<sup>th</sup>.)

The City Clerk was instructed to issue an RFQ or RFP.

- M. REQUEST PERMISSION TO SELL K-9 LANA TO MIAMI-DADE COUNTY PUBLIC SCHOOLS FOR THE AMOUNT OF \$6,500 AND USE THE MONEY TO PURCHASE A MONEY DOG. (MAYOR DIAZ/CHIEF OF POLICE)

Authorization granted to sell to any agency interested and purchase a money dog with the proceeds.

- N. AUTHORIZATION TO PURCHASE UNIFORMS FOR CITY EMPLOYEES. (MAYOR DIAZ)



# TORO® CONCRETE & MASONRY EQUIPMENT

## Concrete Mixers

- Five Models: CM-658H-S, CM-958H-P, CM-958H-SED, CM-958H-PED, CM-1258Y-SD
- Batch Capacity: 6 – 12 cu ft
- Batch Capacity Bags: 1/2 – 2
- Honda GX240 or Yanmar L100V engines
- Weight: 690 – 897 lbs



From mixing to hauling to finishing, Toro's new concrete and masonry line has you covered.

## Electric Concrete Mixers

- Three Models: CM-250E-PPL, CM-250E-PWB, CM-250E-PC,
- Three Configurations: Pedestal, Wheelbarrow, Combination
- Batch Capacity: 2 cu ft
- Batch Capacity Bags: 1/4
- 1/3 hp electric motor
- Weight: 113 – 1148 lbs

2

**Guido D Pucci**

---

**From:** Larry Tate <larry@davidtate.com>  
**Sent:** Tuesday, March 17, 2015 1:41 PM  
**To:** Guido D Pucci  
**Subject:** RE: Requested Mixer Quotes

Look at the brochure I attached to the e mail

Larry Tate  
David Tate Export, Inc.  
6974 N.W. 50th Street  
Miami, Fl. 33166  
Tel: 305-477-1181  
Fax: 305-477-2990  
Email: [larry@davidtate.com](mailto:larry@davidtate.com)

-----Original Message-----

**From:** Guido D Pucci [<mailto:gpucci@cityofsweetwater.fl.gov>]  
**Sent:** Tuesday, March 17, 2015 1:39 PM  
**To:** Larry Tate  
**Subject:** Re: Requested Mixer Quotes

Thank you. Do you have any photos or specs ?

Sent from my iPhone

> On Mar 17, 2015, at 12:06 PM, Larry Tate <[larry@davidtate.com](mailto:larry@davidtate.com)> wrote:

>  
> Guido,  
> We have two options with these mixers first the CM-958H-S Mixer with a Honda gas engine. This unit would cost \$3170.00. The pintle hitch would cost \$60.00 & the freight would be aprox \$195.00.  
> Your second option would be a CM1258Y-SD with a Yanmar Diesel for \$5670.00. The pintle hitch for this unit would be \$76.00 & the freight would be aprox \$345.00. I have attached a brochure so you can see exactly what is being quoted.

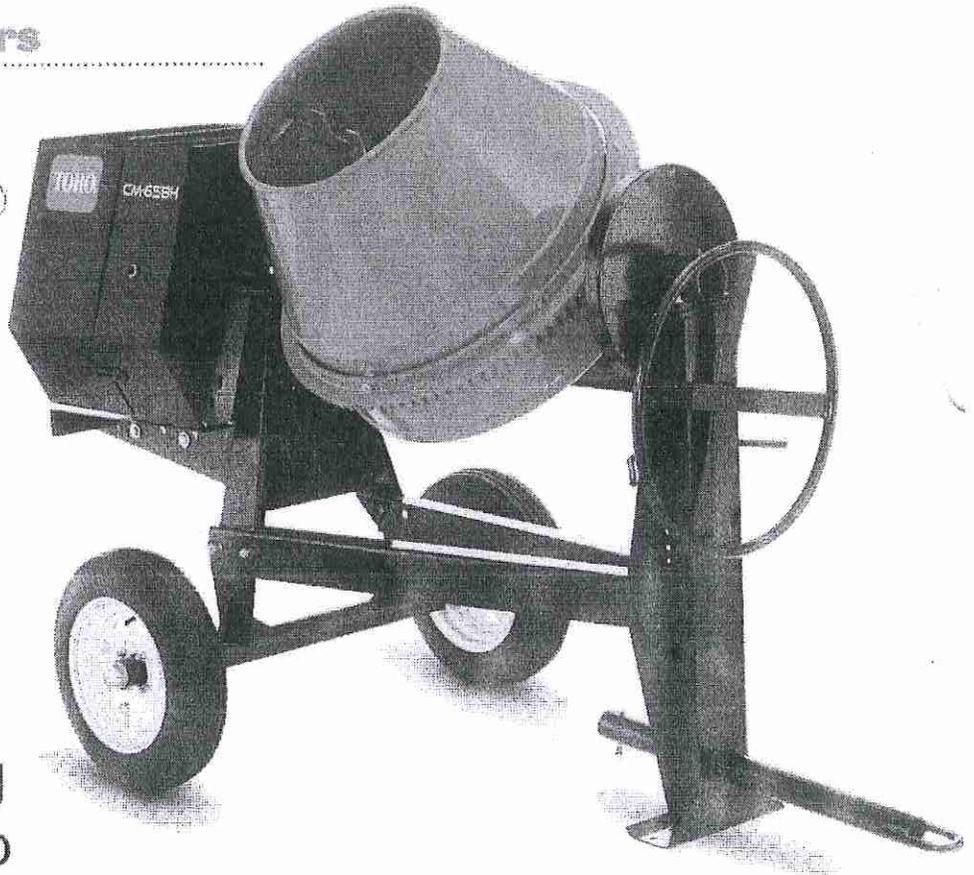
Thanks,

>  
>  
> Larry  
>  
> Larry Tate  
> David Tate Export, Inc.  
> 6974 N.W. 50th Street  
> Miami, Fl. 33166  
> Tel: 305-477-1181  
> Fax: 305-477-2990  
> Email: [larry@davidtate.com](mailto:larry@davidtate.com)  
>  
> <490-8714\_ConcreteMixersSS\_V2.pdf>

# TORO® CONCRETE & MASONRY EQUIPMENT

## Concrete Mixers

- Five Models: CM-658H-S, CM-958H-P, CM-958H-SED, CM-958H-PED, CM-1258Y-SD
- Batch Capacity: 6 – 12 cu ft
- Batch Capacity Bags: 1/2 – 2
- Honda GX240 or Yanmar L100V engines
- Weight: 690 – 897 lbs



From mixing to hauling to finishing, Toro's new concrete and masonry line has you covered.

## Electric Concrete Mixers

- Three Models: CM-250E-PPL, CM-250E-PWB, CM-250E-PC,
- Three Configurations: Pedestal, Wheelbarrow, Combination
- Batch Capacity: 2 cu ft
- Batch Capacity Bags: 1/4
- 1/3 hp electric motor
- Weight: 113 – 1148 lbs

**TORO**

Count on it.

# Concrete Mixer

## Concrete & Masonry Equipment

### Fast Mixing Performance & Long-Lasting Quality

Toro®'s broad line of concrete mixers offers a model for every application, from portable to towable, electric to gas and diesel. The towable mixers feature a convenient hand wheel to provide greater operator control and the ability to lock the drum in any position for easy mixing and storing. A reinforced front post adds strength to the wider axle design for more comfortable towing, Toro concrete mixers offer standard features that equate to deluxe performance.

#### FEATURES

##### DESIGNED FOR EASY OPERATION

- Sturdy hand wheel provides a convenient way to control dumping
- Cowl-mounted engine shutoff switch is easily accessible for operator safety
- The engine cowl features a cut out to allow engine access without leaving the cowl open
- Easy-to-clean polyethylene drum options available on select models
- Positive gear and dog drum lock secures drum in one of 90+ positions to accommodate mixing and storing needs

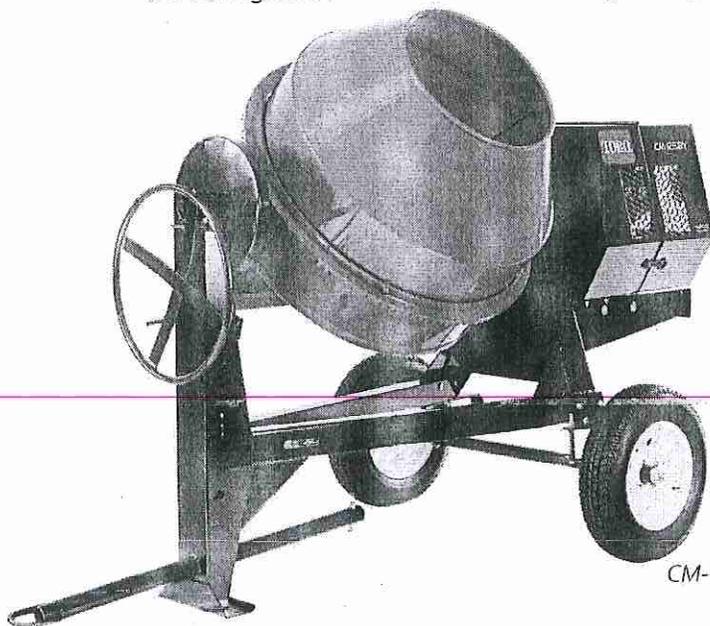
- Easily accessible grease fittings make routine maintenance fast and simple

##### HIGH QUALITY CONSTRUCTION

- Oversized steel paddles mean fast, complete mixing and long-lasting durability
- Heavy-duty, one-piece cast iron ring gear delivers smooth operation and longer life
- High quality greasable tapered roller bearings on a large diameter shaft make drum rotation and emptying quick and easy
- Downward pitched, heavy-duty tow pole delivers superior strength and provides high

clearance over ground and curbs

- Reinforced front post provides maximum strength in a high stress areas
- Full length rust-proof brass cowl hinge provides superior stability and strength to extend cowl life
- Spacious reinforced steel cowl offers opening for easier access to engine while delivering more air volume for cooler engine operation and engine life



CM-1258Y-SD Mortar Mixer



Toro mixers are built based on the proven quality and performance of Stone Construction Equipment's original design.

# Concrete Mixer Lineup

**Fast Mixing Performance**  
**Long-Lasting Quality**

## Portable Electric Mixers

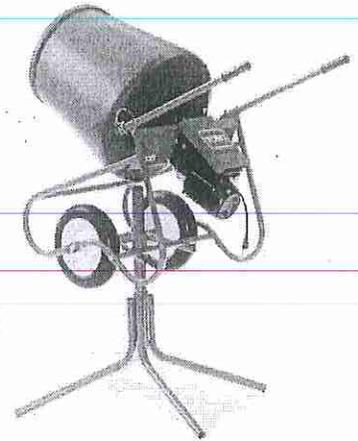
The CM-250 mixers offer compact, sturdy, and portable power just right for small mixing jobs. Available in both a wheelbarrow and wheelbarrow/pedestal combination.

## Tow Pole Options

Select from three different tow pole options, *pintle, stamped, or forged*, for easy towing to maximize your jobsite efficiency.



CM-250E-PWB



CM-250E-PC

## SPECIFICATIONS

	CM-250E Portable Electric Mixers (68001 & 68003)	CM-658H (68004)	CM-958H (68006 & 68009) CM-958H-SED (68007 & 68008)	CM-1258Y (68011)
Batch Capacity* - Bags	1/4 bag	1/2 - 1 bag	1 - 1.5 bags	1.5 - 2 bags
Batch Capacity* - Volume	2 cu. ft.	6 cu. ft.	9 cu. ft.	12 cu. ft.
Total Drum Volume	3.5 cu. ft.	9.0 cu. ft.	15.1 cu. ft.	19.8 cu. ft.
Engine	3/4 HP Electric 120V	Honda® GX240	Honda GX240	Yanmar® L100V Diesel
Drum Options	Plastic	Steel Side Dump	Steel or Plastic Side Dump or End Dump	Steel Side Dump
Drive	Direct Drive	Belt Drive	Belt Drive	Chain Drive
Wheels, Bearings & Axle	Wheel barrow or Wheel barrow + pedestal combination available	4.8 x12 (20" diameter) high speed tires, tapered roller bearings, 46" wide axle	B78 x 13 (25" diameter) high speed tires, tapered roller bearings, 56" Axle/ Cantilever Springs	B78 x 13 (25" diameter) high speed tires, tapered roller bearings, 56" Axle/ Cantilever Springs
Dimensions (L x W x H)	50" x 24.5" x 52"	84" x 56" x 65"	Side Dump: 84" x 56" x 65" End Dump: 85" x 85" x 71"	95" x 56" x 70"
Weight	96 lbs.	690 lbs.	800 - 875 lbs.	897 lbs.
Accessories**	NA	Side dump mixers: Stamped, forged, and pintle hitch options End dump mixers: Welded tow pole with 1" pin hitch, Trailer light kit		

\*Batch capacity varies based on ration of material used.

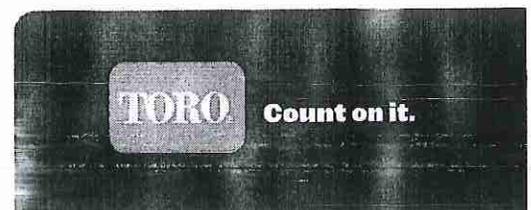
\*\* Towable mixers for Canada are sold with trailer lights installed as standard.

Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. We reserve the right to improve our products and make changes in specifications, designs and standard equipment without notice and without incurring obligation. See your dealer for details on all of our warranties. Product performance depends on job application and soil conditions.

Worldwide Headquarters  
The Toro Company  
8111 Lyndale Ave. So.  
Bloomington, MN 55420  
Phone: 1-952-888-8801

[toro.com/rental](http://toro.com/rental)

490-8714  
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## Guido D Pucci

---

**From:** Eduardo Drowne, Sunbelt Rentals Branch 019 <eduardo.drowne@sunbeltrentals.com>  
**Sent:** Tuesday, March 17, 2015 9:51 AM  
**To:** Guido D Pucci  
**Subject:** Fwd: Sale Quote 9CU mixer

Donald,

Please read below, these are the numbers that my manager sent me for the mixer.

Thanks!

Eduardo Drowne.  
Sunbelt Rentals.  
305-903-2790

Begin forwarded message:

From: "PCM019 Manager Miami, FL" <[pcm019@sunbeltrentals.com](mailto:pcm019@sunbeltrentals.com)<<mailto:pcm019@sunbeltrentals.com>>>  
Date: March 17, 2015 at 7:51:24 AM EDT  
To: "Eduardo Drowne, Sunbelt Rentals Branch 019"  
<[eduardo.drowne@sunbeltrentals.com](mailto:eduardo.drowne@sunbeltrentals.com)<<mailto:eduardo.drowne@sunbeltrentals.com>>>  
Subject: RE: Sale Quote 9CU mixer

Concrete Mixer NEW.

MULTIQUIP 9CF, Poly Drum, 2" ball = \$3,575.18 + Tax. ETA 2 -4 weeks.

-----Original Message-----

From: Eduardo Drowne, Sunbelt Rentals Branch 019  
Sent: Monday, March 16, 2015 1:44 PM  
To: PCM019 Manager Miami, FL  
Subject: Sale Quote 9CU mixer

Jose,

Donald Pucci from the city of sweat water is looking to purchase a brand new mixer "GAS". Can you provide a quote?

Thanks.

Eduardo Drowne.  
Sunbelt Rentals.  
305-903-2790



Sunbelt Rentals

Sunbelt Rentals



GET — On the App Store

3

View



Equipment > Concrete and Masonry > Concrete / Masonry - Mixing & Placing Equipment > Concrete Mixers

# 9 Cu ft Gas Concrete Mixer Towbehind

To see equipment rates, please enter City, State, Address or ZIP code where you will be using the equipment.

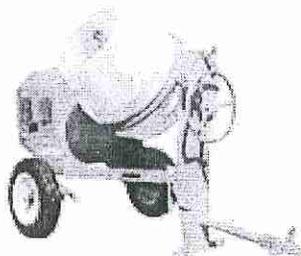


Select a Location to get rates

## Rental Rates

Equipment pricing may vary based on availability and market conditions

Enter a valid city, state, address or zip above to view rates.



General Specifications

Safety

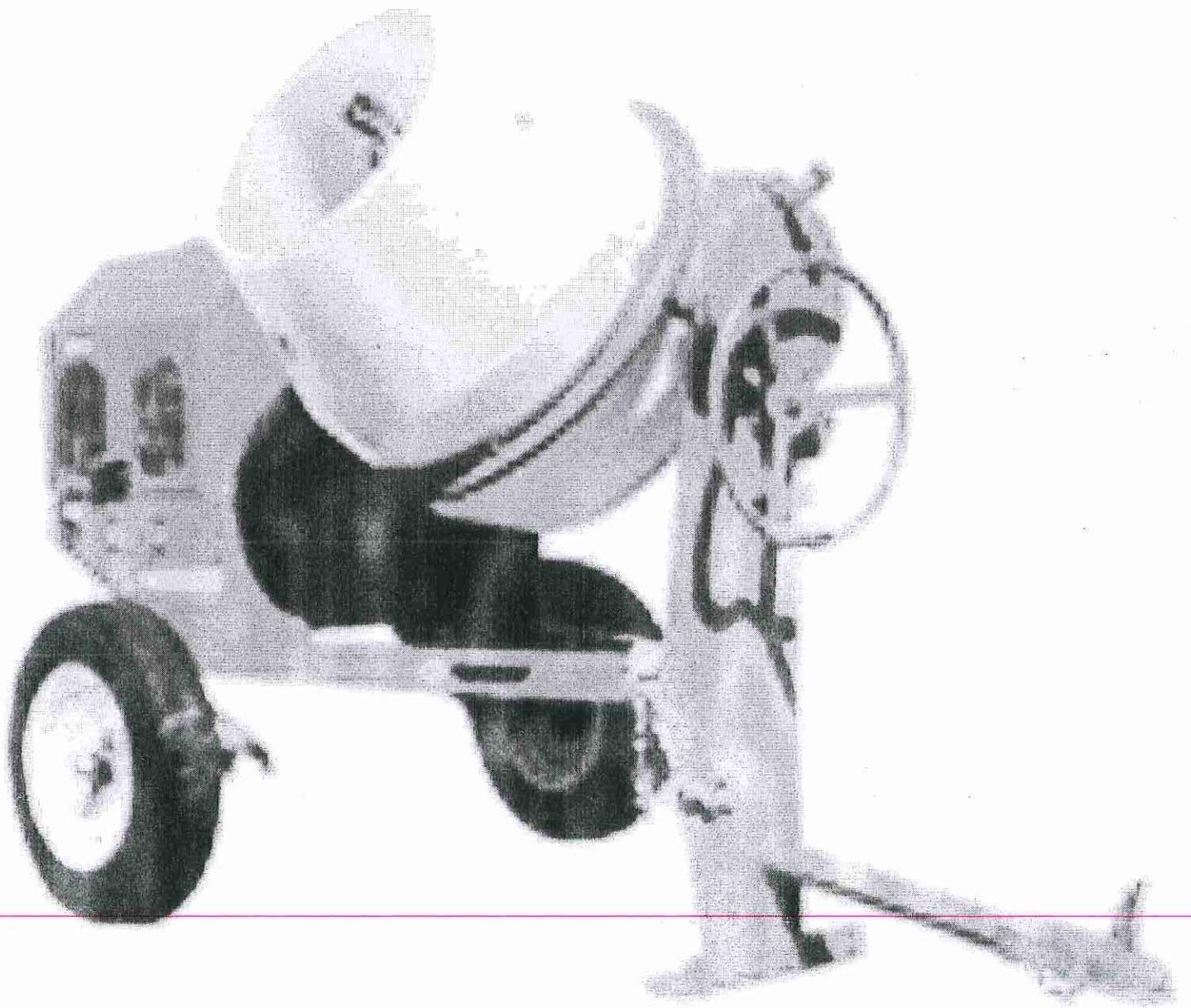
Make / Models

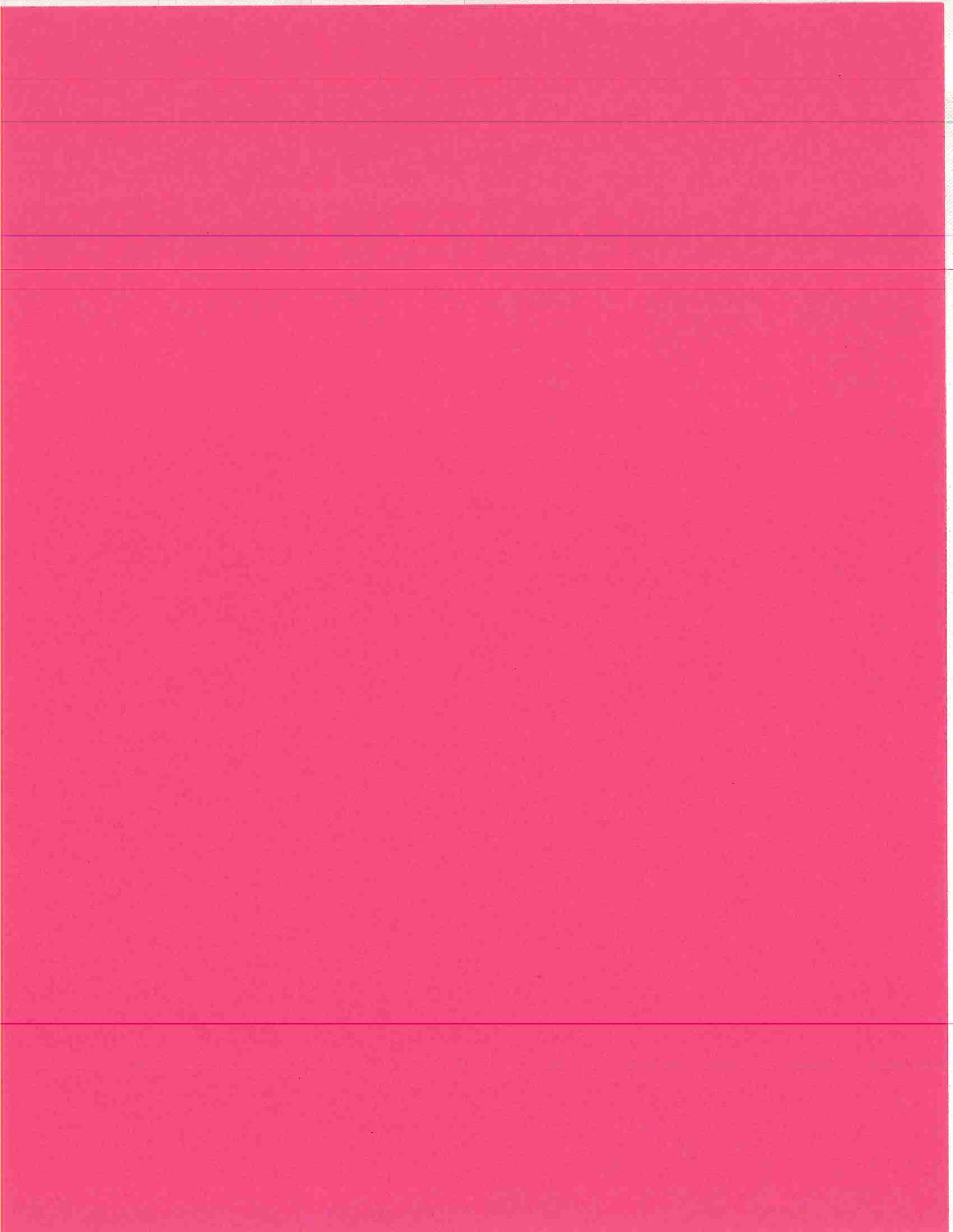
Specifications

Multiquip / MC-94PH2

Cal-Class:

015-0150





**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING A REFUND OF \$500 FROM THE STATE FORFEITURE ACCOUNT TO CHADWICK BUKUR; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Sweetwater Police Department seized \$500 from Mr. Chadwick Bukur in relation to case no. 14-030158 ; and,

**WHEREAS**, Mr. Chadwick Bukur was cleared of any wrongdoing in relation to the above-mentioned case.

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

**Section 1.** The above recitals and memorandum attached hereto are true and correct and incorporated herein.

**Section 2.** The City Commission authorizes the Mayor effectuate a refund of \$500 to Mr. Chadwick Bukur.

**Section 3.** The funding source for this refund is the state forfeiture account.

**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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
ORLANDO LOPEZ, Mayor

JOSE M. DIAZ, Commission President and  
Vice Mayor

ATTEST:

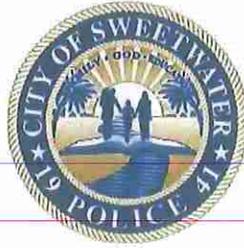
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GUILLERMO CUADRA, 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	_____



SWEETWATER POLICE DEPARTMENT  
MEMORANDUM

To: Finance Department

From: Chief Placido Diaz

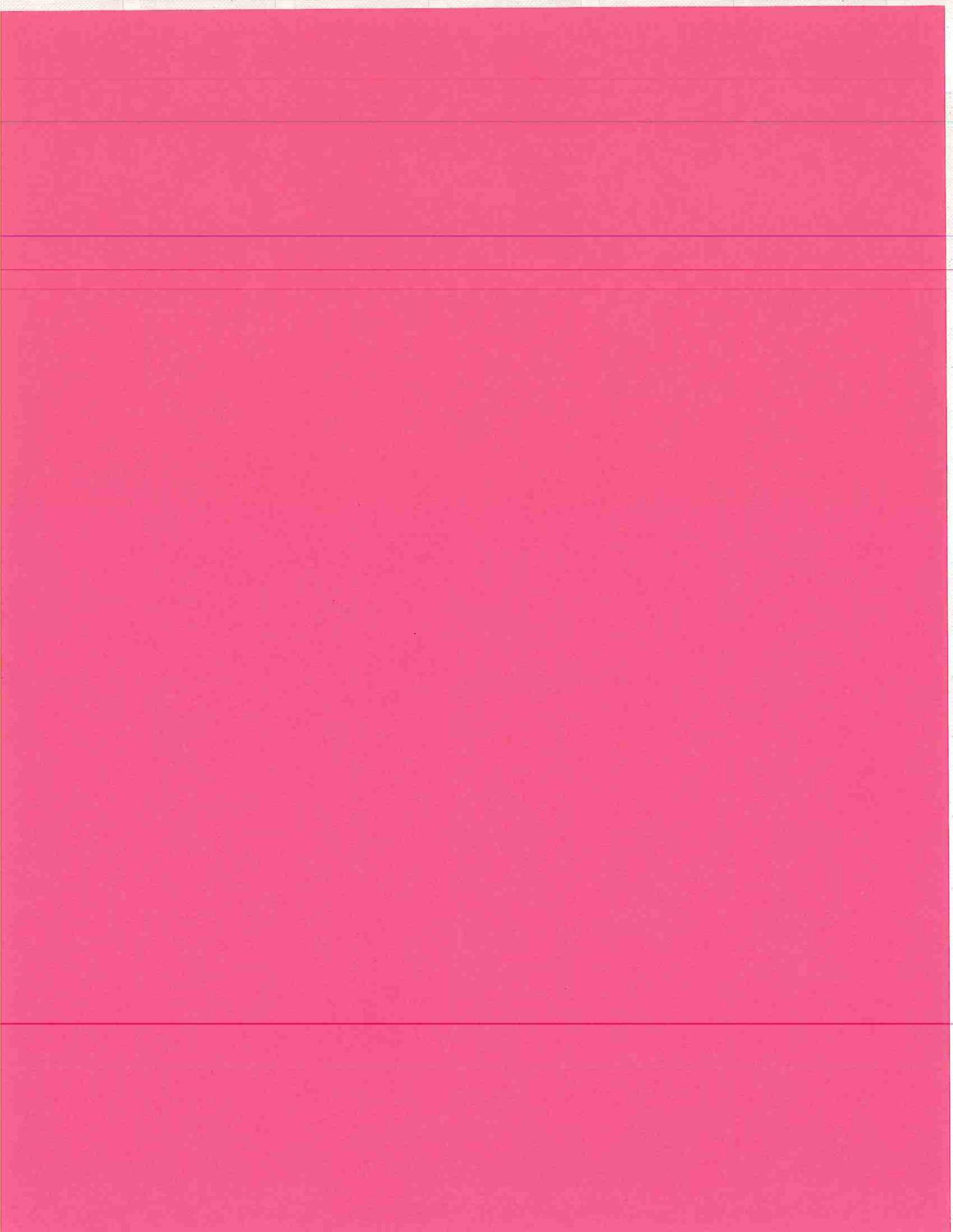
Date: 07-08-2015

Ref: Chadwick Bukur / Refund monies seized

\*\*\*\*\*

Please refund Mr. Chadwick Bukur from the state forfeiture account, the amount of \$500.00 dollars. This money was seized during an investigation, case #14-030158. We have concluded our investigation and Mr. Bukur was cleared of any wrong doing.

Please mail check to: Mr. Chadwick Bukur,  
8 Washington, Penthouse  
Valparaiso, In 46383



**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (FDOT) FOR IMPROVEMENTS TO 107<sup>TH</sup> AVENUE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, planning and coordination for FDOT, Projects FM#412479-3-52-01 and FM#412479-2-52-01, involving the widening and other improvements to 107<sup>th</sup> Avenue, is currently under way; and

**WHEREAS**, many of the aforementioned road improvements will be located within the City of Sweetwater; and

**WHEREAS**, it is in the best interest of the City to participate in the projects with FDOT by executing this Off-System Construction and Maintenance Agreement attached hereto; and

**WHEREAS**, the City acknowledges that FDOT will be utilizing federal funds on the project and as a result thereof the City agrees to maintain the project in perpetuity according the FDOT standards.

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

**SECTION 1.** The City Commission hereby authorizes the Mayor to execute the Off-System Construction and Maintenance Agreement between the City of Sweetwater and the State of Florida Department of Transportation for improvements to 107<sup>th</sup> Avenue.

**SECTION 2. Effective Date.** This Resolution shall take effect immediately upon its passage by the City Commission of the City of Sweetwater, Florida.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 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:

\_\_\_\_\_  
GUILLERMO CUADRA, 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	_____

**OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT**

**Between**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
("DEPARTMENT")**

**and**

**CITY OF SWEETWATER, a municipality of the State of Florida  
("CITY")**

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 2015, by and through THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (the "Department"), and CITY OF SWEETWATER, a municipality of the State of Florida (the "City"), collectively referred to as the "Parties."

**RECITALS**

A. Upon approval of the Department's Work Program by the State of Florida Legislature, and adoption by the Department Secretary, the Department shall complete the various projects included in the Department Work Program; and

B. Included in the Department Work Program are the following Project Numbers, FM 412479-3-52-01 SR 985/ SW 107th Avenue from SW 1100 Block (MP 5.907) to SW 3rd Street (MP. 6.468), and FM 412479-2-52-01 SR 985/ SW 107th Ave from SW 3rd Street (MP 6.468) to North of W. Flagler Street (MP. 6.827) ( collectively, the "Project"). A portion of the Project includes work on the following roads, located in the City, in the County of Miami-Dade, Florida, which are roads not on the State Highway System: SW 7th Terrace, SW 7th Street, SW 6th Street, SW 5th Street, SW 4th street, SW 3rd Street and SW 2nd Street (for purposes of this Agreement, the "Project Limits"); and

C. The CITY is the holder of ownership rights to the roads not on the State Highway System; and

D. The parties agree that it is in the best interest of each party for the Department to undertake and to complete all aspects of the Project, including but not limited to, the design, construction, construction inspection, utilities, permits, easements and other associated tasks; and

E. The parties further agree that it is in the best interest of each party to enter into this Agreement in order to allow the Department to construct and complete the Project.

### TERMS

**NOW THEREFORE**, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals in this Agreement are true and correct, and incorporated into and made a part hereof.
2. The Parties agree that the Department intends to undertake and complete project numbers FM 412479-3-52-01 and FM 412479-2-52-01; the Project shall include improvements within the Project Limits on roads not on the State Highway System, which shall include, but not may be limited to, the following:
  - (a) SW 7th Terrace, 90 feet west and 85' east of SR985/SW 107 Avenue: milling and resurfacing, overbuild, upgrading drainage, upgrade water main, replacement of sidewalk, replacement of curb and gutter, new concrete barrier wall, replacement of guardrail, adding sod and signing and pavement markings;
  - (b) SW 7th Street, 60' west of SW 107 Avenue: milling and resurfacing, overbuild, reconstruction, upgrading drainage, upgrade water main, replacement sidewalk, replacement curb and gutter, replacement of sod and signing and pavement markings;
  - (c) SW 6th Street, 90' west and 70' east of SW 107 Avenue: milling and resurfacing, overbuild, reconstruction, upgrading drainage, upgrade water main, replacement sidewalk, replacement of sod and signing and pavement markings;
  - (d) SW 5th Street, 50' west and 50' east of SW 107 Avenue: milling and resurfacing, overbuild, upgrading drainage, upgrade water main, replacement sidewalk, replacement curb and gutter and signing and pavement markings;
  - (e) SW 4th Street, 120' west and 120' east of SW 107 Avenue: milling and resurfacing, overbuild, upgrading drainage, upgrade water main, replacement sidewalk, replacement curb and gutter, replacement of sod and signing and pavement markings;
  - (f) SW 3th Street, 75' west of SW 107 Avenue: milling and resurfacing, overbuild, upgrading drainage, upgrade water main, replacement sidewalk, replacement curb, replacement of sod and gutter and signing and pavement markings;

(g) SW 2nd Street, 110' west of SW 107th Avenue, and includes milling and resurfacing, overbuild, upgrading drainage, upgrade water main, replacement sidewalk, replacement curb, replacement of sod and gutter and signing and pavement markings.

The Project shall further include all activities associated with, or arising out of the construction of the Local Roadway Improvements. The CITY shall cooperate with and shall support the Department's work efforts in these regards. The Department will design and construct the Project in accordance with all applicable federal and state laws and regulations and in accordance with Department design and construction standards as set forth in the Department's guidelines, standards, and procedures. The Department shall have final decision authority with respect to the design, the design review process, and construction of the Local Roadway Improvements, and the relocation of any utilities that the Department may determine to be required.

3. The Parties acknowledge and agree that the CITY will review the Project Design Plans ("PDP") and shall submit its comments, if any, via Electronic Reviewer Comments ("ERC"). The Department shall provide the CITY access to the ERC, and the Department shall use the ERC to submit the Project Design Plans for the CITY to review. When the Department places the Project Design Plans in the ERC, the Department will designate a Comment Due Date and a Response Due Date. The CITY shall submit its comments with regards to the Project Design Plans on or before the Comment Due Date, and the Department shall respond to the CITY's comments, if any, on or before the Response Due Date. If the CITY does not submit its comments by the Comment Due Date, the CITY will be deemed to have approved the Project Design Plans submitted by the Department. The review process for the Project Design Plans will be deemed concluded when the Department has submitted the Final Project Design Plans to the ERC, and the Comment Due Date and Response Due Date for the Final Project Design Plans have passed, and the Department has addressed all of the CITY's comments that were submitted through the ERC. Once the review process is concluded, the CITY shall authorize its Building, Planning, Zoning and Roads Department to issue a permit ("the Permit") to the Department's construction Contractor, authorizing the Department to construct the Project in accordance with the Final Project Design Plans submitted through the ERC. The CITY acknowledges and agrees that, during construction of the Local Roadway Improvements, the Department will only utilize the services of law enforcement officers when required by the

Department's Standard Specifications for Road and Bridge Construction, and no additional requirements will be imposed. The CITY agrees that the Permit will not impose any conditions other than those included in this Agreement, and the terms of this Agreement supersede any conflicting terms in the Permit. Additionally, the CITY waives any permit fees that may apply to issuance of the Permit.

Major modifications of the permitted plans must be submitted to the CITY for review. A Major Modification is any modification that materially alters the kind or nature of the work depicted in the permitted plans, or that alters the integrity or maintainability of the Local Roadway Improvements, or related components. The CITY's review shall be within the reasonable time schedule proposed by the Department, in order to avoid delay to the Department's construction contract. In the event that any Major Modifications are required during construction, the Department shall be entitled to proceed with the modifications that are necessary to complete the construction of the Project, and shall notify the CITY of the changes. It is specifically understood and agreed that any such changes during construction shall not delay nor affect the timely construction schedule of the Project. The CITY shall modify the permit in accordance with any plan modifications and shall accept all Major Modifications that are required by the Department to duly complete the Project.

4. The CITY agrees to fully cooperate with the Department in the construction, reconstruction and relocation of utilities that are located within the CITY's right-of-way, within the Project Limits. Utility relocations, if any, which may be required by the Department for purposes of the Project, shall be done in accordance with the Department's guidelines, standards and procedures. The Department shall submit the proposed Utility Relocation Schedule to the CITY. Utility relocations, if any, shall be done in accordance with the provisions of Chapter 337, F. S.
5. The CITY acknowledges that the Department will be utilizing federal funds to construct the Project, and as a result thereof, the CITY agrees to perpetually maintain the Local Roadway Improvements. To maintain means to perform normal maintenance operations for the preservation of the Local Roadway Improvements, which shall include but is not limited to, roadway surfaces, shoulders, roadside structures, drainage, signing and pavement markers, and such traffic control devices as are necessary for the safe and efficient use of the Local Roadway Improvements.

Additionally, the Parties understand and agree that the Department shall transfer the permit(s) to the CITY as the operational maintenance entity, and the CITY agrees to accept said transfer and to be fully responsible to comply with all operational and maintenance conditions of the permit(s), at its sole cost and expense.

Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the Department and its Contractor, as set forth in paragraph 9 of this Agreement.

6. The Parties acknowledge and agree that the CITY's right-of-way and the improvements and structures located within the CITY's right-of-way, are and will remain under the ownership of the CITY, and that the Department will not have any ownership interest in the right-of-way, improvements, or structures located thereon or installed therein pursuant to this Project.
7. The Department shall require its construction Contractor to maintain, at all times during the construction to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Construction Contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO FormCG 00 01) as filed for use in the State of Florida. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy, or such other minimum insurance coverage that may be required by the Department for the construction of the Project, in accordance with the Department's Standards and Specifications for Road and Bridge Construction. The Department shall further cause its Contractor to name the CITY and the Department as additional insured Parties on the afore-stated policies, and to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees.
8. The Department shall notify the CITY at least 48 hours before beginning construction within the CITY's right-of-way. Such notification may be provided verbally or via email, and the notice requirements set forth in paragraph 20 shall not apply to this paragraph.  
The Department agrees that the CITY may, at reasonable times during the construction of the Local Roadway Improvements, inspect the Contractor's construction site and perform such tests as are reasonably necessary to determine whether the goods or services required to be

provided by the Contractor, pursuant the Contractor's Construction Agreement with the Department, conform to the terms of said Construction Agreement. Upon request by the CITY, the Department shall coordinate with its Contractor to provide access to the CITY for performance of said inspections.

During the construction work related to the Project, the CITY shall fully cooperate with any such work being performed by the Department and the Department's contractors. The CITY shall not commit nor permit any act which may delay or interfere with the performance of any such work by the Department or the Department's contractors, unless the Department agrees in writing that the CITY may commit or permit said act.

9. Maintenance during construction, commencing as of the first date of construction, shall be the responsibility of the Department's Contractor, except that litter removal and all necessary mowing shall be the responsibility of the CITY. After completion of construction, the CITY shall assume all maintenance responsibilities. Upon completion of construction, the Department will invite the CITY on the Final Inspection of the work within the Project Limits, and will incorporate valid CITY concerns that are within the scope of the contract into the final Project punch list to be corrected by the Contractor. The Final Inspection shall be performed and the Notice of Final Acceptance shall be issued in accordance with the Department's Standard Specifications for Road and Bridge Construction and the Construction Project Administration Manual (CPAM). The CITY's presence at the Final Inspection, however, is not mandatory, and the Department shall conduct the Final Inspection, finalize the Project punch list, and issue a Notice of Final Acceptance to its Contractor, whether or not the CITY attends the Final Inspection.

Upon issuance of the Notice of Final Acceptance to the Contractor, the Department shall provide a copy of said notice to the CITY. As of the date of the Notice of Final Acceptance, the CITY shall be immediately responsible for the maintenance of the Project. The Department, however, shall have the right to assure completion of any punch list by the Contractor. Notwithstanding the issuance of the Notice of Final Acceptance, the CITY may notify the Department Project Manager of deficiencies in the Local Roadway Improvements that may be covered by the warranty provisions in the contract between the Department and its Contractor. The Department shall enforce the warranty if the remedial action is required by the warranty provisions, as determined by the Department.

Upon completion of all work related to construction of the Project, the Department will be required to submit to the CITY final as-built plans for the Local Roadway Improvements and an engineering certification that construction was completed in accordance with the plans. Additionally, the Department shall vacate those portions of the CITY's right-of-way used to construct the Local Roadway Improvements, and shall remove the Department's property, machinery, and equipment from said portions of the CITY's right-of-way. Furthermore, the Department shall restore those portions of the CITY right-of-way disturbed by Project construction activities to the same condition than that which existed immediately prior to commencement of the construction of the Project.

10. This Agreement shall become effective as of the date both parties hereto have executed the agreement and shall continue in full force and effect until the Project is completed, as evidenced by the Department's issuance of the Notice of Final Acceptance.

Prior to commencement of construction, the Department may, in its sole discretion, terminate this Agreement if it determines that it is in the best interest of the public to do so. If the Department elects to terminate this Agreement, the Department shall deliver formal notice of termination to the CITY, as set forth in paragraph 20 of this Agreement.

11. In the event that any election, referendum, approval, ratification, or permit, notice or other proceeding, or authorization is required to carry out the Project, the CITY agrees to expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters, with time being of the essence.
12. The Parties acknowledge and agree that the Project shall be constructed using federal funds and that all costs incurred must be in conformity with applicable federal and state laws, regulations, and policies and procedures.
13. The Department's performance and obligations under this Agreement are contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. Project costs utilizing fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received.
14. In the event that this agreement is in excess of \$25,000, and the agreement has a term for a period of more than one year, the provisions of Section §339.135(6)(a), Florida Statutes, are hereby incorporated into this agreement and are as follows::

The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during any such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term a for a period of more than 1 year.

15. The Department is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
16. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this agreement
17. This agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon CITY, Florida.
18. No term or provision of this Agreement shall be interpreted for or against any party because that party's legal counsel drafted the provision.
19. In accordance with Executive Order No. 11-02 the Department's Vendor/Contractor(s) shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
  - i. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
  - ii. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

20. All notices required pursuant to the terms hereof, shall be in writing and shall be sent by first class United States Mail, facsimile transmission, hand delivery or express mail. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. Unless otherwise notified in writing, notices shall be sent to the following:

To the CITY: \_\_\_\_\_

Comment [FC1]: City to provide information

To the Department:

Director of Transportation Operations  
State of Florida, Department of Transportation  
1000 N.W. 111<sup>th</sup> Avenue  
Miami, Florida 33172

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates exhibited, by the signatures below.

**CITY OF SWEETWATER**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

By:

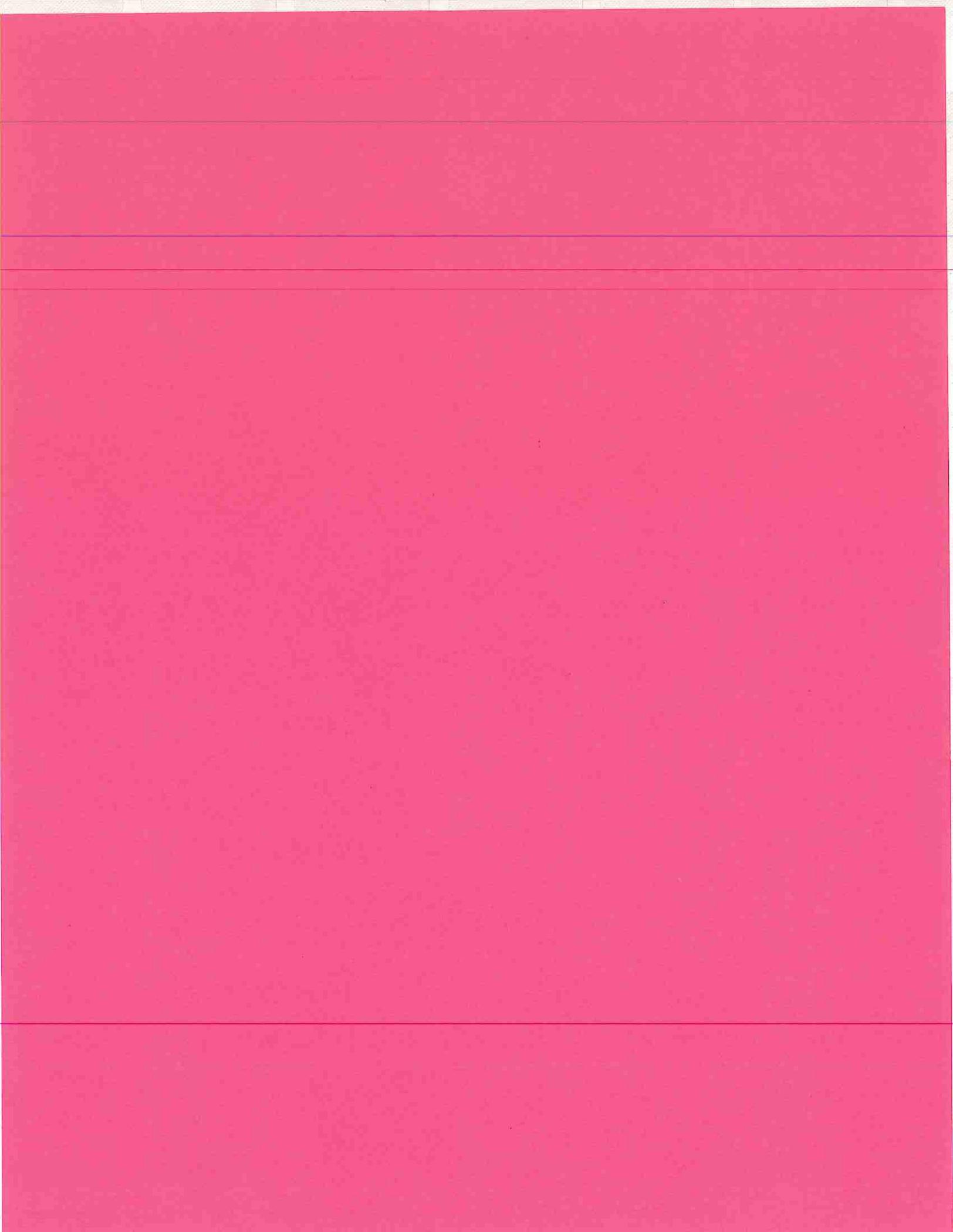
Title: Clerk

Approved as to form and legality:

Department Legal Review:

\_\_\_\_\_  
By: City Attorney

\_\_\_\_\_



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SWEETWATER, FLORIDA, AMENDING CHAPTER 50 OF THE CODE OF ORDINANCES TITLED "POLICE PENSION PLAN"; INCORPORATING PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SWEETWATER AND THE DADE COUNTY PBA, COVERING THE PERIOD FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2017, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Sweetwater, Florida and the Dade County PBA have negotiated a Collective Bargaining Agreement (the "Agreement") covering the period from October 1, 2014 to September 30, 2017; and

**WHEREAS**, Article 24 of the Agreement contains changes to the police officers pension plan.

**WHEREAS**, the police pension plan must be amended to incorporate the changes contained in the Agreement;

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

Section 1: That Section 50.80 of the Code of Ordinances is hereby amended to read as follows<sup>1</sup>:

Chapter 50 – POLICE

\* \* \*

ARTICLE IV – POLICE PENSION PLAN

\* \* \*

Sec. 50-80. - Accrual of benefits.

<sup>1</sup> (Coding: Words and figures underscored are additions to existing law; words and figures ~~struck through~~ are deletions. Remaining provisions are now in effect and remain unchanged)

(a) Accrued benefit. Subject to the remaining provisions of this section, effective October 1, 2015, a participant's accrued benefit as of any particular date shall be equal to the product of two and one-half 2.75% (two and three quarters percent) of his or her average compensation multiplied by his or her years of contributing service. Effective October 1, 2016, a participant's accrued benefit shall be equal to the product of 3% (three percent) of his or her average compensation multiplied by his or her years of contributing service. For this purpose, a participant's years of contributing service shall be expressed in complete years and in fractional parts of a year, such fractions being based upon the number of days in a year. In no event shall any participant's accrued benefit be less than his accrued benefit, if any, determined under the terms of the preexisting plan as of the date of adoption hereof.

\* \* \*

Section 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.

Section 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.

Section 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.

Section 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 this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
ORLANDO LOPEZ, Mayor

\_\_\_\_\_  
JOSE M. DIAZ, Commission President and  
Vice Mayor

ATTEST:

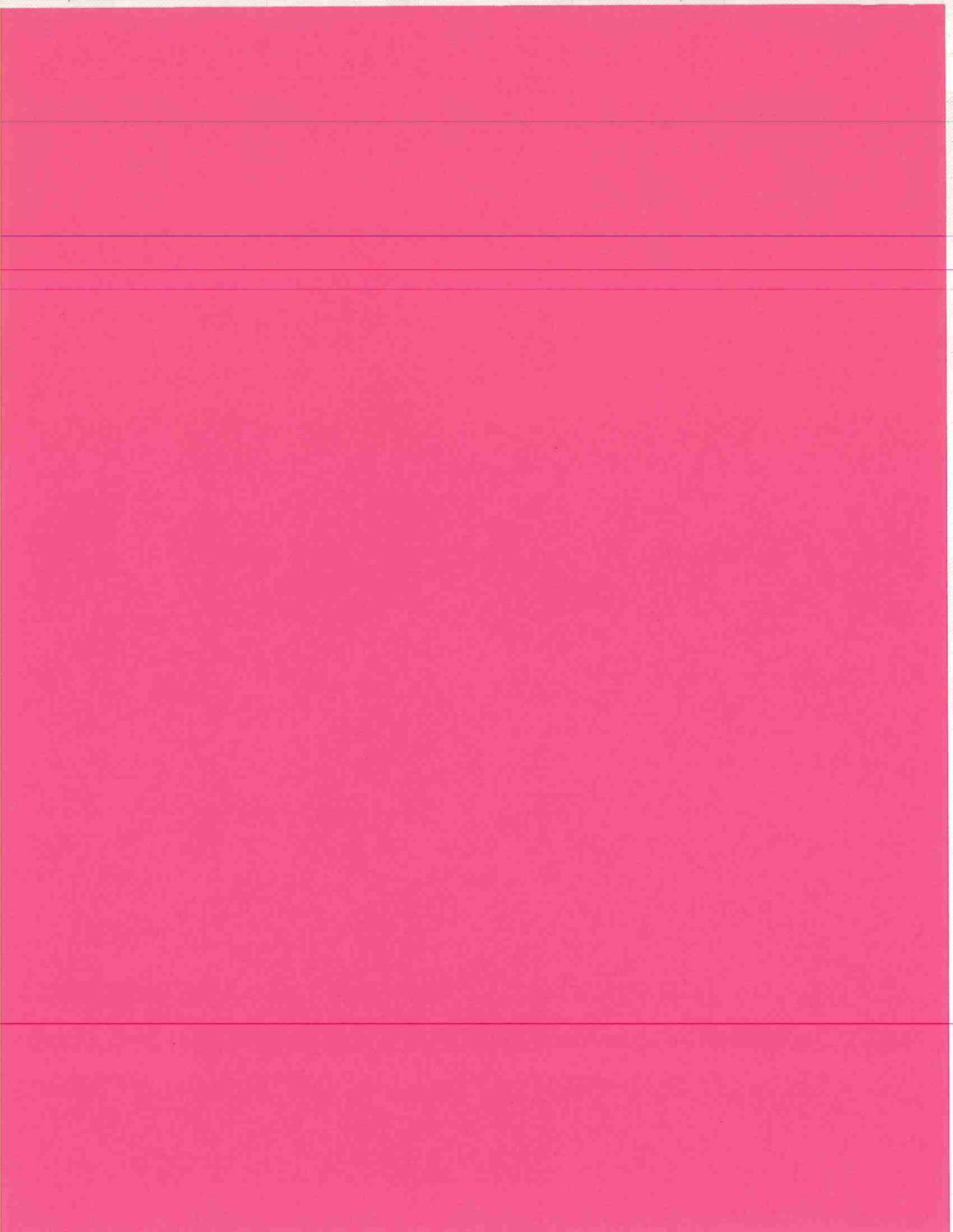
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GUILLERMO CUADRA, 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 CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, DETERMINING THAT THE FOLLOWING PROPERTY IS SURPLUS: THREE FORD CROWN VICTORIA VIN #S 2FAFP71W83X102160, 2FAFP71 WO5X139108, AND 2FAFP71W6YX140980; AUTHORIZING DISPOSAL IN ACCORDANCE WITH SECTION 2-271; AND PROVIDING AN EFFECTIVE DATE**

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

**Section 1.** The memorandum attached hereto is incorporated herein.

**Section 2.** The following property has been determined to be surplus in that it has outlived its useful purpose: three (3) Ford Crown Victoria Vin Nos. 2FAFP71W83X102160, 2FAFP71 WO5X139108, AND 2FAFP71W6YX140980.

**Section 3.** The Mayor is authorized to disposed of this surplus property in accordance to Sect. 2-271 of the Code of Ordinances.

**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 \_\_\_\_\_, 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:

\_\_\_\_\_  
GUILLERMO CUADRA, 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:** 07/16/2015  
**To:** Honorable Jose M. Diaz, Commission President and Members of  
The City Commission  
**From:** Mayor Orlando Lopez  
**Re:** Disposition of assets

---

### DESCRIPTION OF ITEM

Disposing of vehicles that were used for parts

2000 Ford Crown Victoria #0980 (see attached photo #1)  
2005 Ford Crown Victoria #9108 (see attached photo #2)  
2003 Ford Crown Victoria #2160 (see attached photo #3)

### BACKGROUND

#2160 involved in an accident used for spare engine and boy parts  
#9108 purchased from Coral Gables for \$200.00 took out transmission  
#0980 deadline no engine

### FISCAL IMPACT

No financial impact

### RECOMMENDATION

Sell the 3 police cars to the junk yard

---

Department / Section Director

STATE OF FLORIDA  
 DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
 DIVISION OF MOTORIST SERVICES  
 Neil Kirkman Building • Tallahassee, Florida 32399

T# 850591923  
 B# 63499

**CERTIFICATE OF DESTRUCTION**

VEHICLE/VESSEL DESCRIPTION					
Vehicle/Vessel Identification Number 2FAFP71W83X102160	Year 2003	Make FORD	Model	Body 4D	Florida Title or Florida Number 85978889
ODOMETER STATUS 145,147 MILES 04/15/15 ACTUAL MILEAGE			TYPE OF TOW INSUR		DATE OF ISSUE 04/17/2015

**OWNER (TOW/INSURANCE COMPANY):**

FLORIDA MUNICIPAL INSURANCE TRUST  
 125 E COLONIAL DR  
 ORLANDO, FL 32853

NOTE: When a Certificate of Destruction has been issued, the Department will refuse issuance of any Certificate of Title for that vehicle/vessel.

**FIRST ASSIGNMENT** For value received, this vehicle/vessel described above is certified, under penalties of perjury, to be free of all liens and is hereby transferred to:

Buyer's Name: City of Sweetwater Buyer's Sales Tax Registration #: \_\_\_\_\_  
 Buyer's Address: \_\_\_\_\_  
 Street City State Zip  
 Seller's Company Name: FMIT By Nikisha Clayton Seller's Signature: FMIT By Nikisha Clayton  
 Seller's Printed Name: Florida Municipal Insurance Trust Sales Tax Reg. No.: \_\_\_\_\_  
 Date of Sale: April 24, 2015 Selling Price: \$ 1.00 Sales Tax Collected: \$ \_\_\_\_\_

Pursuant to s. 713.78(11)(a), F.S., the entity listed below in the Second Reassignment must dismantle or destroy the vehicle.

**SECOND ASSIGNMENT** For value received, this vehicle/vessel described above is certified, under penalties of perjury, to be free of all liens and is hereby transferred to:

Buyer's Name: \_\_\_\_\_ Buyer's Sales Tax Registration #: \_\_\_\_\_  
 Buyer's Address: \_\_\_\_\_  
 Street City State Zip  
 Seller's Company Name: \_\_\_\_\_ Seller's Signature: \_\_\_\_\_  
 Seller's Printed Name: \_\_\_\_\_ Sales Tax Reg. No.: \_\_\_\_\_  
 Date of Sale: \_\_\_\_\_ Selling Price: \$ \_\_\_\_\_ Sales Tax Collected: \$ \_\_\_\_\_

**CERTIFICATE OF DESTRUCTION**

Under penalties of perjury, I hereby certify that the vehicle/vessel described above has been destroyed by crushing, dismantling or cutting into several sections. I understand this form is to be kept in my files for three (3) years.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Agent's Printed Name: \_\_\_\_\_ Agent's Signature: \_\_\_\_\_

NOTE: Please Print or Type. If buyer has Tax Registration Number, the Selling Price and Sales Tax Collected blocks are not applicable.

Original - Issued to Tow/Insurance Company, but transferred and given to new owner

Copy - Tow/Insurance Company

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
2FAFP71W05X139108	2005	FORD	4D	4013		92715380

Registered Owner:

Date of Issue 12/12/2014



CITY OF SWEETWATER  
 500 S.W. 109TH AVE  
 SWEETWATER FL 33174-1398

Lien Release

Interest in the described vehicle is hereby released  
By \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_

IMPORTANT INFORMATION

- 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.
- Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
- Remove your license plate from the vehicle.
- 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>

Mail To:

CITY OF SWEETWATER  
 500 S.W. 109TH AVE  
 SWEETWATER FL 33174-1336



STATE OF FLORIDA

LIEN SATISFACTION

# CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number	Lien Release
2FAFP71W05X139108	2005	FORD	4D	4013		92715380	Interest in the described vehicle is hereby released
Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date	By _____
FL	WHI	POLICE		01	POLICE	03/22/2005	Title _____
Odometer Status or Vessel Manufacturer or OH use				Hull Material	Prop	Date of Issue	Date _____
80000 MILES				12/12/2014	ACTUAL	12/12/2014	

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 118436660

*Terry L. Rhodes*  
 Terry L. Rhodes  
 Executive Director

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 ITS 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: \_\_\_\_\_

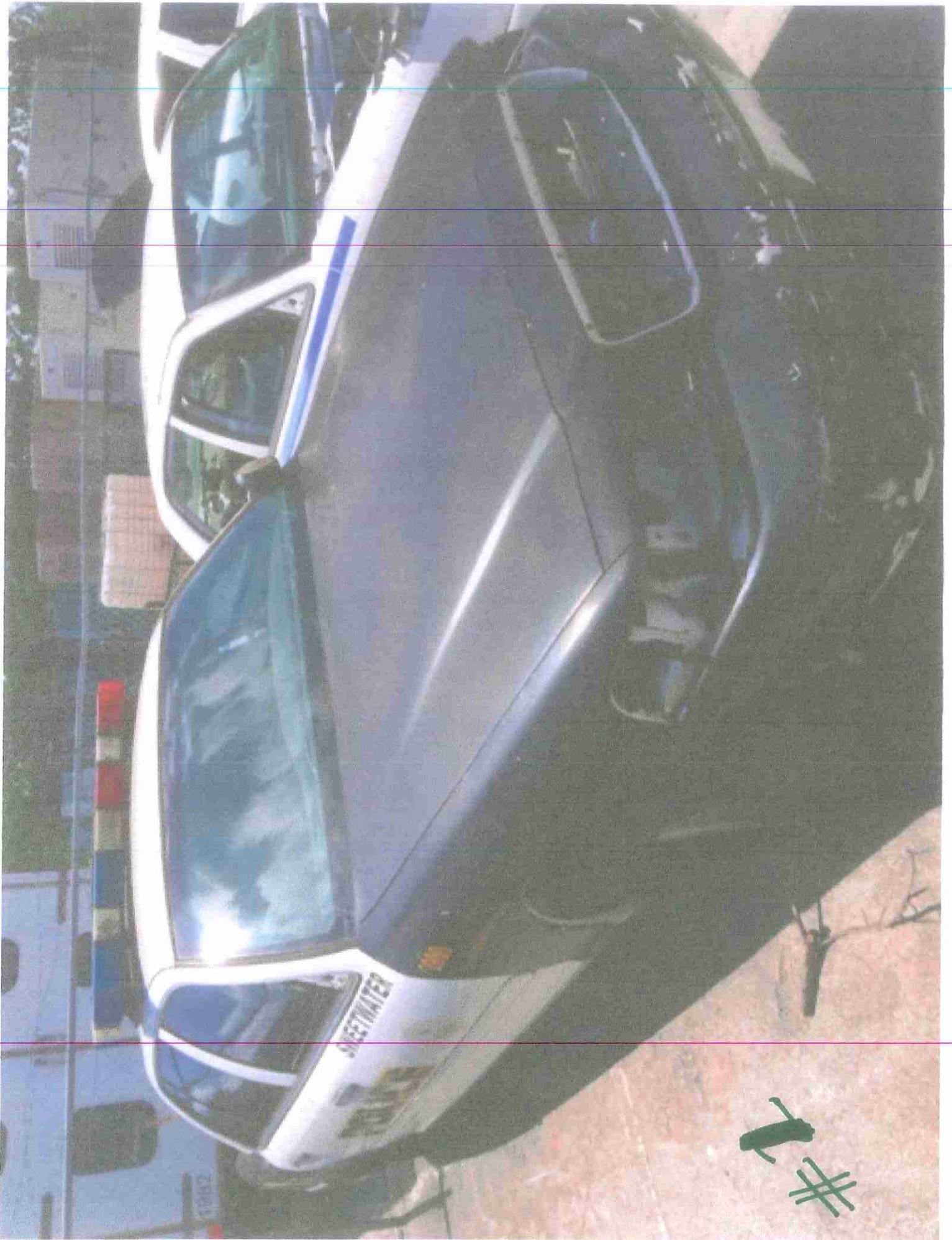
Print Here: \_\_\_\_\_

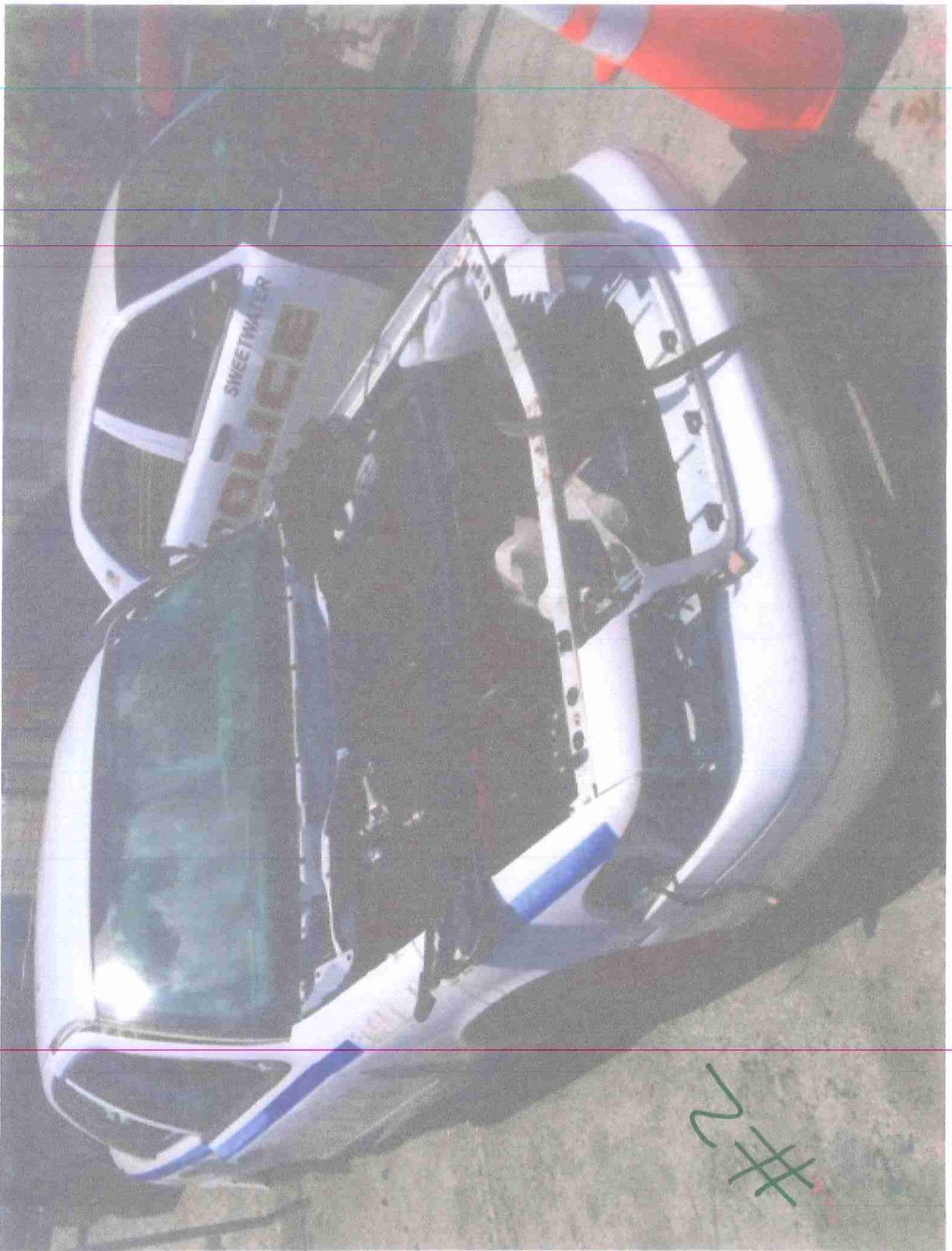
NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

VOID IF ALTERED

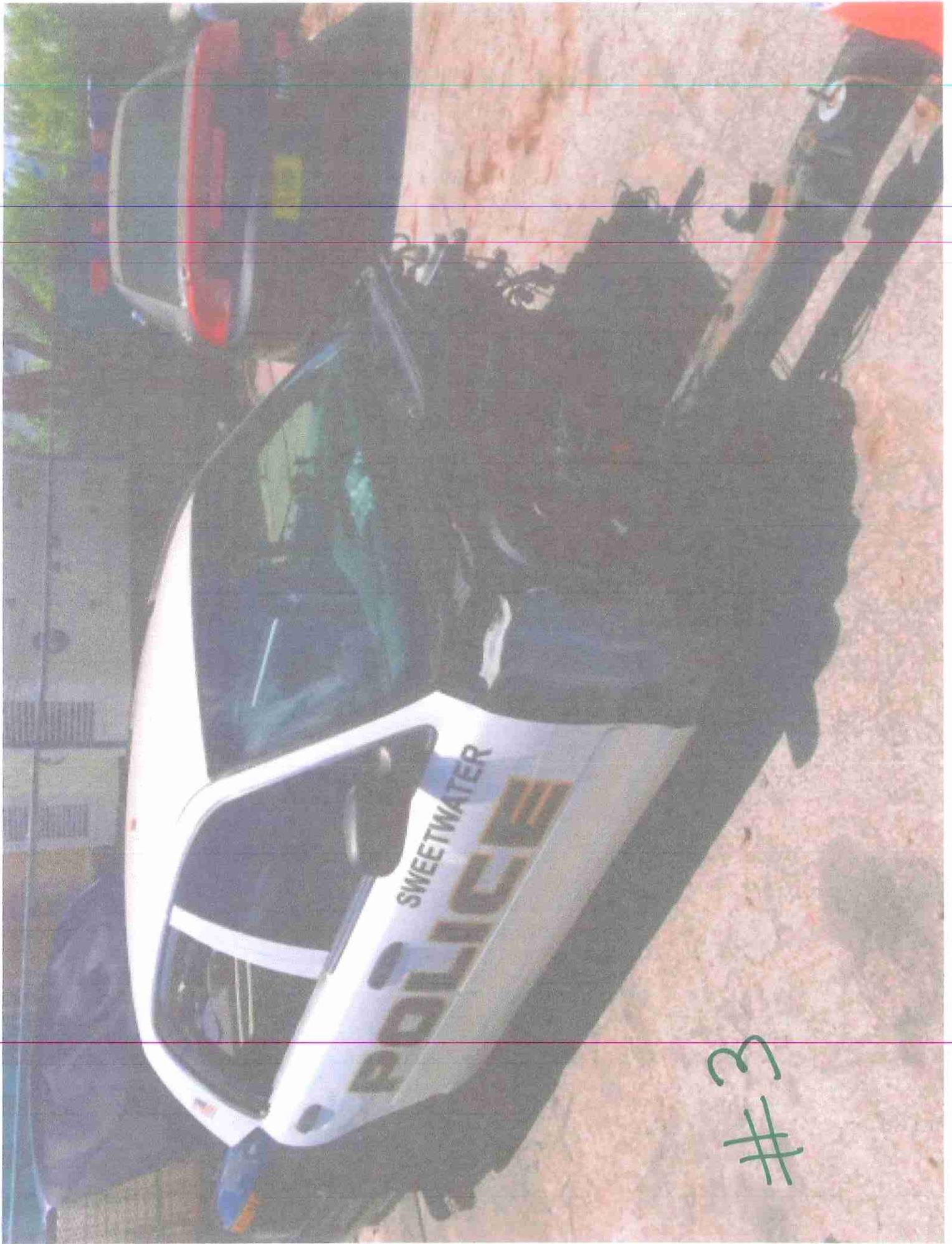
VOID IF ALTERED



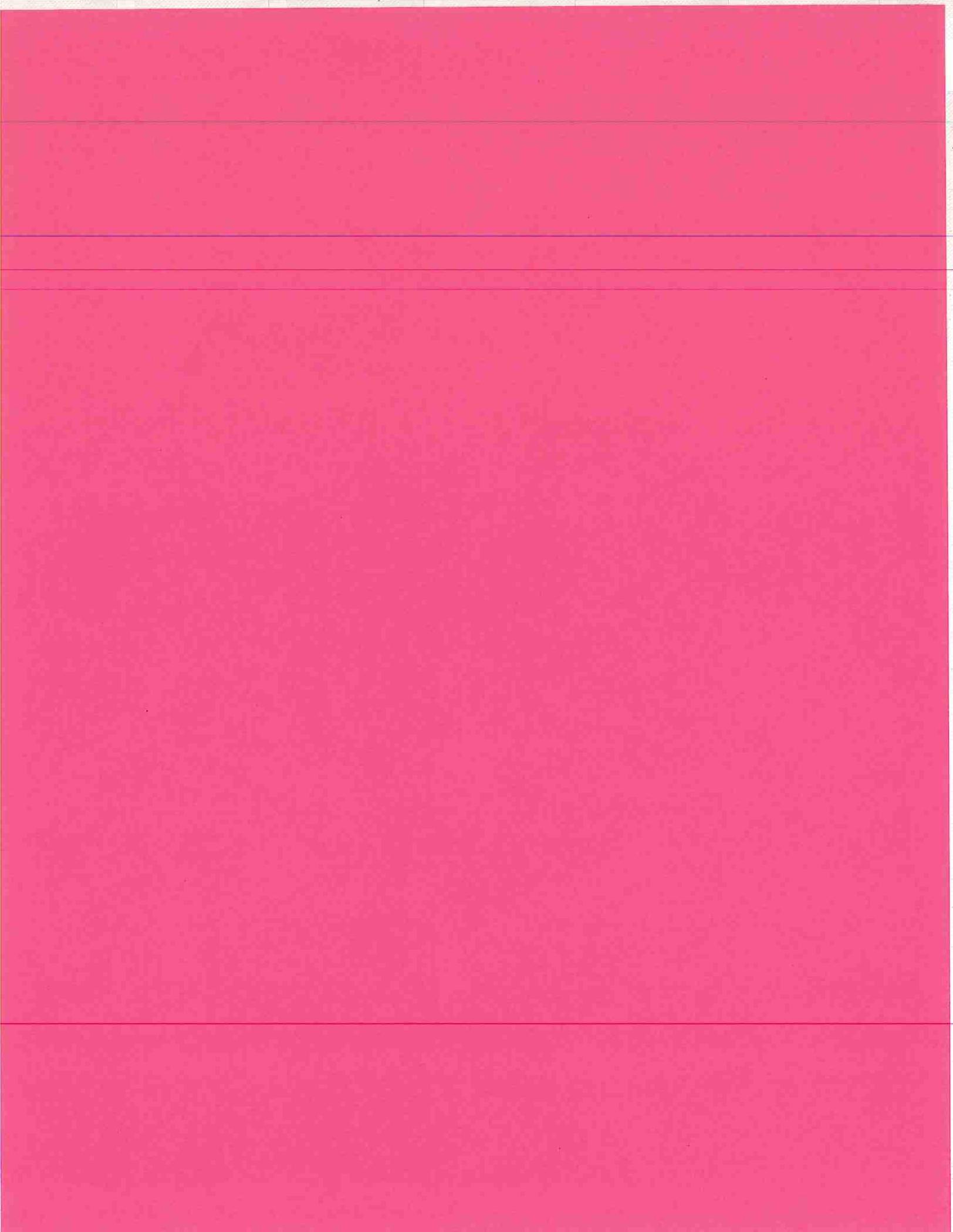




2#



#3



**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FEEDING SOUTH FLORIDA TO PROVIDE FOOD DRIVES AT NO COST TO THE CITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, for several years, the City of Sweetwater has provided food at no cost to the community through partnerships with organizations such as “Farmshare”; and

**WHEREAS**, establishing a partnership with Feeding South Florida (“FSF”) would enable the City to augment its efforts of food provision to the community through providing additional food; and

**WHEREAS**, approving the Agreement will formalize this partnership;

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

**Section 1.** The memorandum and Agreement attached hereto are incorporated herein.

**Section 2.** The City Commission authorizes the Mayor to execute the Agreement with FSF with such non-material changes as may be acceptable to the Mayor, and approved as to form by the City Attorney, is hereby approved.

**Section 3. 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 \_\_\_\_\_, 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:

\_\_\_\_\_  
GUILLERMO CUADRA, 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	_____



Hon. Orlando Lopez  
Mayor

## MEMORANDUM

**Date:** July 2<sup>nd</sup>, 2015  
**To:** Honorable Jose M. Diaz, Commission President and Members of  
The City Commission  
**From:** Mayor Orlando Lopez  
**Re:** Agreement with Feeding South Florida

---

### DESCRIPTION OF ITEM

Agreement with *Feeding South Florida*, a non-profit organization that provides food to communities.

### BACKGROUND

For several years, the City of Sweetwater has provided food at no cost to the community through partnerships with organizations such as "Farmshare." Establishing a partnership with *Feeding South Florida* ("FSF") would enable the City to augment its efforts of food provision to the community through providing additional food. FSF has, over the years, carried out sporadic large-scale food drives in partnership with the City in our Youth Center and other locations. Entering into this agreement will allow the City to systematically carry out food drives for the community by way of establishing a formal partnership and setting consistent food distributions during mutually agreeable intervals/frequencies of time. The schedule will be agreed upon mutually with FSF after the agreement is signed.

City administration and staff have extensive experience in planning, executing and administering food-related programs like the one at hand with FSF, whose programmatic and contractual terms are similar to Farmshare's. Thus, we anticipate no significant issues in implementing this programming.

### FISCAL IMPACT

None – Feeding South Florida furnishes food and transportation at no cost to the City. However, Feeding South Florida has requested that the City provide in-kind resources such as volunteers, space for food drives and possibly tables/chairs.

### RECOMMENDATION

It is recommended that the Commission accept the attached agreement.

---

Robert Herrada  
Director of Operations/Senior Center Director



**Agreement for Program-enabled Partners**

The terms of the following Agreement have been agreed upon and understood by **Feeding South Florida** ("FSF"), located at 2501 SW 32 Terrace, Pembroke Park, FL 33023, and \_\_\_\_\_ (Program Partner), located at \_\_\_\_\_.

By signing this agreement, both parties acknowledge their respective duties and responsibilities related to food distribution and programming provided by Feeding South Florida. Food Fairs are designed to meet the needs of the food insecure community by providing healthy and nutritious food in a safe environment with broad community support and resources.

**The Program Partner agrees to the following Roles & Responsibilities:**

1. The Program Partner's primary purpose of its food distribution is to serve vulnerable populations including ill, needy, infants, or children. Any other use of food and grocery products may violate IRS regulations.
2. The Program Partner will not sell or use any donated products in exchange for money, property (real or personal) or other services, including but not limited to the use of donated products for the purpose of fundraising programs and events.
3. Under no circumstances should items acquired from FSF be shared by one Program Partner to another, regardless of whether or not both entities are FSF partners.
4. The Program Partner will distribute all products free of charge (monetary, volunteer hours, services or otherwise).
5. The Program Partner will not sell, trade, barter or give any products in exchange for donations or compensation of any kind, under any circumstances.
6. The Program Partner will not refuse to distribute any products to, or engage in discrimination against, any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, political beliefs, unfavorable discharge from the military or status as a protected veteran. The Program Partner will not require religious activities in exchange for product.



7. The Program Partner will adhere to any donor stipulations placed on donated products. The determination of whether a product is subject to a donor stipulation shall be governed exclusively by the decisions of FSF.
8. Complies with all applicable federal and local statutes, ordinances and regulations.
9. Inform Feeding South Florida, in writing, of any changes in Program personnel, days & hours of operation, and/or number of clients served.
10. Identify individuals and families that are in need of food assistance.
11. Provide adequate amount of volunteer support for Program activities and ensure their proper training.
12. Be available for at least one annual site visit.
13. Receive deliveries and make pick-ups on the designated day.
14. Store the food that is delivered to the site off of the floor and in a secure place.
15. Distribute food in accordance with the predetermined schedule.
16. Keep accurate records and submit reports to Feeding South Florida to assist with program evaluation.
17. Communicate problems and requests to the Feeding South Florida in a timely manner.

**Feeding South Florida agrees to:**

1. Appoint a primary contact for the food distribution, providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.



2. Ensure that program partner meets national and local program objectives through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the program.
4. Provide or coordinate training opportunities for program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
5. Schedule program meetings to facilitate communication and information sharing between program partners.

**A. Indemnification by Program Partner:** Program Partner shall indemnify, defend and hold harmless Feeding South Florida, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents (collectively, the "*Indemnified Parties*") from and against any and all losses, claims, costs, demands, liabilities or damages ("*Loss*") arising out of: (i) any personal injury or property damage occurring at Program Partner's site arising from any act, omission or negligence of Program Partner, its employees, agents, volunteers, participants or invitees, except that Program Partner shall not be required to indemnify the Indemnified Parties, or any of them, for a Loss that is finally determined by a court of competent jurisdiction to be caused by the active negligence of the Indemnified Parties, or any of them; and (ii) any breach, violation or nonperformance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed and performed by Program Partner. The foregoing indemnity shall survive the termination of this Agreement and shall remain binding on Program Partner until such time as an action against the Indemnified Parties, or any of them, on account of such Loss is absolutely barred by any applicable statute of limitations.

**ii. Indemnification by FSF:** FSF shall indemnify, defend and hold harmless Program Partner, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents (collectively, the "*Indemnified Parties*") from and against any and all losses, claims, costs, demands, liabilities or damages ("*Loss*") arising out of: (i) any personal injury or property damage arising from the quality of the food being distributed, and any act, omission or negligence of FSF, its employees, agents, volunteers, participants or invitees, except that FSF shall not be required to indemnify the Indemnified Parties, or any of them, for a Loss that is finally determined by a court of competent jurisdiction to be caused by the active negligence of the Indemnified Parties, or any of them; and (ii) any breach, violation or nonperformance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed and performed by Participant. The foregoing indemnity shall survive the termination of



this Agreement and shall remain binding on FSF until such time as an action against the Indemnified Parties, or any of them, on account of such Loss is absolutely barred by any applicable statute of limitations.

**B. Duration:** This Agreement is effective as of the date of the last signature on behalf of a party executing this Agreement. This Agreement will automatically expire one year after the effective date.

**C. Termination:** If the Participant does not maintain its Roles & Responsibilities as set forth in this Agreement, Feeding South Florida reserves the right to terminate this agreement and any program funding and support received from Feeding South Florida. This Agreement may be terminated, at will, by either party with written notice delivered to either party not less than 30 days prior to the desired termination date. Upon termination of this agreement, the Program Partner will return any equipment and/or materials provided by Feeding South Florida to Feeding South Florida within 30 days of termination date.

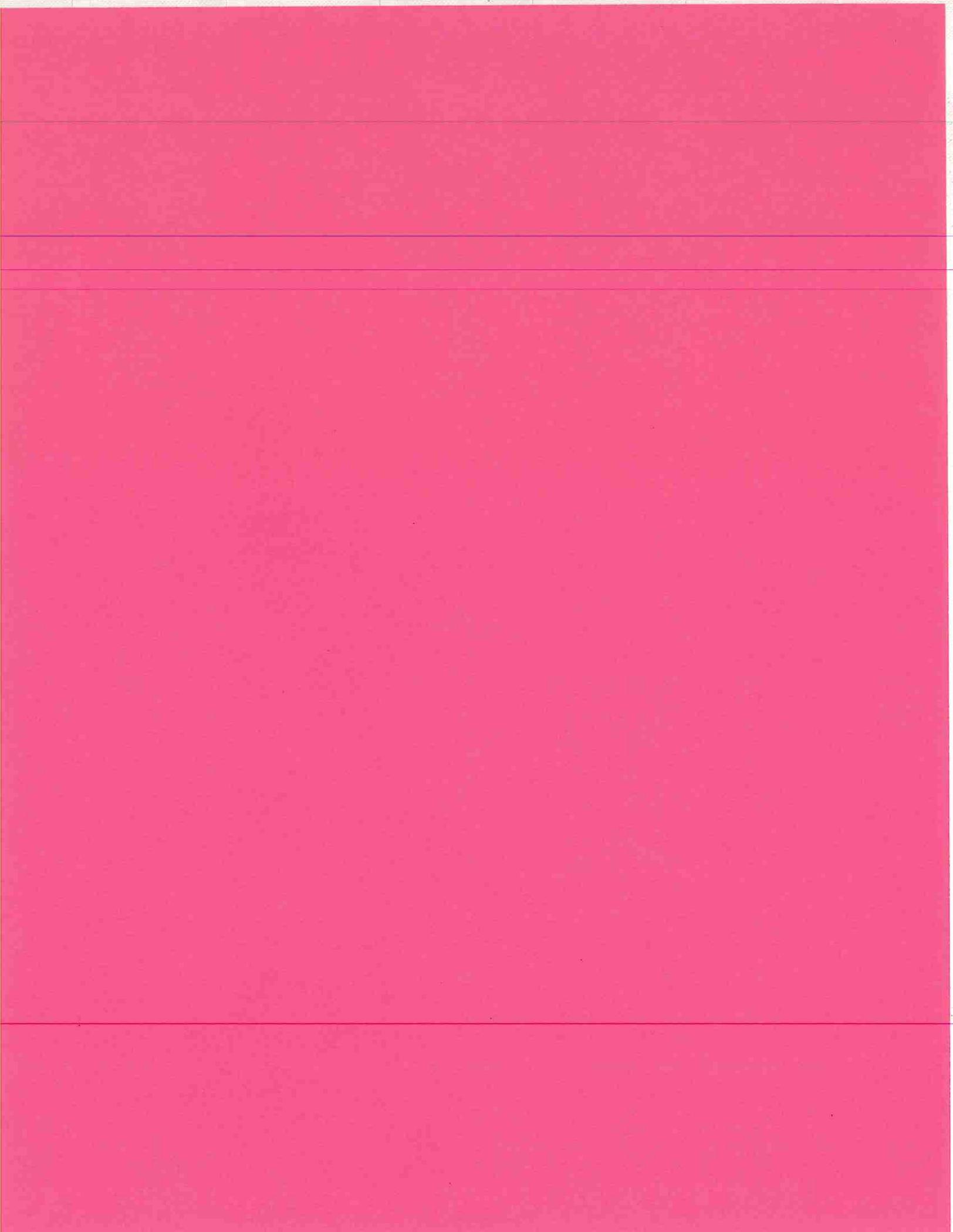
**D. Interpretation:** This Agreement shall be interpreted under and governed by the laws of the State of Florida, without regard to conflict of law principles.

This Agreement may not be changed and/or modified orally. This Agreement supersedes all prior discussions, agreements, and undertakings, both written and oral, between them.

Each person executing this Agreement represents that he/she has fully read and understands its terms and further represents that he/she is authorized to enter into and implement same.

\_\_\_\_\_ **Program Partner**  
Mayor Signature/Date

\_\_\_\_\_ **Feeding South Florida**  
Representative Signature/Date



**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO REFUND \$2,572.76 TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE); AUTHORIZING THE MAYOR TO REVISE AND RESUBMIT THE JAGC AND JAGD GRANTS FOR COMPLIANCE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Commission approved Resolution No. \_\_\_\_\_ authorizing the Mayor to apply for JAGC and JAGD grants; and

**WHEREAS**, on \_\_\_\_\_ FDLE awarded the City of Sweetwater JAGC and JAGD grant funding in the amount of \_\_\_\_\_; and

**WHEREAS**, some of the expenditures made under these grants were not in compliance with the standard conditions of the grant; and

**WHEREAS**, FDLE's Office of Criminal Justice Grants is allowing the Sweetwater Police Department to take corrective actions by refunding \$2,572.76 and thus be in full compliance;

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

**Section 1.** The memorandum and electronic message attached hereto are incorporated herein.

**Section 2.** The City Commission authorizes the Mayor to revise and resubmit the JAGC and JAGD grants to FDLE, together with such non-material changes as may be acceptable to the Mayor, and approved as to form by the City Attorney, is hereby approved.

**Section 3.** The Mayor is hereby authorized to refund FDLE \$2,572.76 on behalf of the City.

**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 \_\_\_\_\_, 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:

\_\_\_\_\_  
GUILLERMO CUADRA, 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	_____

## Thelma Lopetegui

---

**From:** Guillermo Cuadra <gc@cuadralaw.net>  
**Sent:** Sunday, July 26, 2015 4:15 PM  
**To:** Thelma Lopetegui; Placido Diaz; J. David Borrero; Ralph Ventura  
**Subject:** Re: JAGC & JAGD Grants  
**Attachments:** 15.8.3 JAGC Refund.doc; JAGC email.pdf

Please see reso attached.

Regards,

GC

---

**From:** Thelma Lopetegui <COPSec@cityofsweetwater.fl.gov>  
**Sent:** Thursday, July 16, 2015 2:58 PM  
**To:** Guillermo Cuadra  
**Subject:**

Hi City Attorney,

Kindly see attached the correction of JAGC and JAGD Award that need resolution agreement.

If you have any additional question or concern, please do not hesitate in contac the Chief Diaz.

Sincerely,

**Thelma Lopetegui**

Administrative Assistant to Police Department & the Chief of Police  
City of Sweetwater Police Department  
Office 305-552-9900 ext.#2304  
Fax 305-552-8053  
Email: [copsec@cityofsweetwater.fl.gov](mailto:copsec@cityofsweetwater.fl.gov)



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## Fwd: JAGC Refund

J. David Borrero <JDBorrero@cityofsweetwater.fl.gov>

Thu 7/23/2015 12:37 PM

To: Placido Diaz <PDiaz@cityofsweetwater.fl.gov>; Guillermo Cuadra <gc@cuadralaw.net>;

See below.

----- Original Message -----

Subject: JAGC Refund

From: "Taylor, Judieth" <JudiethTaylor@fdle.state.fl.us>

To: "J. David Borrero" <JDBorrero@cityofsweetwater.fl.gov>

CC: Placido Diaz <PDiaz@cityofsweetwater.fl.gov>

David,

Log in to SIMON and create a new Expenditure Report, for a negative amount of \$2,572.76. Then you will create a Refund (you will find this under the same drop down menu as Expenditure reports).

Once you have had your CFO submit both of these in SIMON, they will need to mail in a refund check.

Once all this is completed, we will work on the grant adjustment.

In the meantime, I have returned your JAGD application in SIMON. You can go ahead and rewrite that application and re-submit it.

Thank you,

Judieth A. Taylor, FCCM

Government Analyst I

[PO Box 1489](#)

[Tallahassee, FL 32302-1489](#)

(850) 617-1271

(850) 921-0434 Fax

[judiethaylor@fdle.state.fl.us](mailto:judiethaylor@fdle.state.fl.us)



SERVICE \* INTEGRITY \* RESPECT \* QUALITY

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## City of Sweetwater

July 14, 2015

Ms. Petrina T. Herring  
Bureau Chief  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement

**Re: Correction of JAGC and JAGD Awards**

Dear Ms. Herring:

On July 13, 2015, the City of Sweetwater met with Ms. Judy Taylor and Candice Aubin for the 2015 monitoring of the City's JAGC award which funds the Sweetwater Police Athletic League program (PAL). Prior to the audit, the City's new Chief, Placido Diaz, uncovered several programmatic issues with the administration of the award which rendered the City noncompliant. The grant allows for overtime police work; however, the pay given to the officers coordinating the program was done at the "off-duty" pay rate. It was found that because this payment method results in the City being reimbursed a 25 percent portion of pay to the general fund, it will not be compliant with the standard conditions of the grant. Moreover, it was ascertained that the other City's award, JAGD, was established the same way.

The Chief mentioned these issues to Ms. Taylor and Ms. Aubin who concurred that this was not an acceptable practice, and proposed a solution. The City would like to graciously request that FDLE allow the City to revise and resubmit the two awards to be in compliance and accordance to the original scope of the awards. This will require that the City return the \$1,447.16 to FDLE. In turn, the City would like to revise and resubmit the JAGC and JAGD award to do a Crime Suppression Team project for both awards which will be pursuant to the original scope of the JAGD award, and will now be completed at the overtime pay rate as are allowed by the grants. As a result, the City would like to request an extension of the awards in order to properly carry out and administer these awards. An extension to December 31, 2015 will be ample time to successfully accomplish this.

Please be aware that it is the Mayor and Chief of Police's top priority to demonstrate fiscal and administrative transparency, compliance and accountability. The previous Chief and

supervisors for this program, Officers Jorge De Lara and Rolando Perez, authorized programs that were not compliant; however, the City would like to rectify all issues to ensure programmatic and contractual compliance with FDLE.

Should you have any questions that pertain to this matter, please do not hesitate to contact me using the information provided below.



J. David Borrero  
Grants Administrator & Economic Development  
City of Sweetwater  
500 SW 109<sup>th</sup> Avenue, 2<sup>nd</sup> Flr.  
Sweetwater, FL 33174  
(305) 221-0411 x1204 (O)



**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING AGREEMENT WITH T.Y. LIN INTERNATIONAL/ H.J. ROSS FOR ADDITIONAL PROFESSIONAL SERVICES TO COMPLETE A LETTER OF MAP REVISION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City desires to submit a Letter of Map Revision (LOMR) to the Federal Emergency Management Agency (FEMA) for the areas encompassed by the Drainage Improvement Projects Phase IIA and Phase IV; and

**WHEREAS**, submittal of the LOMR may bring relief to many homeowners by way of better flood insurance rates; and

**WHEREAS**, in order to complete this LOMR application the City must provide a Topographic Flood Limit Map; and

**WHEREAS**, the City Commission approved Resolution No. \_\_\_\_\_ which authorized the Mayor to enter into a professional services agreement with T.Y. Lin International/H.J. Ross to assist the City in the preparation of the LOMR; and

**WHEREAS**, as additional services, T.Y. Lin International/H.J. Ross will prepare the Topographic Flood Limit Map for a fee of \$5,000.

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

**Section 1.** The above recitals and the memorandum attached hereto are incorporated herein.

**Section 2.** The Mayor is authorized to execute a professional services agreement for the preparation of a Topographical Flood Limit Map with T.Y. Lin International/H.J. Ross.

**Section 3.** The Mayor is authorized to expend \$5,000 from account no. 001.513-541631 for this professional services agreement with T.Y. Lin International/H.J. Ross.

**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 \_\_\_\_\_, 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:

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GUILLERMO CUADRA, 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	_____

## Carmen Garcia

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**From:** Agenda  
**Sent:** Monday, July 27, 2015 3:14 PM  
**To:** Carmen Garcia; Marie Schmidt  
**Subject:** FW: Agenda Item - Additional Engineering Services for LOMR  
**Attachments:** 15.8.3 LOMR.doc

Ralph Ventura, JD  
Chief of Staff  
Mayor's Office  
City of Sweetwater

-----Original Message-----

**From:** Guillermo Cuadra [<mailto:gc@cuadralaw.net>]  
**Sent:** Saturday, July 25, 2015 10:44 AM  
**To:** Ricardo J Mendez; Eric Gomez; Agenda; Ralph Ventura  
**Cc:** Elena Proto; Ricardo Mendez  
**Subject:** Re: Agenda Item - Additional Engineering Services for LOMR

Good morning,

Attached please find the resolution dealing with the additional services from TY Lin. Since the funding source was depleted as Ricardo mentions below, the budget revision appropriating funds for this account is absolutely necessary prior to adopting this resolution. This resolution must follow the budget revision whenever the budget revision is placed on an agenda. Please contact me should you have any questions.

Regards,

GC

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**From:** Ricardo J Mendez <[RJMendez@cityofsweetwater.fl.gov](mailto:RJMendez@cityofsweetwater.fl.gov)>  
**Sent:** Thursday, July 23, 2015 6:29 PM  
**To:** Eric Gomez; Guillermo Cuadra  
**Cc:** Elena Proto; Ricardo Mendez  
**Subject:** RE: Agenda Item - Additional Engineering Services for LOMR

Good evening All,

If the \$5,000 are not covered by the grant, the proper account would be 001.513-541631, Professional Fees Other. This is an unbudgeted expense. In order to make payment, a budget revision is required since there are not enough funds on the account. We are currently working on a budget revision, and it should be before City Commission in August. Once approved by the Commission, we can expedite payment.

Thank you.

Ricardo J. Mendez  
Director of Finance  
City of Sweetwater  
Direct: (305) 485-4533  
E-Mail - [rjmendez@cityofsweetwater.fl.gov](mailto:rjmendez@cityofsweetwater.fl.gov)

-----Original Message-----

From: Eric Gomez  
Sent: Thursday, July 23, 2015 5:48 PM  
To: Guillermo Cuadra  
Cc: Elena Proto; Ricardo Mendez  
Subject: RE: Agenda Item - Additional Engineering Services for LOMR

Guillermo,

Good afternoon. I do not anticipate any additional fees beyond the \$5000 fee requested from Ty-lin. We have already approved \$34k for this project (LOMR) and we should not have to spend any additional money if they know what they are doing. With respect to the funding source for these monies, I would refer you to Ricardo Mendez. I thought a potential option would be from the stormwater utility fee the City collects, but that all depends if there are funds available in that account. I do not have access do the cities available funds, so he is your best bet.

Regards,

Eric Gomez, P.E.  
City Engineer  
City of Sweetwater  
1701 NW 112 Avenue. Unit 103  
Sweetwater, FL 33172  
(305) 305-455-0930

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From: Guillermo Cuadra [[gc@cuadralaw.net](mailto:gc@cuadralaw.net)]  
Sent: Wednesday, July 22, 2015 3:38 PM  
To: Agenda  
Cc: 'Eric Gomez ([egomez@egscfl.com](mailto:egomez@egscfl.com))'; Eric Gomez  
Subject: Re: Agenda Item - Additional Engineering Services for LOMR

Quick question: the flat fee of \$5000 is clear. additional services beyond the \$5K are expected. What spending ceiling do you wish to provide in the reso? what is the funding source?

Regards,

GC

---

From: Agenda <[Agenda@cityofsweetwater.fl.gov](mailto:Agenda@cityofsweetwater.fl.gov)>  
Sent: Wednesday, July 15, 2015 11:54 AM  
To: Guillermo Cuadra  
Subject: FW: Agenda Item - Additional Engineering Services for LOMR

Please draft reso.

Ralph Ventura, JD  
Chief of Staff  
Mayor's Office  
City of Sweetwater

-----Original Message-----

From: Elena Proto [<mailto:eproto@egscfl.com>]  
Sent: Wednesday, July 15, 2015 11:40 AM  
To: Agenda  
Cc: Eric Gomez; Ralph Ventura  
Subject: Agenda Item - Additional Engineering Services for LOMR

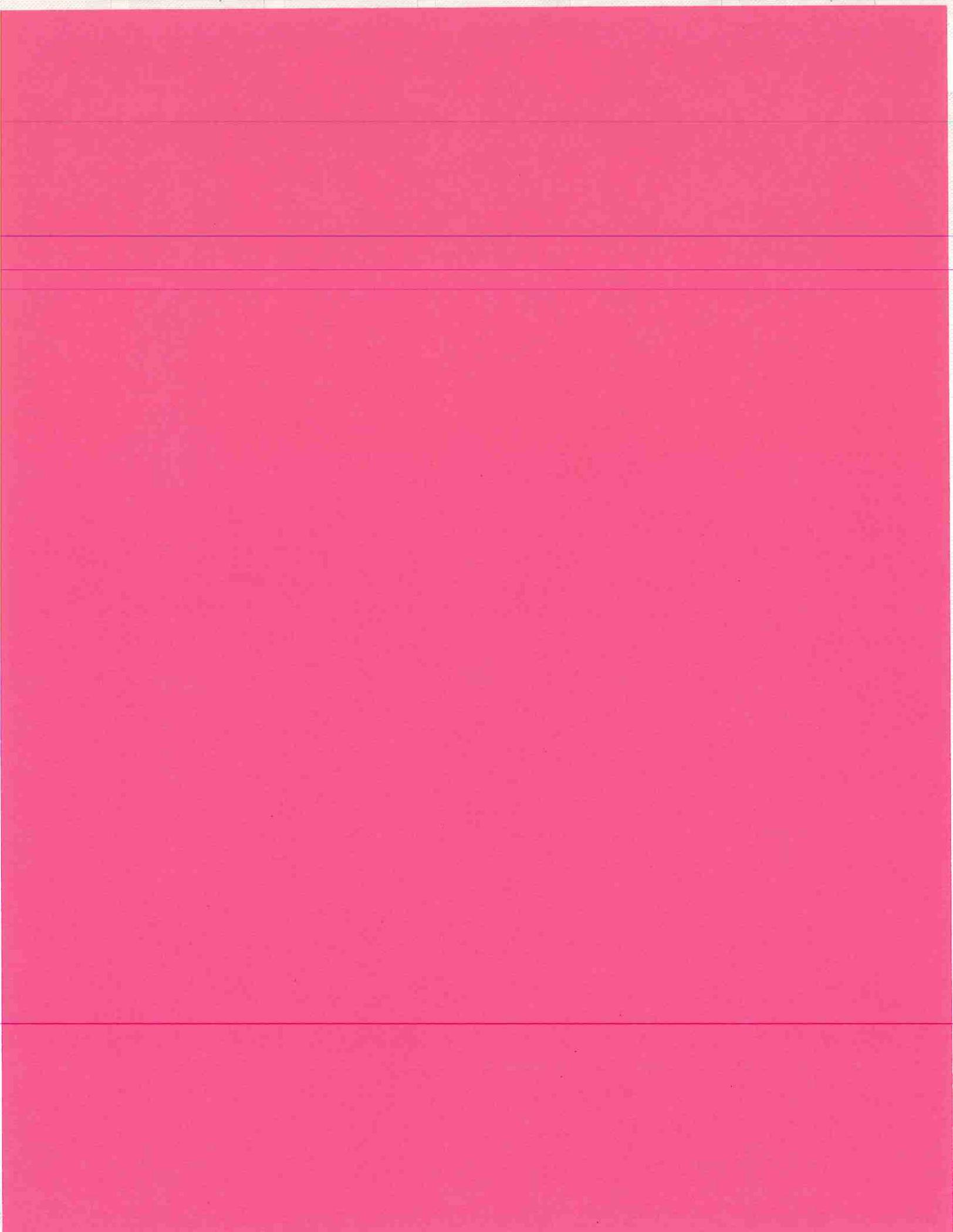
To whom it may concern:

Attached please find an agenda item for additional services required to complete TYLIN assistance to the City of Sweetwater in preparing application responses to FEMA for a Letter of Map Revision (LOMR) for the areas encompassed by the Drainage Improvement Projects Phase IIA and Phase IV.

If any questions please contact the City Engineer, Eric Gomez at 305-553-5457.

Kind regards,

Elena M. Proto  
Office Manager  
EGSC Engineering Consultants, Inc.  
T: 305.553.5457  
C: 786.263.1616  
F: 305.551.9869  
[www.egscfl.com](http://www.egscfl.com)  
1701 NW 112th Ave. Suite 103  
Miami, FL 33172



**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 MENOCA  
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 August, 2015.

\_\_\_\_\_  
ORLANDO LOPEZ, Mayor

\_\_\_\_\_  
JOSE M. DIAZ, Commission President and  
Vice Mayor

ATTEST:

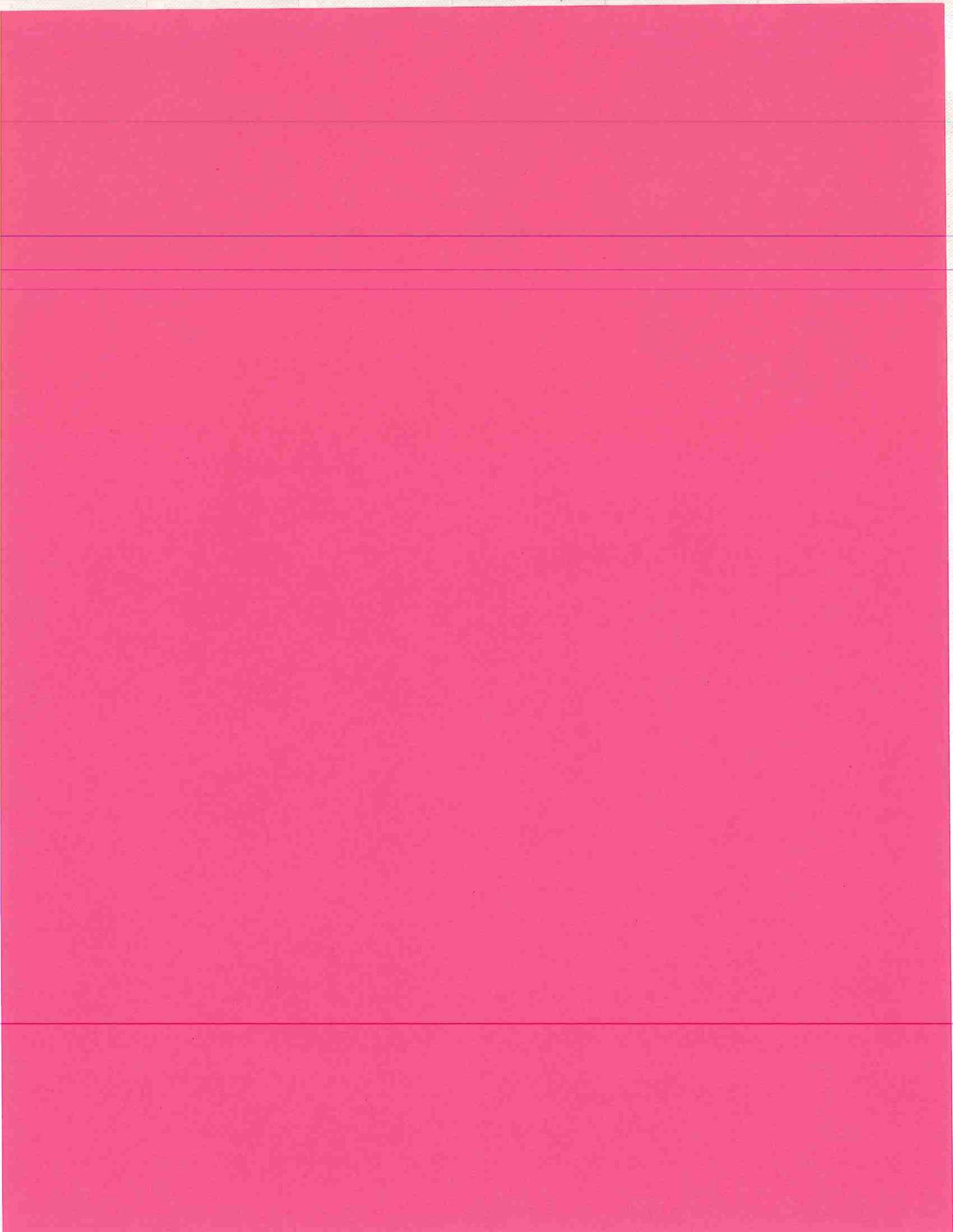
\_\_\_\_\_  
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
GUILLERMO CUADRA, 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	_____



## Marie Schmidt

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**From:** Ralph Ventura  
**Sent:** Tuesday, July 14, 2015 10:07 AM  
**To:** Marie Schmidt; Carmen Garcia  
**Cc:** Mayor Orlando Lopez  
**Subject:** Agenda Item

Please place the following on the August agenda:

**Consideration of soliciting requests for qualifications for the position of city attorney and review of qualifications already received.**

The sponsor is Commissioner Marono.



Ralph Ventura, JD  
Chief of Staff  
Mayor's Office  
City of Sweetwater

## GUILLERMO I. CUADRA

730 NW 107<sup>th</sup> Avenue, Suite 214, Miami, FL 33172

Ph: 305.968.7424 e:gc@gmcplaw.com

### EDUCATION

May 2000

UNIVERSITY OF MIAMI SCHOOL OF LAW, Coral Gables, Florida

Juris Doctor

**Honors:** Dean's Certificate of Achievement in Contracts  
Moot Court First Year Optional Competition Winner  
Litigation Skills Workshop, Honors

**Activities:** Upper Division Senator, Student Bar Association  
Staff Writer, *Res Ipsa Loquitur*  
International Law Society, Hispanic Law Society  
Civil Comparative Society (Founding Member)

December 1996

FLORIDA INTERNATIONAL UNIVERSITY, Miami, Florida

Bachelor of Arts, Political Science

### EXPERIENCE

Dec 2012 – Present

GARCIA-MENOCAL, CUADRA & PEREZ, P.L., Miami, Florida

**PARTNER**

- Oversee and conduct all phases of work related to intergovernmental affairs
- Participate in all phases of trial work, motion practice and trials
- Litigate foreclosure defense, contract, debt collection, real estate litigation
- Provide counsel to corporate clients in multiple areas of the law
- Assist and represent corporate clients before municipal and state agencies

Dec 2010 – Dec 2012

OFFICE OF THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS (BCC),  
Miami, Florida

**DIRECTOR OF LEGISLATION**

- Provided legislative research and policy analysis to the Chairman regarding regular Commission, Committee, and Sub-committee meetings, as well as workshops or special meetings of the Commission
- Reviewed each agenda to evaluate the reasonableness and completeness of the information presented as well as to evaluate policy implications of transactions and/or legislation
- Monitored relevant legislation at the state and federal levels
- Conduct research and policy analysis to assist the BCC in formulating and developing legislation and public policy
- Reviewed, analyzed, and advised the Chairman on proposed policy recommendations put forth by the Commission or county administration
- Coordinate entire legislative agenda for regular meetings of the BCC
- Worked closely with the Office of Agenda Coordination and County Attorney to formulate and approve Commission and Committee agendas
- Supervised and delegated duties as appropriate to the Legislative Staff so as to efficiently and effectively perform assigned tasks

Jul. 2005 – Dec 2010

MIAMI-DADE BOARD OF COUNTY COMMISSIONERS, OFFICE OF THE COMMISSION  
AUDITOR (OCA), Miami, Florida

**CHIEF LEGISLATIVE ANALYST**

- Provided objective and critical analyses of proposed legislation and of public policy issues for the BCC, including analyses for large, complex issues involving multiple analysts
- Provided specialized and technical reports on various public policy matters

**GUILLERMO I. CUADRA, Esq.**

- Provided legislative research and policy analyses to support regular Commission, Committee, and Sub-committee meetings, as well as workshops or special meetings of the Commission
- Reviewed each agenda to evaluate the reasonableness and completeness of the information presented as well as to evaluate the merits and impacts of the proposed transactions and/or legislation
- Reviewed and analyze proposed policy recommendations put forth by the Commission and the County Manager
- Determined the extent to which legislative policies are being faithfully, efficiently and effectively implemented by the County Manager and County personnel
- Determined the extent to which proposed legislation is consistent with current policy and the proposed legislation's implications relative to future policy
- Provided oversight, guidance and mentoring to, and review the work product of, Commission Legislative Analysts and Senior Legislative Analysts
- Worked closely with and coordinate projects with other OCA staff members and with the chairperson and members of the BCC and their respective staffs
- Worked closely with County administrators, County Attorney, and other department/agency personnel in carrying out OCA Legislative Staff functions
- Conducted research and provide reports upon the request of the Commission or a Commissioner

Oct. 2002 – Jul. 2005

MIAMI-DADE COUNTY CONSUMER SERVICES DEPARTMENT, Miami, Florida

**LEGAL ADVISOR**

- Interpreted and provided legal advice to the department in matters of general consumer laws and regulation
- Prepared and reviewed proposed amendments to County Code, state statutes and federal laws
- Drafted legal pleadings and represent the department in civil and administrative actions
- Provided specialized and technical legal counsel to staff in the enforcement of the consumer protection and business regulatory laws
- Monitored relevant legislation related to important consumer issues and regulatory matters at the state and federal levels
- Represented Miami-Dade County in the Florida League of Cities Telecommunications Legislative Workgroup
- Advised relevant Miami-Dade County departments on matters related to the Communications Services Tax Simplification Act and the placement of communications facilities in unincorporated Miami-Dade County
- Conducted Small Claims Court Clinics to educate citizens about the small claims court process
- Developed, implement, and conduct training for administrative staff, enforcement personnel, and relevant agencies on ordinances enforced by the department
- Served as department spokesperson for educational community outreach efforts coordinated with Spanish-speaking media

2004 Legislative Session

MIAMI-DADE COUNTY MANAGER'S OFFICE / OFFICE OF STRATEGIC BUSINESS MANAGEMENT, Miami, Florida

**ARTICLE V COORDINATOR**

- Analyzed and advised on proposed legislation related to funding of different components of the state court system
- Assisted in coordinating county's strategy and response to 2004 state legislative session work related to Revision 7 of Article V of the Florida Constitution

**GUILLERMO I. CUADRA, Esq.**

- Drafted interlocal agreements between Miami-Dade County and State of Florida agencies related to prosecution and representation of indigent defendants in county ordinance violations
- Monitored bills related to Article V implementation
- Worked in conjunction with the budget staff, County Attorney's Office, Office of Intergovernmental Affairs and other stakeholders of the 11<sup>th</sup> Judicial Circuit to ensure continuing revenue streams to fund the county's funding obligations
- Drafted ordinances related to surcharge on traffic fines to fund court facilities, and imposing additional court costs to fund various court programs

Sept. 2000 - Sept. 2002    MIAMI-DADE COUNTY CONSUMER SERVICES DEPARTMENT, Miami, Florida

**COMMUNICATIONS TAX COORDINATOR**

- Reviewed and commented on proposed state legislation affecting Miami-Dade County's regulatory authority over placement of communications facilities in public right-of-way
- Represented Miami-Dade County in the negotiation and drafting of the Communications Services Tax Law (enacted into law)
- Represented Miami-Dade County in the negotiation and drafting of the communications services tax legislative workgroup's model right-of-way ordinance
- Drafted County ordinances governing placement of communications facilities in County's right-of-way
- Tracked relevant bills in State Legislature
- Coordinated Miami-Dade County's response of Communication Services Tax Law with several County agencies, Florida League of Cities, Florida Association of Counties, Florida Department of Revenue, and representatives of the communications industry

May 1998 - Sept. 2000    MIAMI-DADE COUNTY CONSUMER SERVICES DEPARTMENT, PASSENGER  
TRANSPORTATION REGULATORY DIVISION, Miami, Florida

**LAW CLERK**

- Assisted in the Drafted ordinances and resolutions related to for-hire transportation
- Prepared legal briefs and related correspondence
- Represented the Division in special and protest hearings before administrative hearing officers
- Oversaw prosecution of civil infractions of ordinances enforced by Consumer Services Department including violations involving consumers/passengers

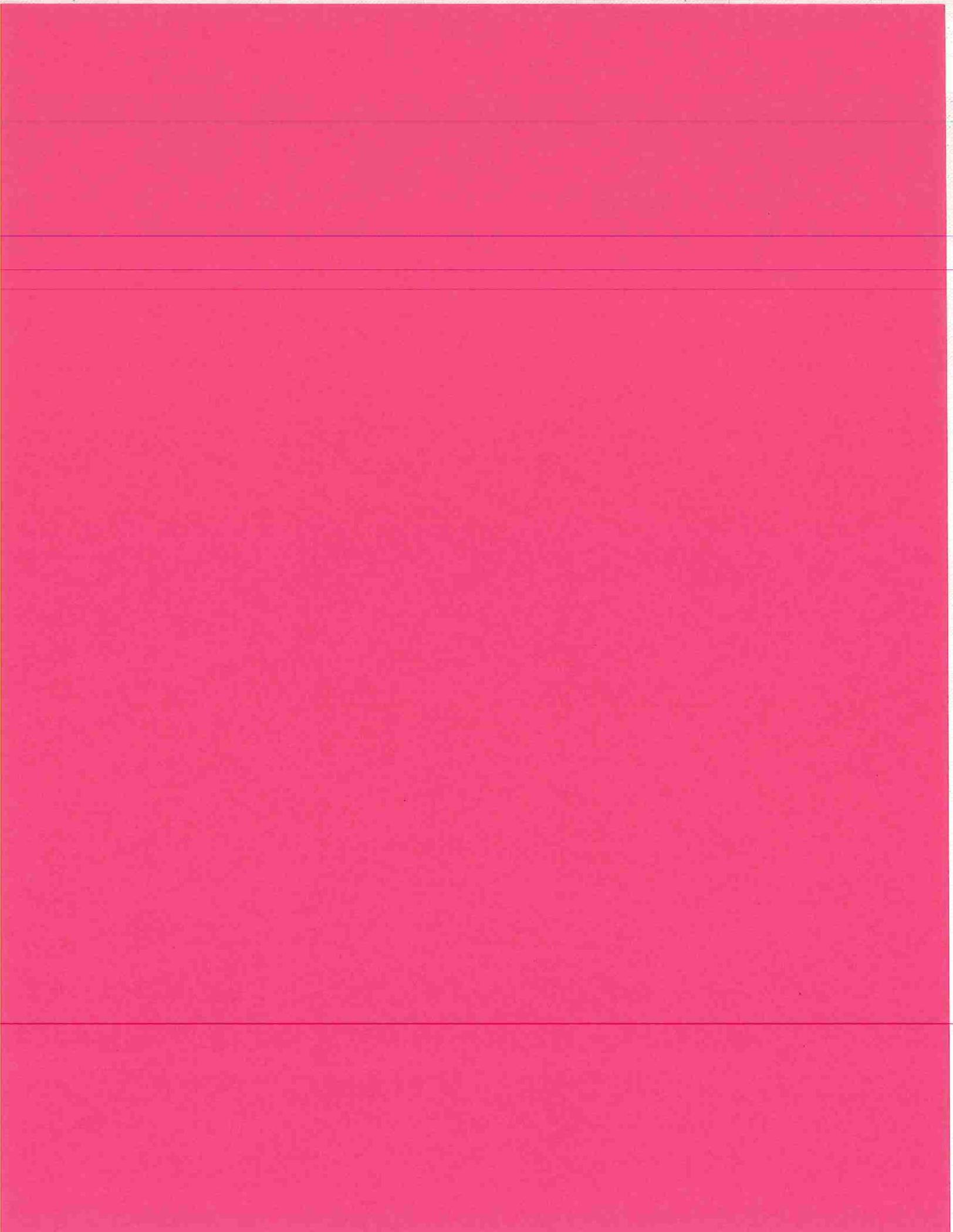
**MEMBERSHIPS  
AND  
ADMISSIONS**

**Florida Bar Association:**                    September 2000  
**Southern District of Florida**  
**Middle District of Florida**  
**Eleventh Circuit Court of Appeals**

**MILITARY TRAINING**

**UNITED STATES MARINE CORPS**  
Oct. 1999 - March 2000    Tow/Scout Platoon, 8th Tank Battalion  
Sept. 1994 - Oct. 1999    4th Air/Naval Gunfire Liaison Company

**Honors:**                    Honor Graduate EWBC/94  
                                  Marine Corps Association's Commandant of the Marine Corps  
                                  Achievement Award



JOSE M. HERRERA, P.A.  
- ATTORNEY AT LAW -

2350 CORAL WAY  
SUITE 201  
MIAMI, FLORIDA 33145

TELEPHONE: (305) 445-1100  
FACSIMILE: (305) 221-8805  
E-MAIL: JMH@HERRERALAWFIRM.COM

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July 6, 2015

The Honorable Jose M. Diaz  
President of the City of Sweetwater Commission  
500 SW 109 Ave  
Sweetwater, Florida 33174

Via e-mail [jdiaz@cityofsweetwater.fl.gov](mailto:jdiaz@cityofsweetwater.fl.gov)

**Re: CITY ATTORNEY**

Dear Mr. Commission President:

I understand that the City of Sweetwater is, or will be seeking a City Attorney. I am submitting my resume and an outline of a proposal for consideration by the Commission.

My firm will provide representation to the City for an annual fee of One Hundred and Twenty Thousand Dollars (\$120,000.00)(this will include attendance at regular council meetings and general consultation by City officials and department head or their designees), and an hourly rate of One Hundred and Eighty Five Dollars (\$185.00) for all additional services. The specific scope can be discussed and delineated in a formal retainer agreement.

As I am certain you, and the other elected and appointed officials of the City of Sweetwater know, I have considerable institutional knowledge of the City and its affairs. I am an experienced municipal and governmental law attorney, with extensive and proven trial and appellate track record.

Sincerely,

*/s/Jose M. Herrera/s/*

Jose M. Herrera, Esq.

Enclosure

cc: Jose A. Bergouignan [jbergouignan@cityofsweetwater.fl.gov](mailto:jbergouignan@cityofsweetwater.fl.gov)  
Prisca Barreto [pbarreto@cityofsweetwater.fl.gov](mailto:pbarreto@cityofsweetwater.fl.gov)  
Manuel Duasso [mduasso@cityofsweetwater.fl.gov](mailto:mduasso@cityofsweetwater.fl.gov)  
Isolina Maroño [imarono@cityofsweetwater.fl.gov](mailto:imarono@cityofsweetwater.fl.gov)  
Eduardo Suarez c/o [mschmidt@cityofsweetwater.fl.gov](mailto:mschmidt@cityofsweetwater.fl.gov)  
Idania Llanio c/o [mschmidt@cityofsweetwater.fl.gov](mailto:mschmidt@cityofsweetwater.fl.gov)

**JOSE M. HERRERA, ESQ.**

2350 Coral Way  
Suite 201

Miami, Florida 33145

Telephone: (305) 445-1100

Facsimile: (305) 221-8805

E-Mail: [JM@Herreralawfirm.com](mailto:JM@Herreralawfirm.com)

**EDUCATION**

**University of Miami School of Law, Coral Gables, Florida**

**Juris Doctor, Cum Laude, 1986**

**Top 5% of Graduating Class**

**Honors: Dean's List and Order of the Coif**

**Nova Southeastern University, Ft. Lauderdale, Florida**

**Bachelor of Science, Criminal Justice & Psychology, 1980**

**Miami Dade Community College, Miami, Florida**

**Associate in Arts, Criminal Justice, 1977**

**PROFESSIONAL EXPERIENCE**

**Jose M. Herrera, P.A. - *Martindale-Hubbell - AV rated***

**July 1990 through present:**

**I started my own firm in July 1990. I represent clients in civil and criminal trial and appellate matters, as well as governmental and administrative matters and proceedings, with particular expertise in constitutional and regulatory aspects of governmental affairs. I concentrate on complex civil and criminal matters, from pre-trial through the appellate phase in both State and Federal courts. I have extensive experience in all aspects of administrative and regulatory proceedings, and trial and appellate matters, having handled numerous administrative proceedings and judicial trials from inception to conclusion, and through the appeals process when necessary.**

**I counsel and represent individuals, corporations, professional associations, and governmental entities, in all aspects of civil, criminal, and administrative matters and proceedings.**

**I regularly advise, counsel, and represent elected and public officials and governmental entities. I represent, or have represented, the following governmental entities:**

**Village of Virginia Gardens, Florida: City Attorney and Police Legal Advisor, June 1995 through the present.**

**City of Hialeah Gardens, Florida: City Attorney and Police Legal Advisor, March 1995, through March 1996.**

**City of Sweetwater, Florida: Interim City Attorney June through**

August 1993; Special Counsel to the Mayor, September 1993  
through May 1999, and Code Enforcement Hearing Officer.

City of Opa-locka, Florida: Special Counsel to the City of Opa-  
Locka and the City Manager's Office during 1994-1995.

Haddad, Josephs, Jack

August 1985 through July 1990

I was hired as a law clerk, and became an associate upon graduating law school. During my tenure, I worked almost exclusively with the senior partner, G.A. Haddad, doing trial and appellate work in complex civil practice. My experience encompassed the representation of plaintiffs and defendants in complex commercial matters, as well as catastrophic injury and wrongful death cases. I handled cases from inception through trial and appeal, if required.

#### BAR AFFILIATIONS

Florida Bar  
Admitted 1986

Federal Bar  
U.S. District Court, Southern District of Florida  
Admitted General Bar 1987 and Trial Bar 1994

U.S. District Court, Middle District of Florida  
Admitted 2007

U.S. 11th Circuit Court of Appeal  
Admitted 1990

#### PROFESSIONAL ASSOCIATIONS

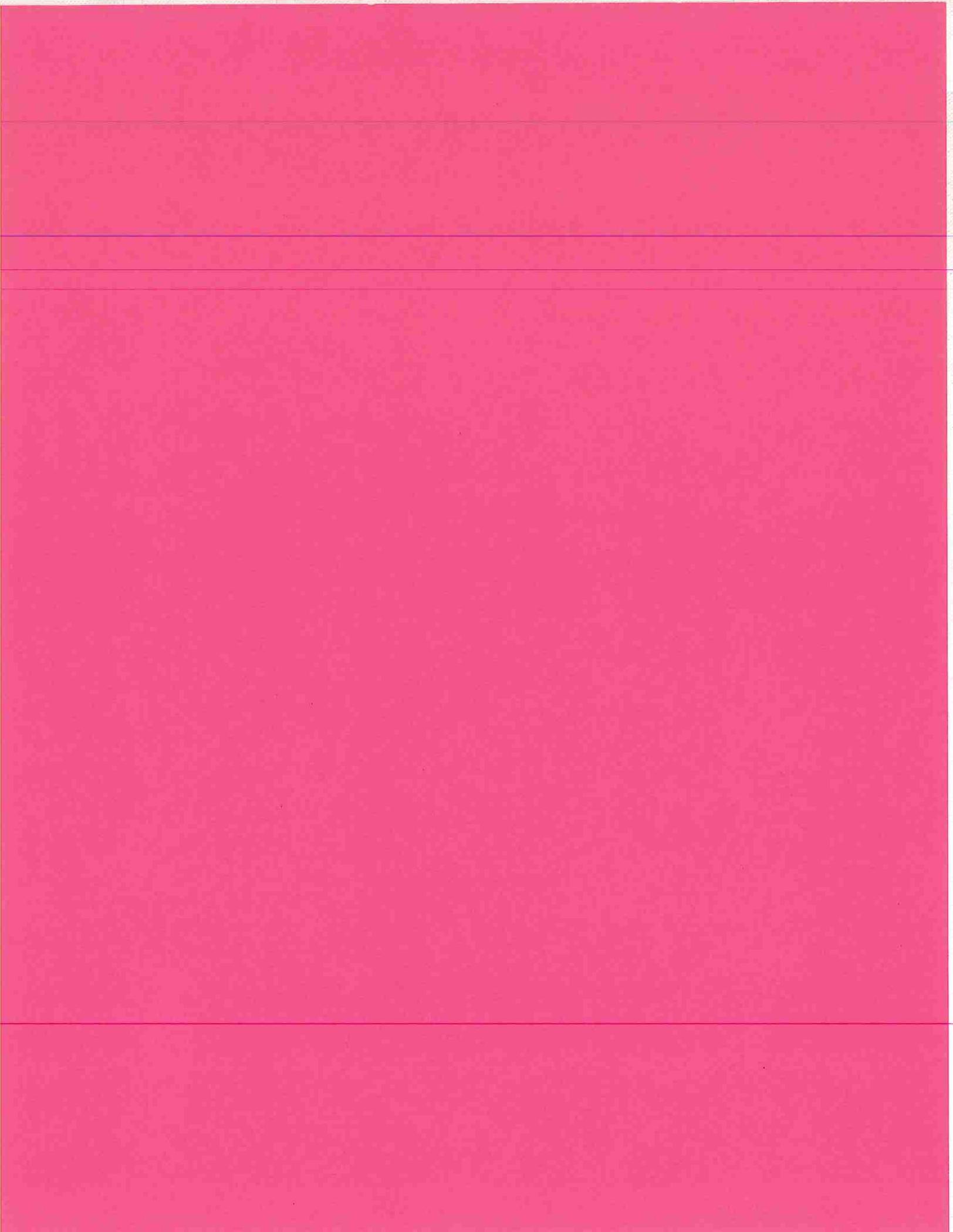
Florida Bar  
Dade County Bar  
Florida Academy of Trial Lawyers  
Academy of Trial Lawyers of America  
American Bar Association  
Cuban American Bar Association

#### PROFESSIONAL REFERENCES

Available upon Request

#### FOREIGN LANGUAGE

Fluent in Spanish



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SWEETWATER, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES TITLED "ADMINISTRATION"; PROVIDING FOR PROCEDURES WHEREBY DEPARTMENT HEADS OF THE CITY MAY BE REMOVED FROM OFFICE FOR CAUSE PURSUANT TO SECTION 3.06(B) OF THE CHARTER OF THE CITY OF SWEETWATER; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 3.06 of the Charter of the City of Sweetwater authorizes the City Commission to promulgate by ordinance procedures whereby department heads may be removed from office for cause by a five-sevenths (5/7) vote of the entire membership of the City Commission following a hearing on such charges as may be brought against the department head;

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

Section 1: That Section 2-64 of the Code of Ordinances is hereby created to read as follows<sup>1</sup>:

Chapter 2 – ADMINISTRATION

\* \* \*

DIVISION 2 – MEETINGS

\* \* \*

Sec. 2-64. – Procedures for Removal of Department Heads.

- (a) Any Commissioner may initiate the process to remove a department head from office for cause by submitting a memorandum to the City Clerk outlining the cause for removal. The City Clerk shall then place the matter for hearing at the next regularly scheduled Commission meeting or special

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<sup>1</sup> (Coding: Words and figures underscored are additions to existing law; words and figures ~~struck through~~ are deletions. Remaining provisions are now in effect and remain unchanged)

meeting whichever is earlier. At the hearing, if a motion for removal of the department head is seconded the moving Commissioner shall present the charges against the department head who shall have equal time to rebut the charges against him or her. At the conclusion of both presentations the Commission may debate the issue at the discretion of the President of the Commission. Only a vote for dismissal of at least five-sevenths (5/7) of the entire membership of the Commission in favor of removal shall result in the immediate removal of the department head.

- (b) Nothing in this section precludes a department head to have legal representation at the above-mentioned hearing.

\* \* \*

Section 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.

Section 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.

Section 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.

Section 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 this \_\_\_\_ day of \_\_\_\_\_, 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:

GUILLERMO CUADRA, 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	_____

# REPORTS



AL

## **PUBLIC WORKS DEPARTMENT MONTHLY REPORT JULY 2015**

### **Daily on going task**

- Tree trimming, lawn, hedges
- Cleaning storm drains
- Operate city sweeper 3 days a week
- Asphalt and pot hole repairs
- Daily oil change and repairs on all city vehicles
- Fuel all equipment
- Cutting grass at all 4 parks

### **Special task by request**

- Major asphalt repair 104 ave and 5, 6, and 7 st. Eleven tons of asphalt
- Elevator repairs on going
- Sidewalk repairs on 116 and 7 Terr.
- Sheet rock repairs and painting police department are on going
- Painting of street curbs
- Relocation of offices
- Farm share food pick up
- Assisting park with summer camp transportation
- Asphalt and prepare of parking behind Passport office.
- Chipped existing tree pills from storm
- Monthly start up and battery check on 11 generators
- Assist the Lil Abner foundation with summer camp transportation

### **To do list**

- Continue tree trimming
- Continue Asphalt repairs
- Continue sidewalk repairs
- Preparing for hurricane season

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Maintenance Director Alan Abolila

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Mayor Orlando Lopez



**MILDRED AND CLAUDE PEPPER SENIOR CENTER  
MONTHLY REPORT  
PERIOD ENDING JULY 31<sup>ST</sup>, 2015**

**07/01/2015-07/03/2015 (includes Friday, 07/01/2015)**

- Daily CIRTS update, reporting, emails and phone calls. Daily activities: dominos, bingo, chess, computers, music, English Classes and current events discussions (Tuesdays, Wednesdays, Thursdays), knitting class, billiards and Tai-Chi (Tuesdays and Thursdays) and bi-weekly payroll.
- Planned and confirmed a Senior Health Fair in partnership with Keiser University tentatively confirmed for August 4<sup>th</sup> at 9AM.

**07/06/2015-07/10/2015**

- 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 Classes and current events discussions (Tuesdays, Wednesdays, Thursdays), knitting class, billiards and Tai-Chi (Tuesdays and Thursdays).
- Friday July 10, 2015- Lincoln Heritage Funeral Advantage Presentation.

**07/13/2015-07/17/2015**

- Daily activities: dominos, bingo music, chess, knitting classes, computers, English Class 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.
- Monday, July 13<sup>th</sup> – A psychology professor and students from Keiser performed a cognitive and creative workshop with the seniors consisting of center clients recalling, writing and designing their life story in the form of a book.
- Wednesday, July 15, 2015 – CAC educational presentation: Slip and Fall Prevention.
- Wednesday, July 15, 2015 – State Attorney's Office informational presentation: Identity theft & phone fraud/scams presentation.
- Thursday, July 16, 2015 - Center for Independent Living: Information on free telephones for eligible hearing-impaired seniors.
- New client enrollments – Congregate: 3; Homebound: 6 (includes 3 transfers). 3 additional homebound expected to be enrolled by July 31<sup>st</sup>.

**07/20/2015-07/24/2015**

- Daily activities: dominos, bingo, music, chess, billiards, Tai-Chi (Tuesdays and Thursdays), knitting class, English Classes and current events discussions (Tuesdays, Wednesdays, Thursdays) and computers.
- Daily CIRTS update, reporting, emails, phone calls.

- Update the Center's Continued Operations Plan and unit cost methodology.
- Friday, July 24, 2015 – Field Trip to the Miccosukee Indian Resort and Casino.

**07/27/2015-07/31/2015**

- Daily activities: dominos, bingo, music, chess, billiards, Tai-Chi (Tuesdays and Thursdays), knitting class, English Classes and current events discussions (Tuesdays, Wednesdays, Thursdays) and computers.
- Daily CIRTS update, reporting, emails, phone calls.
- Tuesday, July 28, 2015- Field Trip to Church La Divina Misericordia.
- Friday, July 31, 2015- La Colonia Medical Center visit with information, fun and food.

Deposits for this Month: \$ 0.00 As of July 16, 2015 (Deposit made at the end of the month).

Respectfully submitted by:

Robert Herrada  
Senior Center Director

Approved By:



Orlando Lopez  
Mayor



**City of Sweetwater**  
**Parks & Recreation Department**  
**MONTHLY REPORT**  
**July 2015**

*[Handwritten signature]*

**Jorge Mas Canosa Youth Center**

- July 4, 2015 - 4<sup>th</sup> of July event
- July 11, 2015 - Farm Share event
- \*Summer Camp remains the same

**\*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:

*[Handwritten signature]*

**Yuraima Montenegro**  
**Deputy of Parks & Recreation**

Approve by:

*[Handwritten signature]*

**Orlando Lopez**  
**Mayor**



*[Handwritten signature]*

## Social Services Monthly Report July 2015

### **07/06/2015 – 07/10/2015**

- Filled out and submitted 3 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
- Daily PO's and check request,
- Daily email and phone call,
- Daily intake forms, surveys and reports.

### **07/13/2015 – 07/17/2015**

- Filled out and submitted 1 I 812D Consideration of Deferred Action for Childhood Arrivals 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
- 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.

### **07/20/2015 – 07/24/2015**

- Filled out and submitted 2 N-400 Applications for Naturalization, 1 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.

### **07/27/2015 – 07/31/2015**

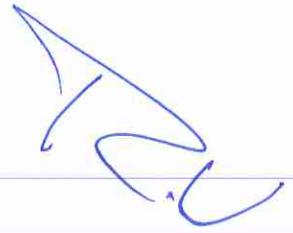
- Filled out and submitted 2 N-400 Applications for Naturalization, 1 N-400 Applications for Naturalization, and I-90 Application to Replace Permanent Resident Card, 3 I 485 Application to Register Permanent Residence or Adjustment of Status
- Distributed 100 food bags to Los Robles, and 100 food bags 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 López  
Mayor



# Human Resources Department

## MONTHLY REPORT

### PERIOD ENDING July 2015

#### Week 1 - 06/22/2015 – 06/26/2015

Assist employees

Reoccurring employee changes

Employment Verifications

Walk-Ins

Commissioner Duasso records request for New Police Officer benefits

Organize Pink Day June 23<sup>rd</sup>

Post Positions on Website

- 1087 Maintenance Director
- 1088 Parks Director
- 1089 Finance Director
- 1090 City Engineer
- 1091 Building and Zoning

Workers Compensation Questions

- Rafael Castro
- Isaias Alvarez-Estefan
- Jorge Trujillo
- George Quintana

Commissioner Suarez explanation of Insurance

Change Positions on LOGOS

- Kaylee Blanco from Disptacher to GIU Clerk
- Maritza Barreras From Passport to Social Services
- Gricenia Rodriguez from GIU Clerk to Passport

New Hires

- Yaima Vega- Constituent Services
- Annie Chez- Temporary Finance Clerk
- Claudia Miro- Public Information Officer

Payroll

Applicant Walk-ins

Applicant Log

Applicant Resume

Applicant Email

Applicant Calls

Email for medical and dental insurance packets

Interviews for position #1086 Building Clerk

Affordable Care Act Webinar

Layoff of Gricenia Rodriguez  
John Song request for Officer Evaluations  
Email Deborah Greco from IUPAT all of Gricenia Rodriguez Layoff paperwork  
Jose Lam Workers Compensation  
Outside Employment Forms  
Uniform distribution

**Week 2 - 06/29/2015- 07/03/2015**

Assist employees  
Reoccurring employee changes  
Walk-ins  
Applicant Walk-ins  
Applicant Log  
Applicant Resume  
Applicant Email  
Applicant Calls  
Victor Rodriguez offer letter for Building and Zoning in which he refused  
New Hire

- Briam Rodriguez- Mayors Aid
- Stephanie Hernandez- Building and Zoning Clerk

Paperwork and LOGOS for the new hires  
Team Meeting for 2015-2016 plans  
Contact Metlife for Lunch and Learns  
Numerous Check Request  
Continuous Uniform issues  
ACA LOGOS webinar/phone conference  
Rafael Duarte Workers Compensation  
Interviews for PT Passport Agent  
Verification letter for Steven Lopez  
Carlos Lanza subpoena request  
Sergio Purrinos subpoena request  
Nilda Jimenez complaint against Thelma Lopetegui  
Full Time Seniority List for all Officers  
1092- IT Manager  
1093- Senior Center Music Activities Coordinator  
Frank Elias closeout memo  
Carlos Sordo retro payment memo for 10% increase  
Julio Quintana reduction in hours and salary  
Pay Increase for all Senior Center personnel

- Maitee Alvare from \$16.8245 to \$18.2693
- Jose Lam from \$12.00 to \$12.60
- Sonia Rodriguez \$12.00 to \$15.00
- Noelia Plasencia \$11.00 to \$11.55
- Maria Ramirez \$9.00 to \$9.45
- Maria Elena Garcia \$12.6644 to \$15.6644
- Raquel Abreu \$9.0734 to \$10.00

DEO (Unemployment)

- Mayra Toledo
- Rolando Martin
- Gricenia Rodriguez
- Delsys Llera- Salary History/Questionnaire
- Benny Lee- Salary History/Questionnaire

- Jorge Gonzalez- Salary History/Questionnaire

**Week 3 - 07/06//2015 - 07/10/2015**

Assist employees

Reoccurring employee changes

Payroll

Applicant Walk-ins

Applicant Log

Applicant Resume

Applicant Email

Applicant Calls

13 week wage statement for Rafael Duarte

WC questions for Officer Duarte

New Hire

- Nazira Salman PT Passport

Check Request

Changes in LOGOS

Numerous requests for Pre-Employment Physicals from GIU

Emails with Citrin for July Lunch and Learn

Sent out Officer Duarte pre-employment to Workers Compensation

Changed Maite Alvare bank information on LOGOS

Verification of employment letter for Maite Alvare

1094- City Planner

FMLA paperwork for Amelia Espinosa

Jenna Mendez dependent care coverage cancelation

Interview with Simon Labrador from PBA

Brian Hussel resignation payout memo

Rafael Castro step raise

Carlos Sordo request on GIU interviews

COBRA for all terminated employees

- Andres Neira
- Rolando Martin
- Rebeca Rodriguez
- Guillermo Cuadra
- Liliana Vargas

2015/2016 Health Insurance Negotiations RFP (request for proposals)

- AvMed
- Humana
- BC/BS
- Cigna
- United
- National General
- Aetna

Updated Census with dependents 2015/2016

Josh Caleb Mayorga records request

**Week 4 – 07/13/2015 – 07/17/2015**

Assist employees

Reoccurring employee changes

Walk-ins

Lunch and Learn for July 22 “Sun Safety” reminders

Officer Mesa came to do the seniority list for FT officers

Records Request

- Antero Espinosa
- Luis Quintero Jr

Revising pay rates

- Richard Brioso
- Wilson Medina

Add dependents to Ernesto Barquin insurance

Memo

- Evelio Hernandez resignation/close out

Lunch and Learn Flyer emails/postings

Records Request/Redaction of Files

- Manuel Marono
- Roberto Fulgueira
- William Garcia
- Ignacio Menocal
- Octavio Oliu
- Alejandro Ramos
- Antero Espinosa
- Luis Quintero Jr. (4)
- Guillermo Cuadra

Employment Verification letter for Arnold Sanchez

Interviews

- Maintenance Director
- Park Director

Verification of Employment paperwork for Arnold Sanchez

Check Request

Workers Compensation for Jonathan Gonzalez

Reviewed Richard Brioso file for all pay increases

#### **Week 5- 07/20/2015- 07/23/2015**

Assist employees

Reoccurring employee changes

Walk-ins

Payroll

Reviewed Wilson Medina file for all pay increases

Email Metlife on some issues with Bill

Check Request for FDLE

Lt. Sordo request on crash report

Officer Garciga request for Vacation and Comp Time hours

Entered new Parks Director in LOGOS- Mercedes Rodriguez

Filled out a verification of insurance for Val Schmidt

Lunch and Learn event

Added Diana Rodriguez on:

- MetLife
- United
- SafeGuard

Suspended Luis A Quintero on LOGOS and memo

Changed Diana Rodriguez status on LOGOS from PT to FT

Check Request IDF

Records Request

- Octavio Oliu
- William Garcia

Interviews

- IT Manager

- Senior Center Musical Coordinator  
Entered Claudia Miro Insurance on LOGOS  
Reached out to Allison from Citrin Financial for August Lunch and Learn

Respectfully submitted by:

  
\_\_\_\_\_  
Joanna Rubio

Human Resources Manager

Approved By:

  
\_\_\_\_\_  
Orlando Lopez

Mayor

# BUILDING AND ZONING DEPARTMENT MONTHLY REPORT

MONTH OF: July 2015

Building Permit Total 139

Total Amount: \$ 68,597.72

IMPACT FEES COLLECTED: N/A

## Inspectors Fees

STRUCTURAL \$2,361.00

PLUMBING \$ 2,205.60

\*Monthly Installment Draw for Large Project

-Permit # 2015-00000348 Payment #6 \$ 1,367.22

\$ 3,572.82 \$ 3,572.82

Prepared by: Luvian Espinosa  
7/23/2015

Approved by: Carlos Lanza, Building Official \_\_\_\_\_

  
\_\_\_\_\_  
Orlando Lopez, Mayor



# City of Sweetwater Code Compliance

June 11 to July 16

<b>Jorge Vega</b>	<b>13</b>
<b>Deyne Hernandez</b>	<b>12</b>
<b>Bruno Muniz</b>	<b>14</b>
	<hr/>
	<b>39</b>

**Prepared By:** Jorge Vega

**Approved by:** Mayor Orlando Lopez

**JULY 2015**

	<b>COST</b>	<b>AMOUNT</b>	<b>TOTAL</b>
ALARM REGISTRTION B	\$60	11	\$660
ALARM REGISTRTION R	\$25	4	\$100
LIEN SEARCH	\$40	3	\$120
CODE VIOLATION	\$40	4	\$160
LIEN SEARCH RUSH	\$50	6	\$300
CODE VIOLATION RUSH	\$50	6	\$300
VIOLATION NOTICES	\$100	10	\$100
	\$250	1	\$250
	\$500	9	\$4,500
ADM COST HEARING OFFICE	\$100	4	\$400
	\$175	2	\$350
PUBLIC RECORDS	\$0..15	2	\$0..30
<b>GRAND TOTAL</b>			<b>7240..30</b>

6/11/2015 TO 7/15/2015

City of Sweetwater  
**Case by Inspector Report**

Date Type: Open Date  
 From Date: 06/11/2015 - To Date: 07/16/2015

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
<b>Inspector:</b>		Jorge Vega						
Building & Building Regulations	2015-00000468	Active	work without a permit	06/18/2015		28	complaint	120 SW 108 AVE I2 Sweetwater, FL 33174
Building & Building Regulations	2015-00000469	Active	work without a permit	06/18/2015		28	complaint	10370 SW 4 ST Sweetwater, FL 33174
Building & Building Regulations	2015-00000470	Active	work without a permit	06/22/2015		24	jlv	10910 W FLAGLER ST 101-103 SWEETWATER, FL 33174
Taxation	2015-00000471	Active	cu	06/22/2015		24	jlv	10910 W FLAGLER ST 101-103 SWEETWATER, FL 33174
Motor Vehicles & Traffic	2015-00000476	Active	tags	06/26/2015		20	jlv	11290 SW 7 ST Sweetwater, FL 33174
Building & Building Regulations	2015-00000478	Active	work without a permit	06/26/2015		20	jlv	10380 SW 4 ST Sweetwater, FL 33174
Building & Building Regulations	2015-00000494	Active	work without a permit	07/14/2015		2	building dept	11148 SW 6 ST Sweetwater, FL 33174
Emergency Services	2015-00000495	Active	FILE ALARM INFORMATION	07/14/2015		2	JLV	11561 SW 5 ST Sweetwater, FL 33174
Emergency Services	2015-00000496	Active	FILE ALARM INFORMATION	07/14/2015		2	JLV	10530 W FLAGLER ST Sweetwater, FL 33172
Emergency Services	2015-00000497	Active	FILE ALARM INFORMATION	07/14/2015		2	JLV	11103 SW 6 ST Sweetwater, FL 33174
Environment	2015-00000502	Active	Responsibility for safety and cleanliness of lots, parcels, bui	07/16/2015		0	JLV	11293 SW 5 ST SWEETWATER, FL 33174
Building & Building Regulations	2015-00000503	Active	work without a permit	07/16/2015		0	building dept	10425 SW 7 ST Sweetwater, FL 33174
Building & Building Regulations	2015-00000504	Active	work without a permit	07/16/2015		0	building dept	11029 SW 5 ST Sweetwater, FL 33174
<b>Jorge Vega Totals:</b>		13 Case(s)						
<b>Grand Totals :</b>		13 Case(s)						

City of Sweetwater  
**Case by Inspector Report**

Date Type: Open Date  
 From Date: 06/11/2015 - To Date: 07/16/2015

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
<b>Inspector:</b> Deyne Hernandez								
Environment	2015-00000467	Complied	CUT THE GRASS	06/17/2015	06/30/2015	13	DEYNE	1690 NW 108 AVE Sweetwater, FL 33172
Environment	2015-00000472	Complied	MUST CUT THE GRASS	06/22/2015	07/07/2015	15	DEYNE	Sweetwater - 25-3031-000-0370
Emergency Services	2015-00000474	Complied	ALARM REGISTRATION	06/25/2015	06/29/2015	4	DEYNE	1845 NW 112 AVE 204 Sweetwater, FL 33172
Taxation	2015-00000477	Complied	OCCUPATIONAL LICENSE	06/26/2015	06/29/2015	3	DEYNE	1845 NW 112 AVE 204 Sweetwater, FL 33172
Environment	2015-00000481	Complied	SERTIC TANK	06/29/2015	07/02/2015	3	DEYNE	11020 SW 2 ST Sweetwater, FL 33174
Emergency Services	2015-00000484	Complied	FALSE ALARMS	07/06/2015	07/09/2015	3	DEYNE	10800 NW 21 ST 140 Sweetwater, FL 33172
Solid Waste	2015-00000490	Complied	GARBAGE	07/07/2015	07/10/2015	3	DEYNE	11277 SW 7 ST Sweetwater, FL 33174
Emergency Services	2015-00000491	Complied	ALARM REGISTRATION	07/09/2015	07/13/2015	4	DEYNE	1845 NW 112 AVE 195 Sweetwater, FL 33172
Solid Waste	2015-00000492	Complied	GARBAGE	07/10/2015	07/13/2015	3	DEYNE	11514 SW 6 TER Sweetwater, FL 33174
<b>Deyne Hernandez Totals:</b>		9 Case(s)						
<b>Grand Totals :</b>		9 Case(s)						

## City of Sweetwater

**Case by Inspector Report**

Date Type: Open Date

From Date: 06/11/2015 - To Date: 07/16/2015

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
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Inspector: Deyne Hernandez

Taxation	2015-00000479	Active	OCCUPATIONAL LICENSE	06/26/2015		20	DEYNE	Sweetwater - 25-3031-001-1020
Taxation	2015-00000480	Active	CERTIF. OF USE	06/26/2015		20	DEYNE	Sweetwater - 25-3031-001-1020
Emergency Services	2015-00000500	Active	ALARM REGISTRATION	07/14/2015		2	DEYNE	1460 NW 107 AVE 39L Sweetwater, FL 33172

Deyne Hernandez Totals: 3 Case(s)

Grand Totals : 3 Case(s)

City of Sweetwater  
**Case by Inspector Report**

Date Type: Open Date  
 From Date: 06/11/2015 - To Date: 07/16/2015

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
Inspector:	Bruno Muniz							
Emergency Services	2015-00000466	Active	FILING ALARM INFORMATION	06/11/2015		35	BRUNO	11401 NW 12 ST 274 SWEETWATER, FL 33172
Taxation	2015-00000482	Active	LICENSE REQUIRED	07/02/2015		14	BRUNO MUNIZ	11401 NW 12 ST SWEETWATER, FL 33172
Taxation	2015-00000483	Active	LICENSE REQUIRED	07/02/2015		14	BRUNO	11401 NW 12 ST 242 SWEETWATER, FL 33172
Taxation	2015-00000485	Active	LICENSE REQUIRED	07/06/2015		10	BRUNO	11401 NW 12 ST RMU8 SWEETWATER, FL 33172
Taxation	2015-00000486	Active	LICENSE REQUIRED	07/06/2015		10	BRUNO	11401 NW 12 ST RMU9 SWEETWATER, FL 33172
Taxation	2015-00000487	Active	LICENSE REQUIRED	07/07/2015		9	BRUNO	11401 NW 12 ST 386 SWEETWATER, FL 33172
Taxation	2015-00000488	Active	LICENSE REQUIRED	07/07/2015		9	BRUNO	11401 NW 12 ST E306 SWEETWATER, FL 33172
Taxation	2015-00000489	Active	LICENSE REQUIRED	07/07/2015		9	BRUNO	11401 NW 12 ST RMU7 SWEETWATER, FL 33172
Taxation	2015-00000493	Active	LICENSE REQUIRED	07/13/2015		3	BRUNO	11401 NW 12 ST E400 SWEETWATER, FL 33172
Taxation	2015-00000498	Active	LICENSE REQUIRED	07/14/2015		2	BRUNO	11401 NW 12 ST RMU31B SWEETWATER, FL 33172
Taxation	2015-00000499	Active	LICENSE REQUIRED	07/14/2015		2	BRUNO	11401 NW 12 ST RMU18B SWEETWATER, FL 33172
Taxation	2015-00000501	Active	LICENSE REQUIRED	07/15/2015		1	BRUNO	11401 NW 12 ST RMU46 SWEETWATER, FL 33172

**Bruno Muniz Totals:** 12 Case(s)

**Grand Totals :** 12 Case(s)

## City of Sweetwater

**Case by Inspector Report**

Date Type: Open Date

From Date: 06/11/2015 - To Date: 07/16/2015

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
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Inspector: Bruno Muniz

Taxation	2015-00000473	Complied	LICENSE REQUIRED	06/23/2015	07/01/2015	8	BRUNO	11401 NW 12 ST RMU72 SWEETWATER, FL 33172
Taxation	2015-00000475	Complied	LICENSE REQUIRED	06/26/2015	07/15/2015	19	BRUNO	11401 NW 12 ST RMU15 SWEETWATER, FL 33172

Bruno Muniz Totals: 2 Case(s)

Grand Totals : 2 Case(s)



Handwritten initials in blue ink, possibly 'JL'.

**PASSPORT OFFICE  
MONTHLY REPORT**

MONTH OF: JULY 2015

Total Passports Executed: 1833  
Total Passport Revenue: \$ 45,825.00

Total Passport Photos: 736  
Total Photo Revenue: \$ 7,360.00

TOTAL INCOME FOR THE MONTH: \$ 53,185.00

Please note:

PREPARED BY: ZULY HERNANDEZ

Marie O. Schmidt, City Clerk \_\_\_\_\_

Orlando Lopez, Mayor \_\_\_\_\_