City of Sweetwater

REGULAR COMMISSION MEETING

AGENDA

MEETING DATE: MONDAY, JANUARY 4, 2016, 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 RAPHAEL TOLEDO TO ADDRESS THE COMMISSION REGARDING HIS LAYOFF FROM THE SWEETWATER POLICE DEPARTMENT.

   B. REQUEST OF FRANCESCO MONETTI TO ADDRESS THE COMMISSION REGARDING THE CITY'S FORECLOSURE ON HIS PROPERTY AT 10995 SW 7 STREET IN SWEETWATER.

10. CONSENT AGENDA.

    A. APPROVAL OF MINUTES FOR AUGUST 5, 2015 WORKSHOP, SEPTEMBER 21(2), SEPTEMBER 28(2) AND OCTOBER 5, 2015.

11. STAFF ITEMS.

    A. AN ORDINANCE OF THE SWEETWATER CITY COMMISSION AMENDING ARTICLE II OF CHAPTER 42 OF THE CODE OF THE CITY OF SWEETWATER, FLORIDA, AS AMENDED, ENTITLED "STOPPING, STANDING, PARKING", MORE PARTICULARLY BY CREATING DIVISION 3, ENTITLED "RESIDENTIAL PARKING PERMITS", PROVIDING DEFINITIONS; PROVIDING FOR THE CREATION OF RESIDENTIAL PARKING AREAS; PROVIDING FOR PERMIT FEES; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING A SEVERABILITY CLAUSE, FOR CODIFICATION AND AN EFFECTIVE DATE. (MAYOR/CHIEF OF POLICE) (SECOND READING AND PUBLIC HEARING)

    B. AN ORDINANCE OF THE SWEETWATER CITY COMMISSION AMENDING CHAPTER 14 OF

THE CODE OF THE CITY OF SWEETWATER, FLORIDA, AS AMENDED, ENTITLED "BUILDINGS", MORE PARTICULARLY BY CREATING ARTICLE III, ENTITLED "SQUATTERS", CREATING DEFINITIONS AND PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING A SEVERABILITY CLAUSE AND AN IMMEDIATE EFFECTIVE DATE. (MAYOR LOPEZ) (SECOND READING AND PUBLIC HEARING)

C. DISCUSSION OF RETENTION WEISS SEROTA, ET AL., IN THE MATTER OF LUCY CASTRO V. CITY OF SWEETWATER BY GUILLERMO CUADRA ALLEGEDLY ON BEHALF OF CITY AND EXPLANATION AS TO WHY THIS MATTER HAS NEVER BEEN BROUGHT TO CITY COMMISSION FOR PRIOR APPROVAL. (MAYOR LOPEZ)

D. A RESOLUTION OF THE CITY OF SWEETWATER COMMISSION RESCINDING RESOLUTION NUMBER 4131, WHICH HAD AUTHORIZED THE MAYOR TO EXPEND $187,697.24 TO PAY VENDORS AS PROVIDED IN AN ACCOUNT PAYABLE REPORT ATTACHED AND INCORPORATED THEREIN; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ)

E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, DIRECTING THE MAYOR TO SEEK FROM THE LOCAL POSTMASTER GENERAL THE PLACEMENT OF A BLUE MAILBOX NEAR THE VICINITY OF CITY HALL AND ANOTHER NEAR SWEETWATER ELEMENTARY; AND REQUIRING A REPORT. (COMMISSIONER SUAREZ)

F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL EDUCATIONAL SERVICES WITH FRANCISCO REGO; AND PROVIDING AN EFFECTIVE DATE (MAYOR LOPEZ)

G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, RETROACTIVELY APPROVING THE ENGAGEMENT OF WEISS SEROTA HELFMAN COLE & BIERMAN (WEISS SEROTA) AS SPECIAL COUNSEL FOR THE CITY IN A CERTAIN APPELLATE MATTER. (CITY ATTORNEY CUADRA)

H. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER AUTHORIZING THE MAYOR TO ESTABLISH A NONPROFIT ENTITY FOR THE PURPOSES OF INDEPENDENTLY MANAGING AND COORDINATING THE POLICE OFF-DUTY SERVICES PROVIDED BY THE CITY OF SWEETWATER ; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR EFFECTIVE DATE. (MAYOR LOPEZ)

I. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING AN ENGAGEMENT CONTRACT BETWEEN GUILLERMO CUADRA P.A. AND THE CITY OF SWEETWATER, FLORIDA FOR CITY ATTORNEY SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE. (CITY ATTORNEY CUADRA)

J. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, DIRECTING SPECIAL COUNSEL FOR THE CITY, GENOVESE JOBLOVE & BATTISTA, P.A., TO FILE SUIT IN A COURT OF COMPETENT JURISDICTION TO RESOLVE THE ISSUES IN DISPUTE BETWEEN THE CITY COMMISSION AND THE MAYOR; AND PROVIDING AN EFFECTIVE DATE. (COMMISSION PRESIDENT DIAZ)

K. ACCEPTANCE OF DONATION OF CITY POLICE VEHICLES TO THE SWEETWATER POLICE DEPARTMENT FROM THE CITY OF MIAMI. (MAYOR LOPEZ)

L. CONSIDERATION AND AUTHORIZATION FOR MAYOR TO RETAIN LAW FIRM FOR LITIGATION. (MAYOR LOPEZ)

M. DISCUSSION OF SPECIAL EVENTS OCCURRING ON NEAR DORAL/SWEETWATER CITY LIMITS; IMPOSING CONTROLS AS TO PLACE, MANNER, TIMING AND SCOPE; AND POSSIBLE INTERLOCAL AGREEMENT WITH CITY OF DORAL GOVERNING SAID EVENTS. (MAYOR LOPEZ)

N. AUTHORIZATION TO PAY INVOICES #1565, 1677 AND 1681 FOR IT SERVICES FROM IDF. (MAYOR LOPEZ)

O. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SWEETWATER AND THE MIAMI-DADE STATE ATTORNEY'S OFFICE TO PROSECUTE CRIMINAL MUNICIPAL ORDINANCE VIOLATIONS OF THE CITY OF SWEETWATER CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (MAYOR LOPEZ)

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.

PETTITIONS – COMMUNICATIONS – REMONSTRANCES

FRANCESCO MONETTI

Ph. 786-412569 2. cel

RE: 10995 SW. 7 ST
SWEETWATER FL. 33174

CONSENT AGENDA

CITY OF SWEETWATER

MINUTES OF BUDGET WORKSHOP

AUGUST 5, 2015

Present were Vice President Jose Bergouignan, Commissioners Prisca Barreto, Manuel Duasso, Idania Llanio and Eduardo L. Suarez; City Attorney Guillermo Cuadra and City Clerk Marie Schmidt. Commission President Diaz and Mayor Lopez were absent.

Commissioner Bergouignan explained that there is $693,000 of unbudgeted personnel. One employee is being paid $8,000 more than budgeted. Five in the Police Department are not budgeted. Impact and concurrency monies are also not in the budget. He proposed that the operation of the trolleys be privatized and that an advertisement be placed for an RFP. The City can increase fees, raise rent for the Court, use forfeiture funds for some of the vehicle leases and administrative fees from the grants to bring in additional revenue.

Commissioners Suarez and Llanio stated all unbudgeted employees must go.

Commissioners Barreto and Bergouignan had questions on numerous line items in the budget but there were no administrative personnel present to clarify.

Commissioner Bergouignan asked the City Attorney to determine if the $300,000 in excess funds in the Elected Officials Pension Plan can be transferred to General Fund. Also mentioned were the helicopter and MRA

SPECIAL COMMISSION MEETING

MINUTES

MEETING DATE: MONDAY, SEPTEMBER 21, 2015 AT 8:00 PM COMMISSION CHAMBERS, 500 SW 109 AVENUE

1. ROLL CALL.

Present: Honorable Jose M. Diaz, Commission President; Commissioners Prisca Barreto, Jose Bergouignan, Jr., Manuel Duasso, Idania Llanio, Isolina Marono and Eduardo M. Suarez; City Attorney Guillermo Cuadra and City Clerk Marie O. Schmidt.

Absent: Mayor Orlando Lopez.

2. PLEDGE OF ALLEGIANCE.

President Diaz led the Pledge of Allegiance.

3. INVOCATION.

President Diaz gave the Invocation.

4. PUBLIC COMMENTS.

Sgt. Allen St. Germain spoke in support of the police officers in the audience who had lost their jobs.

Officer Eric Masnata spoke against the political atmosphere regarding layoffs in the Police Department and asked that the layoffs be rescinded and the officers be reinstated.

Officer Ernesto Barquin spoke against the layoffs and the manner in which they were done.

Officer Christian Boada supported the officers who were laid off and asked that the Administration look at other solutions first.

Officer Jaime Richter supported the officers who were laid off.

5. RATIFICATION OF MAYOR'S APPOINTEES FOR POLICE CHIEF, PUBLIC WORKS DIRECTOR AND PARKS AND RECREATION DIRECTOR.

Upon motion by Commissioner Bergouignan, second by Commissioner Marono and 6-1 vote, the Commission ratified the appointment of Ricardo Mendez as Finance Director. Commissioner Duasso cast the dissenting vote.

Discussion was held on the Parks and Recreation Director. The consensus was to let the position remain unfunded for at least the first quarter of the new budget or until the financial situation improves.

6. SETTLEMENT WITH PBA ON GRIEVANCE REGARDING HEALTH INSURANCE.

City Attorney Cuadra explained the settlement agreement presented to the Commission is approved by the PBA and settles the grievance filed by the PBA last year. Upon motion by President Diaz, second by Commissioners Llanio and Duasso and unanimous 7-0 vote, the settlement agreement was approved. Any appropriation required will be made at a later date.

7. SETTLEMENT WITH PBA ON PAYMENT OF PENSION MONIES FROM PRIOR YEARS.

Mr. Cuadra advised he is still working on the settlement documents. Deferred to the meeting of 9/28/15.

8. CONSIDERATION OF CHANGES TO FISCAL YEAR 2015-2016 CITY BUDGET.

The following amendments were proposed by the City Commission:

EXECUTIVE - LEGISLATIVE - ADMINISTRATION

511-220-001 Fund this position with same benefits as before.
513-210-001 - unfund
513-535-002 - unfund
513-216-001 - increase salary to $40,000 full time. Determine if position can be legislative.
522049 - Return back to $110,680.
547653 - Decrease to $14,000
522050 - -0-
544646 - $500
548840 - $1,000
525101 - $4,000
534141 - $4,470
535599 - $50,000
544646 - $1,750
546652 - $798
548840 - $1,800

LAW ENFORCEMENT

Make a new line for Chief of Police and fund with $115,584 total all.
521-410-001- unfund
521-401-001 - unfund

521-410-002 - unfund
521-401-003 - unfund
539949 - $3,352
544646 - $77,000
546652 - $208,939
547051 - $15,801

Commissioner Duasso was excused and left the meeting.

SENIOR CENTER

546852 - $40,000 meals unserved

Dir. Of Operations Robert Herrada asked for Arts and English professors for the participants. Question on line 47 on Pg. 62, is Oscar Garcia listed in salaries and in Special events as well?

Commissioner Marono was excused and left the meeting at this point.

Upon motion, second and unanimous 5-0 vote, this meeting was recessed at 11:10 P.M. to re-convene at 8 P.M. on Wednesday, September 23, 2015.

Marie O. Schmidt, MMC
City Clerk

Continuation of meeting - September 23, 2015.

The meeting was called back to order at 8:07 P.M. Present were Commission President Jose M. Diaz; Commissioners Prisca Barreto, Manuel Duasso, Idania Llanio, Isolina Marono and Eduardo M. Suarez; City Attorney Guillermo Cuadra and City Clerk Marie Schmidt. Absent were Mayor Orlando Lopez and Commissioner Jose Bergouignan, Jr.

President Diaz asked the City Attorney to research the possibility of not giving salary increases to non-bargaining unit employees and the legality of a non-City employee driving a city car.

President Diaz proposed the following line item changes:

513-525-004 - unfund.
541633 - leave at $5,000.
544647 - reduce to $5,000.
546654 - reduce to $14,500.
544246 - reduce to $10,000.
544646 - reduce to $25,000.

Pay cut of 10% for every position not covered by a collective bargaining agreement.

Commissioner Marono proposed to cut health insurance benefits for employees who are also covered by another insurance.

There being no further business to be discussed, the meeting was declared adjourned at 9:54 P.M.

Marie O. Schmidt, MMC
City Clerk

Commission Amendment

FY 2015-2016 Budget

Commission Meeting 9/21/15

Additions

Account #	2015-2016 Proposed Budget	Position #	Budgeted	Proposed Addition	Variance
Rescinded Positions	Comm. Secretary	511-220-001	$ -	$ 67,011	$ (67,011)
Rescinded Positions	Constituent Services	513-211-001	-	47,910	$ (47,910)
Rescinded Positions	Master Sergeant	521-421-001	-	71,939	$ (71,939)
Rescinded Positions	Full Time Police Officer	521-430-002	-	74,640	$ (74,640)
Rescinded Positions	Police PT	521-430-004	-	71,962	$ (71,962)
Rescinded Positions	Police FT	521-430-034	-	75,056	$ (75,056)
Rescinded Positions	Police FT	521-430-040	-	75,020	$ (75,020)
Rescinded Positions	Police Officer	521-430-042	-	75,366	$ (75,366)
Rescinded Positions	Full Time Police Officer	521-430-043	-	71,307	$ (71,307)
Rescinded Positions	Police Full Time	521-430-044	-	70,169	$ (70,169)
Rescinded Positions	Police Full Time	521-430-045	-	70,169	$ (70,169)
Rescinded Positions	Police Full Time	521-430-047	-	67,196	$ (67,196)
Rescinded Positions	Police PT	521-450-019	-	36,041	$ (36,041)
Rescinded Positions	Police PT	521-450-021	-	36,041	$ (36,041)
Rescinded Positions	Police PT	521-450-025	-	36,041	$ (36,041)
Rescinded Positions	Police PT	521-450-028	-	36,041	$ (36,041)
Rescinded Positions	Police PT	521-451-023	-	36,041	$ (36,041)
Rescinded Positions	Police PT	521-455-001	-	36,041	$ (36,041)
Rescinded Positions	Police PT	521-455-003	-	36,041	$ (36,041)
Rescinded Positions	Red Light Camera	521-510-002	-	55,467	$ (55,467)
Rescinded Positions	Dispatcher PT	521-555-005	-	22,263	$ (22,263)
Rescinded Positions	Dispatcher PT	521-555-006	-	22,263	$ (22,263)
Rescinded Positions	Dispatcher PT	521-555-007	-	22,263	$ (22,263)
Rescinded Positions	City Planner	524-665-001	-	124,476	$ (124,476)
Rescinded Positions	Adm. Assistance Maint	541-220-003	-	45,846	$ (45,846)
Rescinded Positions	Maintenance Worker 1 Temp	541-510-001	-	16,172	$ (16,172)
Rescinded Positions	Maintenance Worker 1 Temp	541-510-002	-	22,418	$ (22,418)
Rescinded Positions	Maintenance Worker 1 Temp	541-510-003	-	61,456	$ (61,456)
Rescinded Positions	Maintenance Worker 1	541-910-012	-	57,837	$ (57,837)
Rescinded Positions	Maintenance Worker 1	541-910-013	-	50,142	$ (50,142)
New Position	Chief of Police	521-410-001	-	115,584	$ (115,584)
Addition to Salary	TV Production Services	513-216-001	31,500	40,000	$ (8,500)
Additional Taxes	TV Production Services	513-216-001	-	650	$ (650)
Pension	TV Production Services	513-216-001	-	4,493	$ (4,493)
	Total Personnel Expenses				$ (1,719,863)
522049	Comm. Expense Account		35,000	110,680	$ (75,680)
534244	Communications - Emails		24,000	45,600	$ (21,600)
544048	IT Services		-	176,000	$ (176,000)
547653	Commissioners Office		-	14,000	$ (14,000)
546852	Supplies - Meals		39,420	40,000	$ (580)
	Total Expenses				$ (2,007,723)

Total Budget Deficit as per 9/21/15 Meeting $ (1,264,410)

Reductions

Account #	Account Name	Position #	2015-2016 Proposed Budget	Proposed Amendment	Variance
512	**Executive**				
522050	Mayor's Expenses		5,000	-	5,000
544646	R&M - Vehicles		1,750	500	1,250
548840	Mayor's Travel Expenses		5,000	1,000	4,000
513	**Administration**				
525101	Emergency - Disaster Serv.		14,000	4,000	10,000
534141	Communications - Cell Phones		7,288	4,470	2,818
535599	Contingency - Reserved		100,000	50,000	50,000
544646	R&M Vehicles		7,750	1,750	6,000
546652	Supplies - Gasoline		8,798	798	8,000
548840	Travel Expenses		8,800	1,800	7,000
521	**Law Enforcement**				
525478	Uniform Allowance		1,500	-	1,500
544646	R&M - Vehicles		127,005	77,000	50,005
546652	Supplies - Gasoline		238,939	208,939	30,000
547051	Supplies - Office		19,801	15,801	4,000
	IT Manager	513-535-002	79,668	-	79,668
	Public Information Off.	513-210-001	74,942	-	74,942
	Deputy Chief	521-410-001	115,584	-	115,584
	Assistance Chief	521-410-002	101,221	-	101,221
	Assistance Chief	521-410-003	102,842	-	102,842
	Police Major	521-401-001	89,483	-	89,483
	Total Savings				$ 743,313

Commission Amendment

FY 2015-2016 Budget

Commission Meeting 9/23/15

Additions

Account #	2015-2016 Proposed Budget	Position #	Budgeted	Proposed Addition	Variance
513	Administration				
541331	Professional Fees - Misc. Legal		-	150,000	$ (150,000)
					$ (150,000)

Reductions

Account #	Account Name	Position #	2015-2016 Proposed Budget	Proposed Amendment	Variance
513	Administration				
	Passport Clerk - Full Time	513-525-004	43,474	-	43,474
521	Law Enforcement				
541633	Professional Fees - Outside Legal		7,200	5,000	2,200
544647	R&M - Motorcycles		14,400	5,000	9,400
546654	SunPass Operations		16,274	14,500	1,774
541	Public Works				
544246	R&M Building Maintenance		18,000	10,000	8,000
544646	R&M Vehicles		30,000	25,000	5,000
					$ 69,848

Total Budget Amendments as per 9/23/15 Meeting $ (80,152)

Savings $ 813,161

endments - Meetings 9/21, 9/23

Additional Expenses $ (2,157,723)

Total Budget Deficit as per 9/21/15, 9/23/15 Meeting Amendments $ (1,344,562)

CITY OF SWEETWATER

SPECIAL COMMISSION MEETING

MINUTES

MEETING DATE:MONDAY, SEPTEMBER 21,2015 AT 8;15 PM COMMISSION CHAMBERS, 500 SW 109 AVENUE

1. ROLL CALL.

Present: Honorable Jose M. Diaz, Commission President; Commissioners Prisca Barreto, Jose Bergouignan, Jr., Manuel Duasso, Idania Llanio, Isolina Marono and Eduardo M. Suarez; City Attorney Guillermo Cuadra and City Clerk Marie O. Schmidt.

Absent: Mayor Orlando Lopez and Commissioners Manuel Duasso and Isolina Marono.

2. PLEDGE OF ALLEGIANCE.

Recited at 8:00 meeting.

3. INVOCATION.

Given at 8:00 P.M. meeting.

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE ALLIANCE FOR AGING, INC., TO PROVIDE MEALS, RECREATION, AND TRANSPORTATION SERVICES FOR THE ELDERLY; PROVIDING FOR SUBSEQUENT RENEWALS; AND PROVIDING FOR AN EFFECTIVE DATE. MAYOR LOPEZ/ DIRECTOR OF OPERATIONS

Upon motion by Commissioner Barreto, second by Commissioner Bergouignan and unanimous 5-0 vote, the foregoing resolution was adopted and assigned #4105.

5. ADJOURNMENT.

There being no further business before the City Commission, the meeting was declared adjourned at 11:14 P.M.

Marie O. Schmidt, MMC
City Clerk

THIS MEETING WAS CALLED AT THE REQUEST MAYOR LOPEZ

SPECIAL COMMISSION MEETING

MINUTES

MEETING DATE: MONDAY, SEPTEMBER 28, 2015 AT 8:00 PM COMMISSION CHAMBERS, 500 SW 109 AVENUE

1. ROLL CALL.

Present: Honorable Orlando Lopez, Mayor; Commission President Jose M. Diaz; Commissioners Prisca Barreto, Jose Bergouignan, Jr., Manuel Duasso, Idania Llanio, Isolina Marono and Eduardo M. Suarez; City Attorney Guillermo Cuadra and City Clerk Marie Schmidt.

2. PLEDGE OF ALLEGIANCE.

President Diaz led the Pledge of Allegiance.

3. INVOCATION.

President Diaz gave the Invocation.

4. PUBLIC COMMENTS.

None.

5. A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF SWEETWATER ADOPTING THE FINAL MILLAGE RATE OF THE CITY OF SWEETWATER FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 PURSUANT TO FLORIDA STATUTE SECTION 200.065 (TRIM BILL); AUTHORIZING TRANSMITTAL AND PROVIDING AN EFFECTIVE DATE. (SECOND PUBLIC HEARING)

The public hearing was opened. Thee being no persons interested in speaking, the public hearing was closed. President Diaz read the portion of the resolution setting forth the final millage rate and the rolled back rate. Upon motion by Commissioner Bergouignan, second by Commissioner Llanio and 6-1 roll call vote, the forgoing resolution was adopted and assigned #4106. Commissioner Marono cast the dissenting vote.

6. A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF SWEETWATER ADOPTING THE FINAL BUDGET OF THE CITY OF SWEETWATER FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 PURSUANT TO FLORIDA STATUTE SECTION 200.065 (TRIM BILL); PROVIDING FOR EFFECTIVE

DATE. (SECOND PUBLIC HEARING)

The public hearing was opened. There being no persons interested in speaking, the public hearing was closed. A document listing all the changes in the 15-16 budget discussed by the City Commission in the past month was distributed by the Finance Director. It contained a budget deficit of over one million dollars.

Commissioner Bergouignan proposed the sale of the property on NW 17 Street and the use of the profit from the sale to balance the budget. Mayor Lopez stated this is the only funding source to pay off the overdue line of credit of 1.9 million dollars which is not in the budget because they were not aware of the default in payments until recently.

Finance Director Mendez discussed the cash flow situation and cautioned the City is not financially able to absorb the additional expense of personnel the Commission wants to add back into the budget. Discussion continued on the credit line obligations and the half million final reimbursement monies the City will receive which can not be used for anything but paying down the credit line.

Upon motion by Commissioner Bergouignan, second by Commissioner Llanio and 6-1 roll call vote, the final budget for fiscal year 2015-2016 was adopted as amended with the changes indicated in the document Mr. Mendez distributed along with the sale of the land as discussed with the profit to balance the budget and any left over funds will be put in the reserve fund account. Commissioner Marono cast the dissenting vote. Commissioner Bergouignan asked for peace between the Administration and the Commission and that everyone let "bygones be bygones".

7. CONSIDERATION OF MAYOR'S VETO OF RESOLUTION NO. 4092. (CODE REQUIREMENT)

Upon motion by Commissioner Llanio, second by Commissioner Bergouignan and 6-1 roll call vote, the Mayor's veto was overridden and Resolution 4092 was put into effect. Commissioner Marono cast the dissenting vote.

8. RATIFICATION OF DEPARTMENT HEADS. (CODE REQUIREMENT)

Mayor Lopez submitted for ratification his appointment of Alan Abolila as Director of Public Works. Upon motion by Commissioner Bergouignan, second by Commissioner Duasso and unanimous 7-0 roll call vote, Mr. Abolila was ratified. He will also serve as Interim Park Director as well. No name was submitted for Chief of Police.

7. ADJOURNMENT.

There being no further business before the City Commission, the meeting was adjourned at 8:57 P.M.

Marie O. Schmidt, MMC
City Clerk

SPECIAL COMMISSION MEETING

MINUTES

MEETING DATE:MONDAY, SEPTEMBER, 28, 2015 AT 8:15 PM COMMISSION CHAMBERS, 500 SW 109 AVENUE

1. ROLL CALL.

Present: Honorable Orlando Lopez, Mayor; Commission President Jose M. Diaz; Commissioners Prisca Barreto, Jose Bergouignan, Jr., Manuel Duasso, Idania Llanio, Isolina Marono and Eduardo M. Suarez; City Attorney Guillermo Cuadra and City Clerk Marie Schmidt.

2. PLEDGE OF ALLEGIANCE.

Recited at the 8:00 P.M. meeting.

3. INVOCATION.

Given at the 8:00 P.M. meeting.

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE 2016 NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) GRANT AGREEMENT WITH THE ALLIANCE FOR AGING, INC., TO PROVIDE CONGREGATE AND HOME-DELIVERED MEALS; PROVIDING FOR SUBSEQUENT RENEWALS; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ/GRANTS ADMINISTRATOR)

It was found that the amount of the grant as set forth in the resolution was incorrect. Upon motion by Commissioner Suarez, second by Commissioner Duasso and unanimous 7-0 vote the resolution was amended to read $79,336.71. Upon motion by Commissioner Llanio, second by Commissioner Marono and unanimous 7-0 vote, the foregoing resolution as amended, adopted and assigned #4108.

5. ADJOURNMENT.

There being no further business before the City Commission, the meeting was declared adjourned at 9:02 P.M.

Marie O. Schmidt, MMC
City Clerk

THIS MEETING WAS CALLED AT THE REQUEST OF MAYOR LOPEZ

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 DAY BEFORE THE MEETING IN ORDER TO REQUEST SUCH ASSISTANCE.

CITY OF SWEETWATER

REGULAR COMMISSION MEETING

MINUTES

MEETING DATE: MONDAY, OCTOBER 5, 2015, AT 8:00 P.M. COMMISSION CHAMBERS, 500 SW 109 AVENUE

1. ROLL CALL.

Present: Honorable Orlando Lopez, Mayor; Commission President Jose M. Diaz; Commissioners Prisca Barreto, Jose Bergouignan, Jr., Manuel Duasso, Idania Llanio and Isolina Marono; City Attorney Guillermo Cuadra and City Clerk Marie Schmidt.

Absent: Commissioner Eduardo M. Suarez.

2. PLEDGE OF ALLEGIANCE.

President Diaz led the Pledge of Allegiance.

3. INVOCATION.

President Diaz gave the Invocation.

4. SPECIAL PRESENTATIONS.

None.

5. PRESENTATION OF EMPLOYEE OF THE MONTH AWARD.

None.

6. PRESENTATION OF OFFICER OF THE MONTH AWARD.

None.

7. REPORTS OF OFFICERS, BOARDS AND COMMITTEES.

None.

8. ADDITIONS AND DELETIONS TO THE AGENDA.

Commissioner Marono invoked the four-day rule for all items being added. It was agreed that a special meeting will be called for 7:00P.M. on October 12, 2015 to hear the proposed additions. The City Clerk was requested to add "RATIFICATION OF DEPARTMENT HEADS" to the agenda.

9. PETITIONS - COMMUNICATIONS - REMONSTRANCES.

None.

10. CONSENT AGENDA.

Upon motion by Commissioner Marono, second by Commissioner Bergouignan and unanimous 6-0 vote, Item A on the Consent Agenda was adopted as presented by the City Clerk.

A. APPROVAL OF MINUTES FOR AUGUST 10, AUGUST 18 AND AUGUST 26, 2015.

11. STAFF ITEMS.

None.

12. REPORTS.

A. POLICE AND CODE ENFORCEMENT REPORT.

No action taken.

B. PARKS AND RECREATION REPORT.

No action taken.

C. MAINTENANCE DEPARTMENT REPORT.

No action taken.

D. CITY ATTORNEY REPORT.

None.

E. MAYOR'S REPORT.

Mayor Lopez reported on the IRS Audit and on the possibility of their agreeing to a one year extension on the credit line.

F. COMMISSIONERS REPORT.

Commissioner Bergouignan asked about his amnesty for illegal construction. The City Attorney advised he is working on it.

G. ELDERLY SERVICES PROGRAM REPORT.

No action taken.

H. SPECIAL PROJECTS REPORT.

No action taken.

I. BUILDING AND ZONING REPORT.

No action taken.

J. FINANCE REPORT.

No action taken.

K. CITY CLERK'S REPORT.

No action taken.

L. HUMAN RESOURCES REPORT.

No action taken.

13. UNFINISHED BUSINESS.

None.

14. NEW BUSINESS.

None.

15. GOOD OF THE ORDER.

None.

16. ADJOURNMENT.

There being no further business before the City Commission, the meeting was declared adjourned at 8:15 P.M.

Marie O. Schmidt, MMC
City Clerk

STAFF ITEMS

AN ORDINANCE OF THE SWEETWATER CITY COMMISSION AMENDING ARTICLE II OF CHAPTER 42 OF THE CODE OF THE CITY OF SWEETWATER, FLORIDA, AS AMENDED, ENTITLED "STOPPING, STANDING, PARKING", MORE PARTICULARLY BY CREATING DIVISION 3, ENTITLED "RESIDENTIAL PARKING PERMITS", PROVIDING DEFINITIONS; PROVIDING FOR THE CREATION OF RESIDENTIAL PARKING AREAS; PROVIDING FOR PERMIT FEES; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING A SEVERABILITY CLAUSE, PROVIDING FOR CODIFICATION; AND AN EFFECTIVE DATE.

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

Section 1. Chapter 42 of the Code of the City of Sweetwater, Florida, is hereby amended to read as follows[1]:

CHAPTER 42

MOTOR VEHICLES AND TRAFFIC

* * *

ARTICLE II

STOPPING, STANDING, PARKING

* * *

DIVISION 3. - RESIDENTIAL PARKING PERMITS

Sec. 42-51. - Declaration of necessity and purpose.

It is hereby found and declared that:

(1) There exists within certain residential areas of the city, a heavy concentration of vehicles that park all day or all evening, or that in the evening hours are driven therein without specific destination and congregating at various points committing offenses against the peace and dignity of the city and the residents thereof.

[1] (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)

(2) The presence of these vehicles cause vehicular congestion on residential streets, impede the movement of traffic, and unduly restrict entry of residents to their homes.

(3) Such vehicular congestion creates polluted air, excessive noise, and trash and refuse.

(4) That the conditions and evils mentioned in subsections (1), (2) and (3) of this section create blighted or deteriorated residential areas.

(5) The establishment of residential permit parking areas will help to preserve the character of these areas as residential neighborhoods, will preserve property values, and will preserve the safety of children and other pedestrians.

(6) The establishment of residential permit parking areas will promote efficiency in the maintenance of those streets.

(7) Residential permit parking regulations are necessary to promote the health, safety and welfare of the inhabitants of the city

Sec. 42-52. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commuter vehicle means a motor vehicle operated in or parked in a residential area by a person not a resident of the city.

Impacted by commuter vehicles means:

(1) A condition whereby:

a. The total number of spaces actually occupied by any vehicles exceeds 70 percent of the number of spaces on such streets on the weekdays of any month; and

b. The average number of commuter vehicles parking on streets in a residential area is in excess of twenty-five (25) percent of the number of parking spaces on such streets; or

(2) A condition whereby an undue number of commuter vehicles are being driven into or left in a residential area regularly between the hours of 7:00 p.m. and 6:00 a.m. of the following day, parking therein for purposes unrelated to residential uses.

Residential area means a contiguous area containing public streets or parts thereof primarily abutted by residential property or residential and nonbusiness property such as cemeteries, parks, churches, hospitals, and nursing homes. A residential area shall contain at least half a city block.

Resident means anyone residing within the city limits for any portion of the year that can provide a current driver's license or valid identification, a current motor vehicle registration and two of the following proofs of residency:

- Proof of ownership of their residentially utilized property ownership within the city limits; or
- Current lease for their residentially utilized property within the city limits; or
- Voter registration demonstrating their residency within the city limits; or
- A utility bill for their residentially utilized property within the city limits.

Sec. 42.53. - Creation of residential permit parking area.

(a) Whenever the Mayor shall make a determination that a residential area is impacted by commuter vehicles in accordance with the criteria set forth in sections 42-51 and 42-52, he may initiate the creation of a residential permit parking area. A request for a determination by the Mayor may also be initiated through petition of a majority of the bona fide residents of a residential area.

(b) After initiation of the creation of a residential permit parking area by the Mayor as set forth in subsection (a) of this section, the city commission shall hold a public hearing on the matter. Such public hearing shall be held only after:

(1) Notices have been mailed or personally delivered to every household that can reasonably be established within the area under consideration; and

(2) Notice has been posted in the area under consideration fifteen (15) days prior to the hearing date. The notice shall clearly state the purpose of the hearing and the exact location and boundaries of the proposed residential parking permit area.

(c) The city commission shall, by resolution, approve or disapprove the creation of the residential parking permit area.

Sec. 42.54. - Issuance of permits; placement of signs.

(a) Following city commission approval of the designation of a residential parking permit area, the Mayor shall issue the appropriate permits and shall cause parking

signs to be erected in the area, indicating the times and locations where permit parking shall be permitted, and clearly stating "tow-away zones."

(b) A permit shall be issued upon application and payment of fees, if any, only to the owner or the operator of a motor vehicle who resides on property immediately adjacent to a street or other location within the designated area.

(c) Permit fees, if any, shall be approved by resolution of the city commission. The Mayor shall calculate the permit fees based on the actual cost of manufacture and installation of pertinent signs, applications, permits and administrative costs in connection with the issuance of permits and present recommended fees to the city commission for approval.

(d) The application for a permit shall contain the name of the owner or operator of the motor vehicle, residential address, phone number, make and model of the motor vehicle, a copy of his driver's license, and a photostatic copy of the vehicle registration. If the applicant is a lessee, a copy of a current valid lease or a utility bill showing proof of residency shall also be made part of the application. The permittee shall apply in person for the initial permit and shall present all required documentation. Personal appearance shall be required for permit renewals. Renewal of a permit shall be annually in accordance with the conditions and procedures as specified by the Mayor and approved by the city commission.

(e) The permit shall be displayed on the lower left corner of the outside rear window or on the left rear bumper of the vehicle.

(f) The Mayor is hereby authorized to make provisions for:

(1) The issuance and collection of fees, if any, for temporary permits to bona fide visitors to residences within designated residential permit parking areas; and

(2) The issuance of special permits to allow service and delivery vehicles to park in the area under extenuating circumstances.

Sec. 42-55. - Parking in residential permit areas.

(a) The holder of a residential parking permit that is properly displayed shall be permitted to stand or park a motor vehicle in the appropriately designated parking area. While a vehicle for which a residential parking permit has been issued is so parked, such permit shall be displayed so as to be clearly visible to enforcement personnel. A residential parking permit shall not guarantee or reserve to the holder a parking space within the designated parking area.

(b) A residential parking permit shall not authorize the holder of the permit to park in spaces or areas designated by law as restricted or prohibited parking (loading

zones, fire hydrants, disabled, or other such regulated areas), nor shall it exempt him from the observance of any traffic regulations, other than parking time limits.

(c) Time limits for parking in each residential permit area shall be posted in plain view and shall be strictly enforced.

Sec. 42-56. - Enforcement.

Vehicles found within a residential permit area during the time limits posted without a valid permit for that area:

(1) Shall be issued a uniform parking citation pursuant to this Chapter; and

(2) May be towed pursuant to this Chapter.

Sec. 42-57. - Parking permit violations.

It shall be unlawful for any person to represent that he is entitled to a residential parking permit when he is not entitled, or to hold or display such a permit at any time when he is not entitled.

Sec. 42-58. - Revocation of permits and penalties.

(a) The Mayor is authorized to revoke the residential parking permit of any individual found to be in violation of the provisions of this division.

(b) Failure to surrender a revoked permit within ten working days of written notification from the parking department shall carry the following penalties:

(1) The violator shall not be allowed to reapply for another permit for six (6) months.

(2) Once restored, if the permit holder should once again have his permit revoked by the department, the resident would be restricted from applying for one (1) year.

Sec. 42-59. - Exemptions.

Vehicles with valid handicapped license plates issued by the department of motor vehicles and displaying the internationally accepted wheelchair symbol, handicapped parking permit, or disabled veteran motor vehicle license plate are exempt from the requirements of this division.

Section 2. 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 3. 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	____

AN ORDINANCE OF THE SWEETWATER CITY COMMISSION AMENDING CHAPTER 14 OF THE CODE OF THE CITY OF SWEETWATER, FLORIDA, AS AMENDED, ENTITLED "BUILDINGS", MORE PARTICULARLY BY CREATING ARTICLE III, ENTITLED "SQUATTERS", CREATING DEFINITIONS AND PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR CODIFICATION; AND PROVIDING A SEVERABILITY CLAUSE AND AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, squatting in vacant or abandoned properties in Miami-Dade County has become an increasing problem; and

WHEREAS, the unauthorized occupation of a residence by squatters poses numerous public safety concerns to the lawful owner or lessee and to the surrounding community and is a public nuisance; and

WHEREAS, the City Commission wishes to prevent future instances of squatting in the City of Sweetwater and to ensure that provisions are in place to remove squatters from properties being unlawfully occupied;

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

Section 1. The recitals and findings contained in the Preamble to this Ordinance are adopted by reference and incorporated as fully set forth in this Section.

Section 2. Chapter 14 of the Code of the City of Sweetwater, Florida, is hereby amended to read as follows[1]:

CHAPTER 14

BUILDINGS

* * *

ARTICLE III. SQUATTERS

[1] (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)

Sec. 14-36. Definitions.

Unless otherwise expressly stated, the following terms shall, for the purpose of this article, have the meanings indicated in this section:

Squatting is defined as the occupation of private property without authorization from the owner or lessee.

Squatters are defined as occupants of private property without authorization from the owner or lessee.

Lessee is defined to include the lessee, any sublessee, or any other legal occupant of the premises.

Sec. 14-37. Squatting prohibited.

Squatting is a public nuisance and is prohibited in the City of Sweetwater.

Sec. 14-38. Action to remove squatters.

A property owner or lessee is required to take all lawful measures to prevent or remove squatters.

Sec. 14-39. Penalties.

Any violation of the provisions of this Article may be cited pursuant to chapter 2 of the Code of the City of Sweetwater, and shall result in a fine of $500.00 for each day the violation remains uncured.

Sec. 14-40. Removal of squatters and lien for costs of removal.

The city is authorized to remove squatters from private property and to secure the property. The property owner or lessee shall reimburse the city for the expenses incurred in removing the squatters and securing the property. If the property owner or lessee does not reimburse the city for the cost of removing the squatters and securing the property within 30 days of the date the city sends an invoice, then the city may lien the property with such cost, along with an administrative fee of $500.00 to recover administrative personnel service costs. The city shall have a special assessment lien that it may record in the public records of Miami-Dade County. The lien shall accrue interest at the maximum legal rate from the date of the city's invoice until the costs and administrative fee are paid. The city may foreclose on such lien pursuant to Sec. 2-372 of this Code. Such lien shall have equal dignity with a tax lien.

Sec. 14-41. Notice and hearing.

The city shall post a notice at the property indicating its intent to remove squatters and secure the property at least five days in advance of any such action. The city shall also make reasonable efforts to separately notify the property owner or lessee. The city may provide shorter notice, or act immediately without prior notice, where warranted by an emergency, such as a danger to the occupants or threat to public safety. Any appeal of the notice must be received by the city within three days of posting. The failure to appeal constitutes an admission that the occupants are squatters and an agreement to the remedy of removal. If an appeal is timely received, the city shall set an administrative hearing before a special master, and the matter shall be heard on an expedited basis prior to the removal of the occupants, unless such prior removal is warranted by an emergency, such as a danger to the occupants (i.e. unfit dwelling) or threat to public safety, in which event the hearing shall be held on an expedited basis following the removal.

Sec. 14-42. Presumption.

Squatting may be presumed where the occupant of the property is unable to produce a written document, such as a lease, license, or other written proof of authorization from the property owner or lessee, demonstrating that the occupant has permission to be on the property. Such presumption may be rebutted if the occupant provides competent, substantial evidence demonstrating authorization to be in the premises. The presumption stated herein is not the exclusive method for determining whether squatting is occurring on a specific property.

Sec. 14-43. Other remedies.

The remedies referenced in this are cumulative with other available remedies pursuant to state law, including but not limited to an arrest and prosecution for criminal, civil remedies, and fines, and are not exclusive. The city may remove trespassers from a property pursuant to state laws, including in cases where a lawful trespass warning has been provided and the occupants refuse to vacate the property.

Sec. 14-44. Liability.

Law enforcement officers and code enforcement officers, as well as city staff and agents, are immune from civil or criminal liability for actions taken to remove squatters and secure property pursuant to the authority provided herein.

Section 2. 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 3. 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 4. 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	____

Marie Schmidt

From: Ralph Ventura
Sent: Monday, December 28, 2015 10:14 AM
To: Marie Schmidt; Carmen Garcia
Cc: Mayor Orlando Lopez
Subject: Item for Agenda

Please place the following on Monday's agenda as an item for discussion. Please include the below email string as documentation along with the recent Weiss Serota invoice submitted sometime in November or December of this year.

DISCUSSION OF RETENTION WEISS SEROTA, ET AL., IN THE MATTER OF LUCY CASTRO V. CITY OF SWEETWATER BY GUILLERMO CUADRA ALLEGEDLY ON BEHALF OF CITY AND EXPLANATION AS TO WHY THIS MATTER HAS NEVER BEEN BROUGHT TO CITY COMMISSION FOR PRIOR APPROVAL.

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

"Far better it is to dare mighty things,
to win glorious triumphs even though checkered by failure,
than to rank with those poor spirits who neither enjoy nor suffer much
because they live in that gray twilight that knows neither victory nor defeat." – Theodore Roosevelt

---

From: Guillermo Cuadra [mailto:gc@cuadralaw.net]
Sent: Friday, October 02, 2015 9:39 AM
To: Ralph Ventura
Cc: John J. Quick; Marie Schmidt; Mayor Orlando Lopez; Gilberto Pastoriza
Subject: Re: Lucy Castro lawsuit - documents requested

Gentlemen,

I wish to set the record straight. Yes, I engaged Weiss Serota through my firm because of the factors I mentioned to you Ralph, namely Mr. Pastoriza's current engagement as our zoning consultant as the application went to the Zoning Board, and the fact that he was the sitting City Attorney when the application was before the City Commission. Moreover, I also explained to you that I informed thecommission of that fact and told them to expect an item in the near future. You stated your opinion that I do not have that authority, at no point did I agree with that assessment. You may recall that I said that nothing precludes retroactive approval. You disagreed. What I acknowledged is that absent Commission approval I'm responsible. As it stands now, the Commission has not approved the engagement simply because it has not been before them so my firm would be responsible for the fees.

Regards,

GC

Sent from my iPhone

On Oct 1, 2015, at 11:16 AM, Ralph Ventura <rventura@cityofsweetwater.fl.gov> wrote:

Yes, thank you, John.

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

From: John J. Quick [mailto:JQuick@wsh-law.com]
Sent: Thursday, October 01, 2015 11:11 AM
To: Ralph Ventura; Marie Schmidt
Cc: Mayor Orlando Lopez; Marie Schmidt; gc@cuadralaw.net; Gilberto Pastoriza
Subject: RE: Lucy Castro lawsuit - documents requested

Thank you, Ralph. I will look into this issue. Since I was not privy to your conversation with Guillermo, we will speak with him to ensure a full understanding of the issues.

As I mentioned, and you agreed, our primary goal is to make sure that the City is represented in defense of a matter in which it has been named as a respondent.

Regards,
John

From: Ralph Ventura [mailto:rventura@cityofsweetwater.fl.gov]
Sent: Thursday, October 01, 2015 10:59 AM
To: Marie Schmidt; John J. Quick
Cc: Mayor Orlando Lopez; Marie Schmidt; gc@cuadralaw.net
Subject: RE: Lucy Castro lawsuit - documents requested

John,

As we just discussed, Weiss Serrota is under the impression that it has been retained by the City. Please understand such is not the case. In my conversation with Guillermo and last week, he agreed he lacks the authority to retain counsel on behalf of the City and stated to me verbally via telephone conversation that he had retained WS as co-counsel through his firm. If this is the case, Guillermo is wholly responsible for WS's legal fees. Please see the quote below:

Sec. 2-228. - Bids or requests for proposals required.

All expenditures for supplies, material, equipment, goods or contractual services, except for professional services or those services governed by F.S. § 287.055, the Consultants' Competitive Negotiation Act that

involve an expenditure by the city in excess of $3,500.00, shall be made on the basis of competitive sealed bids or requests for proposal. **Expenditures for legal services rendered to the city involving special legal projects that are unrelated to the handling of the city's day-to-day legal work shall require the approval of the city commission.**

(Code 1976, § 2-13(b))

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

From: Marie Schmidt
Sent: Thursday, October 01, 2015 10:48 AM
To: Ralph Ventura
Subject: FW: Lucy Castro lawsuit - documents requested

Here you go.

Marie O. "Val" Schmidt, MMC
City Clerk/ Dir. of Administration

mschmidt@cityofsweetwater.fl.gov
City Hall: (305) 221-0411
Direct: (305) 455-6604
Fax: (305) 221-2541
500 S.W. 109 Avenue
Sweetwater, FL 33174

From: John J. Quick [mailto:JQuick@wsh-law.com]
Sent: Wednesday, September 30, 2015 11:58 AM
To: Marie Schmidt; Carmen Garcia
Cc: Guillermo Cuadra; Laura K. Wendell
Subject: Lucy Castro lawsuit - documents requested

Val or Carmen,

Can we get a copy of the agenda and minutes from the May 27, 2015 meeting of the Planning & Zoning Board? We are working on a response to a petition for writ of certiorari filed by Ms. Lucy Castro and cannot seem to locate that information in our file.

Thank you.

Regards,
John

John Quick
Partner

2525 Ponce de Leon Blvd., Suite 700 | Coral Gables, FL 33134
P: (305) 854-0800 F: (305) 854-2323 wsh-law.com | vCard

John Quick

Partner

2525 Ponce de Leon Blvd., Suite 700 | Coral Gables, FL 33134
P: (305) 854-0800 F: (305) 854-2323 wsh-law.com | vCard

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WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, Florida 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

REPRINT

Sweetwater, City of
Guillermo Cuadras, Esq. City Attorney
City Hall
500 S.W. 109th Avenue
Sweetwater, FL 33174

September 15, 2015
Invoice # 170616

CLIENT: 0028 - Sweetwater, City of
Re: 038 Castro, Lucy - Petition for Writ of Certiorari

For Professional Services Rendered

Date		Services	Hours	Amount
08/27/15	jjq	Telephone Conference With Mr. Savage Re Petition For Writ Of Certiorari	0.30	52.50
08/27/15	jjq	Preparation Of Motion Re Petition For Writ Of Certiorari	0.20	35.00
08/27/15	jjq	Review And Respond To Correspondence From Mr. Savage Re Petition	0.20	35.00
08/27/15	jjq	Review Correspondence From Mr. Weinstein Re Petition And Appendix	0.20	35.00
08/27/15	jjq	Review And Analyze Petition For Writ Of Certiorari And Develop Strategy Re Same	0.70	122.50
08/27/15	gp	Telephone Conference With Mr. Cuadra And Discussion Regarding Appeal	0.50	87.50
Total Professional Services			**2.10**	**$367.50**

For Disbursements Incurred

Date	Description	Amount
	Administrative Surcharge	9.19
Total Disbursements Incurred		**$9.19**

Invoice Summary

For Professional Services	367.50
For Disbursements Incurred	9.19
Total this Invoice	**$376.69**

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, Florida 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

REPRINT

Sweetwater, City of
Guillermo Cuadras, Esq. City Attorney
City Hall
500 S.W. 109th Avenue
Sweetwater, FL 33174

October 13, 2015
Invoice # 171713

CLIENT: 0028 - Sweetwater, City of
Re: 038 Castro, Lucy - Petition for Writ of Certiorari

For Professional Services Rendered

Date		Services	Hours	Amount
09/11/15	jjq	Telephone Conference With Ms. De La Guadria Re Petition For Writ Of Certiorari	0.20	35.00
09/11/15	jjq	Review And Analyze Petition For Writ Of Certiorari And Corresponding Appendix, And Develop Strategy Re Same	1.70	297.50
09/11/15	jjq	Research Concerning Issues Raised In Petition	1.40	245.00
09/13/15	jjq	Review Correspondence From Ms. De La Guardia Re Response To Petition	0.20	35.00
09/13/15	jjq	Attend To Issues Re Petition For Writ Of Certiorari And Develop Strategy Re Same	0.50	87.50
09/14/15	jjq	Attend To Issues Re Response To Petition And Develop Strategy Re Same	0.90	157.50
09/14/15	jjq	Research Concerning Support For Procedural Due Process	1.20	210.00
09/14/15	jjq	Research Concerning Support For Enforcement Of Prevailing Law	1.50	262.50
09/15/15	jjq	Attend To Response To Petition For Writ Of Certiorari And Develop Strategy Re Same	0.40	70.00
09/16/15	lkw	Review And Analyze Petition For Writ Of Certiorari	1.40	245.00
09/17/15	jjq	Compose Letter To Ms. De La Guardia Re Response To Petition	0.20	35.00
09/22/15	jjq	Compose Letter To Mr. Savage Re Response To Petition	0.20	35.00
09/22/15	lkw	Telephone Conference With Ms. Gausch Regarding Response To Petition For Writ Of Certiorari	0.40	70.00
09/22/15	lkw	Prepare Memorandum To Ms. Gausch Regarding 4th DCA Case In Which Nature Of Municipal "Appeal" Was Challenged	0.30	52.50

For Professional Services Rendered

Date		Services	Hours	Amount
09/23/15	jjq	Review And Respond To Correspondence From Ms. De La Guardia Re Response To Petition	0.20	35.00
09/23/15	jjq	Review And Respond To Correspondence From Mr. Savage Re Response To Petition	0.20	35.00
09/23/15	jjq	Preparation Of Motion Re Response To Petition	0.20	35.00
09/23/15	jjq	Attend To Response To Petition And Develop Strategy Re Same	0.90	157.50
09/23/15	lkw	Review And Respond To Memoranda From Ms. Gausch Regarding Extension Of Time And Follow Up Regarding City Extension	0.40	70.00
09/24/15	jjq	Review Correspondence From Mr. Savage Re Response To Petition	0.20	35.00
09/24/15	jjq	Finalize Motion Re Response To Petition	0.20	35.00
09/24/15	jjq	Review Correspondence From Ms. Trueba Re Response To Petition	0.20	35.00
09/24/15	jjq	Review And Analyze Mr. Diaz's Motion Re Response To Petition	0.20	35.00
09/24/15	lkw	Review Motion For Extension Of Time And Provide Comments	0.20	35.00
09/28/15	jjq	Attend To Issues Re Response To Petition And Develop Strategy Re Same	0.50	87.50
09/28/15	jjq	Compose Letter To Ms. De La Guardia Re Response To Petition	0.20	35.00
09/29/15	jjq	Compose Letter To Ms. De La Guardia Re Response To Petition	0.20	35.00
09/30/15	jjq	Telephone Conference With Ms. De La Guardia Re Response To Petition	0.50	87.50
09/30/15	jjq	Research Concerning Code Interpretation And Appeal Notice Issues	1.10	192.50
09/30/15	jjq	Conference Concerning Strategy Re Response To Petition	0.60	105.00
09/30/15	jjq	Compose Letter To Ms. Schmidt Re Planning And Zoning Board Issues	0.20	35.00
09/30/15	lkw	Review And Analyze Petition And Record	1.40	245.00
09/30/15	lkw	Conference Call With Ms. Guasch Regarding Response To Petition	0.60	105.00
Total Professional Services			**18.70**	**$3,272.50**

For Disbursements Incurred

Date	Description	Amount
	Administrative Surcharge	81.81
Total Disbursements Incurred		**$81.81**

Invoice Summary

For Professional Services	3,272.50
For Disbursements Incurred	81.81
Total this Invoice	**$3,354.31**
Past Due Balance	**$376.69**
Total Balance Due	**$3,731.00**

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, Florida 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

REPRINT

Sweetwater, City of
Guillermo Cuadras, Esq. City Attorney
City Hall
500 S.W. 109th Avenue
Sweetwater, FL 33174

November 17, 2015
Invoice # 172807

CLIENT: 0028 - Sweetwater, City of
Re: 038 Castro, Lucy - Petition for Writ of Certiorari

For Professional Services Rendered

Date		Services	Hours	Amount
10/01/15	jjq	Review Correspondence From Ms. De La Guardia Re Response To Petition	0.20	35.00
10/01/15	lkw	Review And Respond To Memorandum From Ms. Guasch	0.20	35.00
10/02/15	jjq	Telephone Conference With Ms. Schmidt Re Zoning Minutes And Agendas	0.20	35.00
10/02/15	jjq	Review And Respond To Ms. Garcia Re Appellate Record Issues	0.20	35.00
10/02/15	jjq	Review And Analyze Agenda, Minutes And Determinations And Develop Strategy Re Same	0.40	70.00
10/02/15	jjq	Compose Letter To Ms. De La Guardia Re Appellate Record	0.20	35.00
10/12/15	lkw	Review Petition To Frame Legal Argument In Response	1.40	245.00
10/12/15	lkw	Research Regarding Staff Report As Competent Substantial Evidence	1.20	210.00
10/12/15	lkw	Research Regarding "De Novo" Appeals	1.20	210.00
10/13/15	lkw	Review And Analyze Petition And Case Law Cited	1.80	315.00
10/13/15	lkw	Follow Up Research Regarding Mandatory And Directory Use Of Term "Shall"	1.50	262.50
10/13/15	lkw	Follow Up Research Regarding Misstatement Of Three Prong Standard Of Review In Petition,. As Confusing Procedural Due Process With Essential Requirements Of Law	1.20	210.00
10/14/15	lkw	Review And Analyze Case Law Regarding Adherence To Procedural Requirements In Code	1.60	280.00
10/14/15	lkw	Research Regarding Florida Statutes 286.0105	0.80	140.00
10/14/15	lkw	Research Regarding Absence Of Prejudice And Harmless Error	1.60	280.00

For Professional Services Rendered

Date		Services	Hours	Amount
10/14/15	lkw	Detailed Review And Analysis Of Code Provisions Regarding City Review Procedures	1.40	245.00
10/14/15	lkw	Draft Introduction To Response To Petition	0.80	140.00
10/14/15	lkw	Frame Outline For Response To Petition	0.80	140.00
10/15/15	jjq	Review Correspondence From Ms. De La Guardia Re Response To Petition	0.20	35.00
10/15/15	jjq	Attend Mr. Savage Re Reply In Support Of Petition	0.20	35.00
10/15/15	lkw	Draft Introduction To Response	1.40	245.00
10/15/15	lkw	Research And Analyze Case Law Regarding Judicial Deference	1.20	210.00
10/15/15	lkw	Prepare Outline Of Argument For Response To Petition	1.80	315.00
10/15/15	lkw	Review And Respond To Correspondence From Ms. Gausch	0.40	70.00
10/16/15	jjq	Review And Analyze Petitioner's Response To Mr. Diaz's Motion Re Response To Petition	0.20	35.00
10/16/15	lkw	Review Response To Motion For Extension OF Time And Follow Up Regarding It	0.20	35.00
10/16/15	lkw	Draft Argument Section Of Response Concerning Judicial Deference	1.20	210.00
10/16/15	lkw	Draft Argument Section Of Response Concerning Notice Of Appeal	1.20	210.00
10/22/15	jjq	Develop Strategy Concerning Response To Petition For Writ Of Certiorari	0.40	70.00
10/22/15	jjq	Review And Analyze Appellate Record Re Petition	0.50	87.50
10/27/15	jjq	Review And Analyze Order Re Response To Petition	0.20	35.00
10/27/15	lkw	Review Incoming Order Granting Extension For Response And Correspond With Ms. Guasch Regarding Joint Filing	0.40	70.00
10/28/15	jjq	Attend To Issues Re Response To Petition And Develop Strategy Re Same	0.40	70.00
10/28/15	lkw	Draft Section Of Response To Petition For Certiorari Regarding Code Language	2.20	385.00
Total Professional Services			**28.80**	**$5,040.00**

For Disbursements Incurred

Date	Description	Amount
	Administrative Surcharge	126.00
Total Disbursements Incurred		**$126.00**

Invoice Summary

For Professional Services	5,040.00
For Disbursements Incurred	126.00
Total this Invoice	**$5,166.00**
Past Due Balance	**$3,731.00**
Total Balance Due	**$8,897.00**

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, Florida 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

Sweetwater, City of
Guillermo Cuadras, Esq. City Attorney
City Hall
500 S.W. 109th Avenue
Sweetwater, FL 33174

December 8, 2015
Invoice # 173506

CLIENT: 0028 - Sweetwater, City of
Re: 038 Castro, Lucy - Petition for Writ of Certiorari

For Professional Services Rendered

Date		Services	Hours	Amount
11/02/15	lkw	Research To Locate Case Law Regarding Absence Of Prejudice In Context Of Certiorari Review	1.80	315.00
11/02/15	lkw	Research And Analysis Of Case Law Regarding Directory Meaning Of Shall	2.20	385.00
11/02/15	lkw	Research To Locate Cases Regarding Technical Defects In Notice Of Appeal	1.40	245.00
11/02/15	lkw	Research And Analysis Case Law Regarding Technical Deficiencies In Notice Of Appeal	1.80	315.00
11/02/15	lkw	Analyze Record Regarding Preservation Of Error And Absence Of Prejudice	1.40	245.00
11/03/15	lkw	Analyze Case Law Regarding Distinction Between First And Second Prong Of Vaillant	1.60	280.00
11/03/15	lkw	Draft Section Of Response Regarding First And Second Prong Of Vaillant	1.60	280.00
11/04/15	lkw	Additional Drafting Introduction To Response To Petition	0.80	140.00
11/04/15	lkw	Draft Argument Section Of Response To Petition Regarding Directory Nature Of "Shall"	1.60	280.00
11/04/15	lkw	Draft Argument Section Of Response To Petition Regarding Deference To City Interpretation	2.20	385.00
11/04/15	lkw	Draft Argument Section Of Response To Petition Regarding De Novo Appeal	1.80	315.00
11/04/15	lkw	Draft Argument Section Of Response To Petition Regarding Interpretation Of Section 9.08.6	1.80	315.00
11/05/15	jjq	Conference Concerning Strategy Re Response To Petition For Writ Of Certiorari	0.50	87.50
11/05/15	jjq	Research Concerning Case Law For Support In Response To Petition For Writ Of Certiorari	2.40	420.00
11/05/15	lkw	Review Draft Response Of Diaz To Petition	0.50	87.50

For Professional Services Rendered

Date		Services	Hours	Amount
11/05/15	lkw	Conference Regarding Draft Response Of Diaz And Appellate Strategy	0.50	87.50
11/05/15	lkw	Additional Drafting Argument Sections Of Response To Add Procedural Due Process, Prejudice And Waiver Arguments	2.20	385.00
11/05/15	lkw	Additional Drafting Of Response To Refine Argument Throughout	2.20	385.00
11/06/15	jjq	Review Correspondence From Ms. De La Guardia Re Response To Petition	0.20	35.00
11/06/15	jjq	Telephone Conference With Ms. De La Guardia Re Response To Petition	0.40	70.00
11/06/15	jjq	Compose Letter To Ms. Schmidt Re Appeal Hearing	0.20	35.00
11/06/15	jjq	Review And Revise Response To Petition For Writ Of Certiorari	0.90	157.50
11/06/15	jjq	Review And Analyze Mr. Diaz's Response To Petition For Writ Of Certiorari	0.70	122.50
11/06/15	lkw	Research And Analysis Regarding Statutory Requirement To Notice Need For Record For Appeal	0.40	70.00
11/06/15	lkw	Draft Argument Section Of Response Regarding Effect Of Direction On Record On PZB Notice Of Hearing	0.60	105.00
11/09/15	lkw	Review Revised Response Of Co-Respondent To Petition And Comment On It	0.50	87.50
11/10/15	jjq	Research Concerning Procedural Due Process Requirements For Participants Vs. Parties	0.90	157.50
11/10/15	jjq	Research Concerning Waiver Re New Arguments In Petition For Writ Of Certiorari	0.60	105.00
11/10/15	jjq	Research Concerning Staff Recommendations To Refute Petition	0.50	87.50
11/10/15	jjq	Review Correspondence From Ms. De La Guardia Re Response To Petition	0.20	35.00
11/10/15	jjq	Review And Analyze Mr. Diaz's Appendix Re Response To Petition	0.90	157.50
11/10/15	jjq	Review And Analyze Mr. Diaz's Response To Petition	0.60	105.00
11/10/15	lkw	Additional Drafting Of Response To Petition To Include Argument Regarding Competent Substantial Evidence	0.80	140.00
11/10/15	lkw	Additional Drafting Response To Petition To Add Record Citations	0.80	140.00
11/10/15	lkw	Additional Drafting Of Response To Petition To Add Case Law Regarding Waiver	0.20	35.00
11/10/15	lkw	Additional Drafting Of Response To Petition To Add Case Law Regarding Lesser Degree Of Procedural Due Process	0.40	70.00

For Professional Services Rendered

Date		Services	Hours	Amount
11/10/15	lkw	Edits To Response Of Co-Respondent And Confer With Ms. Guasch	0.60	105.00
11/10/15	lkw	Edits To Petition To Finalize For Service And Filing	0.60	105.00
11/18/15	jjq	Compose Letter To Mr. Cuadra Re Response To Petition	0.20	35.00
11/19/15	jjq	Compose Letter To Mr. Cuadra Re Response Filed By Mr. Diaz	0.20	35.00
Total Professional Services			**39.70**	**$6,947.50**

For Disbursements Incurred

Date	Description	Amount
	Administrative Surcharge	173.69
Total Disbursements Incurred		**$173.69**

Invoice Summary

For Professional Services	6,947.50
For Disbursements Incurred	173.69
Total this Invoice	**$7,121.19**
Past Due Balance	**$8,897.00**
Total Balance Due	**$16,018.19**

RESOLUTION NO. 15 –

A RESOLUTION OF THE CITY OF SWEETWATER COMMISSION RESCINDING RESOLUTION NUMBER 4131, WHICH HAD AUTHORIZED THE MAYOR TO EXPEND $187,697.24 TO PAY VENDORS AS PROVIDED IN AN ACCOUNT PAYABLE REPORT ATTACHED AND INCORPORATED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant Resolution Number 4131, the City of Sweetwater Commission had authorized payment to vendors totaling $187,697.24; and

WHEREAS, upon the advice of the City's Auditors, expressed in the correspondence attached herein, it is in the best interest of the City to rescind Resolution Number 4131; and

WHEREAS, rescinding Resolution Number 4131 allows the recordation of said payments in the appropriate fiscal year's budget.

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

Section 1. The recitals and findings contained in the Preamble to this Resolution and attached correspondence are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. That Resolution Number 4131 is hereby rescinded and shall be of no further force or effect.

Section 3. That the Mayor is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

RT&C
RODRIGUEZ, TRUEBA & CO., PA
CERTIFIED PUBLIC ACCOUNTANTS

December 10, 2015

Mr. Ricardo J. Mendez, Finance Director
City of Sweetwater, Florida
500 SW 109th Avenue
Miami, Florida 33174

Dear Mr. Mendez:

You have asked us to provide the City of Sweetwater, Florida (the "City") with some guidance related to the payment of approximately $162,000 of goods and services received and incurred by the City as of and during the year ended September 30, 2015. It is my understanding from conversations with you and Guillermo Cuadra, the City Attorney that the City Commission recently passed a resolution to move and pay these amounts out of the 2015 – 2016 Budget.

First, let me explain the U.S. generally accepted accounting principles require that expenses be recorded in the period in which they are incurred. Expenses are incurred and recorded when the goods are received or the services rendered. That standard or principle cannot be changed by resolution or other legislative action. Consequently, we respectfully ask that the Resolution be rescinded, leaving the City with the following two scenarios, both of which record the payment in the correct budget year, 2014-2015:

1. The City passes a "clean up" or "true up" Resolution as the one previously proposed that did not pass, and it will have a finding stating that it passed the ordinance after November 30, 2015. The City has had this finding before, and it will have a recommendation to timely execute the Ordinance in future years.
2. The City does not pass the "clean up" or "true up" resolution and it has a finding that it should pass the resolution in a timely fashion. The City has also had this finding, but it was a few years back.

Either of these findings and recommendations are considered technical in nature and should not have a major consequence from regulatory agencies. Having said this, it is more prudent to pass this resolution and have a finding of tardiness than the alternative. In either event, with the Mayor's approval, you may pay these items as soon as possible to avoid any potential liability from nonpayment to the vendors.

Let me emphasize again that these expenses were incurred and the benefits already received by the City. Payment of the goods and services does not provide a basis for changing the transaction date to a different period.

Please contact me with any questions,

Sincerely,

Carlos M. Trueba, CPA
Rodriguez, Trueba & Company, CPA's P.A.

cc: Hon. Mayor Orlando Lopez
Mr. Ralph Ventura, Chief of Staff

Doral Office: 1985 NW 88th Court, Suite 101, Doral, FL 33172 • Phone: 305-593-2644 • Fax: 305-593-0390
Miami Lakes Office: 8040 NW 155th Street, Suite 206, Miami Lakes, FL 33016 • Phone: 305-779-1120 • Fax: 305-779-1121
www.rtc-cpa.com

RESOLUTION NO. 15 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, DIRECTING THE MAYOR TO SEEK FROM THE LOCAL POSTMASTER GENERAL THE PLACEMENT OF A BLUE MAILBOX NEAR THE VICINITY OF CITY HALL AND ANOTHER NEAR SWEETWATER ELEMENTARY; AND REQUIRING A REPORT.

WHEREAS, the United States Postal Service (USPS) was established under provisions of the U.S. Constitution, and is charged under the principles of universal service obligation to provide a range of products, access to services and facilities, delivery frequency, affordable and uniform pricing, service quality, and security of the mail; and

WHEREAS, many city residents do not have easy access to transportation and would greatly benefit from easy access to USPS blue mailboxes in the aforementioned locations.

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

Section 1. The recitals above and the engagement letter attached hereto are incorporated herein.

Section 2. The City Commission directs the Mayor to contact the Local Postmaster General to request placement of USPS blue mailboxes in the vicinity of Sweetwater City Hall and Sweetwater Elementary for the benefit of nearby residents.

Section 3. The City Commission authorizes the Mayor to take any necessary actions to implement the purposes of this Resolution.

Section 4. The City Commission directs the Mayor to report the results of this request within 60 days of the approval of this Resolution.

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. 16 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL EDUCATIONAL SERVICES WITH FRANCISCO REGO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the work provided by a professional educator allows the Mildred and Claude Pepper Senior Center clients to have an enriching experience; and

WHEREAS, providing educational services 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, exhibits, and Independent Contractor Agreement are attached hereto and incorporated herein.

Section 2. The City Commission authorizes the Mayor to enter, on behalf of the City, into an Independent Contractor Agreement with Francisco Rego for educational services, 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 $_____, 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: November 25, 2015

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

From: Mayor Orlando Lopez

Re: Senior Center Educator

DESCRIPTION OF ITEM

Professional Educator (Florida-certified teacher) for Mildred and Claude Pepper Senior Center clients. The proposed scope of work consists of delivering varied educational services intended to foster life-long learning, life skills and aid cognitive functioning. Services will include English classes, computer courses along with discussions relating to current events and culture.

BACKGROUND

Mr. Francisco Rego, a retired Miami-Dade School teacher with 30+ years' experience and an active Florida State teaching certification, provided current events and English classes in the Mildred and Claude Pepper Senior Center since the year of 2010. Mr. Rego's services were funded by a Miami-Dade Schools grant throughout the years. Unfortunately, this grant was discontinued in 2015, which resulted in a suspension of Mr. Rego's services. His absence has resulted in a decreased level of educational activities in the Center and in the dismay of several Center clients who attended his classes regularly.

Mr. Rego forged an intimate bond with the Center's clients and has developed specialized knowledge of their educational needs coupled with an understanding of overall functioning of the Center. Therefore, several of the Center's clients along with the Center Director are recommending that Mr. Rego be specifically selected to provide this service(s), as he possesses unique knowledge and professional designations that will allow him to "hit the ground running" and best-serve Center clients. A scope of work and Professional Educator's Certificate submitted by Mr. Rego are attached.

FISCAL IMPACT

$25.19 per hour.

RECOMMENDATION

Approve. Funded by LSP & OAA grants.

Robert Herrada
Senior Center Director

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into on this_____ day of_____, 2016, between FRANCISCO REGO (Contractor), and the City of Sweetwater, Florida (City), for a period of _____with an effective starting date of _____, and an end date of _____ (the Term).

1. Scope of Work/Services.

This Agreement is for the purpose of educational services to the Mildred and Claude Pepper Senior Center clients. Specifically, throughout the Term of this Agreement, Contractor shall provide and/or perform the following minimum services:

Delivering varied educational services intended to foster life-long learning, life skills and aid cognitive functioning. Services will include English classes, computer courses along with discussions relating to current events and culture.

2. Fee.
3.

In consideration of the work and/or services to be provided pursuant to this Agreement, the City agrees to pay Contractor a fee, in the not to exceed amount of $_____, which shall be paid as follows:

$25.19 per hour / paid bi-weekly and subject to a determined work schedule

The total fee paid to Contractor pursuant to this Agreement shall not exceed $_____ for the Term provided herein.

4. Work Schedule.

During the Term of the Agreement, Contractor shall provide the work and/or services in accordance with the following minimum work schedule:

[INSERT WORK SCHEDULE (EXAMPLE: MON - FRI. 9 AM TO 5PM, EXCLUDING RECOGNIZED CITY HOLIDAYS). IF IT'S ANOTHER TYPE OF SCHEDULE SUCH AS ON AN HOURLY BASIS OR ONLY ON SPECIFIC DAYS, BE SPECIFIC AS TO MINIMUM HOURS OR DAYS CONTRACTOR IS EXPECTED TO WORK IN ORDER TO GET PAID THE FEE SET FORTH HERE.]

Contractor's work and/or services shall be overseen by the following City Department/Individual: Roberto Herrada, Senior Center Director

5. Termination.

This Agreement may be terminated for convenience of either party, with or without cause, by giving written notice to the other party of such termination, which shall become effective upon fourteen (14) days following receipt by the other party of the written termination notice. Upon termination in accordance with this paragraph, the Contractor shall be paid a sum equal to all payments due to him up to the date of termination; provided Contractor is satisfactorily continuing to satisfactorily perform all work and/or services up to the date of termination. Thereafter, the City shall be fully discharged from any further liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

5. Indemnification/Hold Harmless.

Contractor agrees to indemnify, defend, and hold harmless the City of Sweetwater and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to, attorney's fees, for personal economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of Contractor, and/or any and all subcontractors, employees, agents, or any other person or entity acting under Contractor's control, in connection with the Contractor's performance of the work and/or services pursuant to this Agreement. Contractor shall pay all such claims and losses and shall pay all costs and judgments which may arise from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expanded by the City in defense of such claims and losses, including appeals. The parties agree that one percent (1%) of the total compensation to Contractor for performance of the work and/or services under this Agreement is the specific consideration from the City to Contractor for the Contractor's agreement to indemnify and hold the City harmless, as provided herein. Contractor and the City hereby agree and acknowledge that this indemnity provision is intended to and shall survive the termination (or earlier expiration) of this Agreement.

6. Limitation of Liability.

The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of the compensation/fee to be paid to Contractor pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach. Contractor hereby expresses his willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount equal to the compensation/fee to be paid to Contractor pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach. Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in the amount in excess of the compensation/fee to be paid to Contractor pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged

breach, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

7. Notices.

All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the Contractor and the City listed below or may be mailed by registered mail, postage prepaid.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

CONTRACTOR: **FRANCISCO REGO**
[INSERT ADDRESS OF CONTRACTOR]

CITY: **CITY OF SWEETWATER c/o Robert Herrada**
500 SW 109th Avenue
Sweetwater, Florida 33174

Notices hereunder shall be effective:

If delivered personally, on delivery; if mailed to an address in the city of dispatch, on the day following the date mailed.

8. Venue.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CITY AND CONTRACTOR EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

9. Duty of Care/Compliance with Applicable Laws.

With respect to the performance of the work and/or service contemplated herein, Contractor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

In its performance of the work and/or services, Contractor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

The Contractor agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance, as same may be amended from time to time.

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirectly which should conflict in any manner or degree with the performance of the work and/or services. Contractor further covenants that in the performance of work and/or services under this Agreement, no person having any such interest shall knowingly be employed by the Contractor.

10. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) Meet all requirements for retaining public records and transfer to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

For purposes of this section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Contractor's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Contractor does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

11. Ownership of Documents/Patents and Copyrights.

Any and all documents prepared by Contractor pursuant to this Agreement are related exclusively to the work and/or services described herein, and are intended or represented for ownership by the City. Any re-use distribution, or dissemination of same by Contractor, other than to the City, shall first be approved in writing by the Mayor, which approval, if granted at all, shall be at the City Manager's sole and absolute discretion.

Any patentable and/or copyrightable result arising out of this Agreement, as well as all information, specifications, processes, data and findings, shall be made available to the City, in perpetuity, for public use.

No reports, other documents, articles or devices produced in whole or in part under this Agreement shall be the subject of any application for patent or copyright by or on behalf of the Contractor (or its employees or sub-contractors, (if any) without the prior written consent of the City Manager, which consent, if given at all, shall be at the Manager's sole and absolute discretion.

12. No Assignment/Transfer.

This section intentionally left blank.

13. Liability for Sub-contractors.

Contractor shall be liable for its work and/or services, responsibilities and liabilities under this Agreement and the services, responsibilities and liabilities of any sub-contractors (if any), and any other person or entity acting under the direction or control of Contractor (if any). When the term "Contractor" is used in this Agreement, it shall be deemed to include any sub-contractors (if any) and/or any other person or entity acting under the direction or control of Contractor (if any). All sub-contractors (if any) must be approved in writing by the City Manager prior to their engagement by Contractor, which approval, if granted at all, shall be at the City Manager's sole and absolute discretion.

14. Independent Contractor/No Joint Venture.

THIS AGREEMENT SHALL NOT CONSTITUTE OR MAKE THE PARTIES A PARTNERSHIP OR JOINT VENTURE. FOR THE PURPOSES OF THIS AGREEMENT, THE CONTRACTOR SHALL BE DEEMED TO BE AN INDEPENDENT CONTRACTOR, AND NOT AN AGENT OR EMPLOYEE OF THE CITY, AND SHALL NOT ATTAIN ANY RIGHTS OR BENEFITS UNDER THE CIVIL SERVICE OR PENSION ORDINANCE OF THE CITY, OR ANY RIGHT GENERALLY AFFORDED CLASSIFIED OR UNCLASSIFIED EMPLOYEES INCLUDING ANNUAL AND SICK DAY ACCRUAL FURTHER, THE CONTRACTOR SHALL NOT BE DEEMED ENTITLED TO FLORIDA WORKER'S COMPENSATION BENEFITS AS AN EMPLOYEE OF THE CITY OR ACCUMULATION OF SICK OR ANNUAL LEAVE.

15. Waiver of Breach.

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

16. Severance.

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City elects to terminate this Agreement.

17. Joint Preparation.

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

18. Entire Agreement.

This writing and any exhibits and/or attachments incorporated (and/or otherwise referenced for incorporation herein) embody the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the respective officials thereunto duly authorized, this date and year first above written.

[SIGNATURE PAGE TO FOLLOW]

FOR CITY:

City of Sweetwater

ATTEST:

By: _____
City Clerk

_____
Mayor Orlando Lopez

FOR CONTRACTOR:

FRANCISCO REGO

WITNESS:

By: _____

_____
Print Name

_____
Francisco Rego

By: _____

_____
Print Name

Approved as to form & language &
for execution.

_____
City Attorney

State of Florida Department of Education

PROFESSIONAL EDUCATOR'S CERTIFICATE

This Certifies That

FRANCISCO REGO JR

Has satisfactorily completed all requirements of Florida Statutes and State Board of Education Rules for the coverages or endorsements listed below:

SOCIAL SCIENCE / (GRADES 6 - 12)

July 01, 2017 - June 30, 2022

Department of Education Number 424456

Brian Dassler
Deputy Chancellor for Educator Quality

Pam Stewart
Commissioner of Education

Issued October 20, 2015

Prof. Francisco Rego Jr.
Sweetwater Senior Center

Scope:

The Program that I implemented at the Sweetwater Senior Center is to provide the senior adult students with a basic life coping skills classes, so they can survive and learn to cope with the American culture which is so different to their own ethnic and social origins.

I teach them some basic skills in English, Civic, World History, American History, Government, Citizenship, Geography, Math and Basic Computer Literacy, etc.

One of the things that I take under consideration is each individual student understanding level of language proficiency and educational background that they have in their native language in order to provide the students a more comprehensible lessons.

Note: I have been teaching at Sweetwater Senior Center since January 4th, 2010.

RESOLUTION NO. 15 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, RETROACTIVELY APPROVING THE ENGAGEMENT OF WEISS SEROTA HELFMAN COLE & BIERMAN (WEISS SEROTA) AS SPECIAL COUNSEL FOR THE CITY IN A CERTAIN APPELLATE MATTER.

WHEREAS, Hearing 2015-05-01 held on May 27, 2015 by the City of Sweetwater Planning and Zoning Board resulted in a tied vote thus denying Jose M. Diaz' Residential Application for Non-Use Variance and Application for Site Plan Review Application; and

WHEREAS, in accordance with Section 09.08.02 of the City's Land Development Code, Jose M. Diaz filed an official Notice of Appeal of the entire Residential Application for Non-Use Variance and Application for Site Plan Review Application before the City Commission; and

WHEREAS on July 6, 2015, the City Commission passed Resolution 15-4054 approving Jose M. Diaz' appeal; and

WHEREAS, Lucy Castro sought certiorari review in the Circuit Court in and for Miami-Dade County; and

WHEREAS, Weiss Serota for many years has served as the City's Zoning Consultant; and

WHEREAS, Weiss Serota served as City Attorney on July 6, 2015, when the City Commission considered and approved Jose M. Diaz' appeal ; and

WHEREAS, Weiss Serota was succeeded as City Attorney by Guillermo Cuadra, P.A.; and

WHEREAS, as evidenced in Exhibit A, the new City Attorney engaged Weiss Serota as Special Counsel to represent the City in the matter of Lucy Castro's Petition for Writ of Certiorari;

WHEREAS, as evidenced in Exhibit A, indicates that said engagement requires the approval of the City Commission; and

WHEREAS, Weiss Serota filed the City's Response to Petition for Writ of Certioari on November 10, 2015 (see Exhibit C); and

WHEREAS, the City Attorney did not bring approval of the engagement of Weiss Serota timely due to more pressing matters impacting the City; and

WHEREAS, the City Attorney believes that it was in the best interest of the City to have Weiss Serota, as the previous City Attorney, who handled the appeal at the City Commission level and serves as its Zoning Consultant.

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

Section 1. The recitals above and exhibits attached hereto are incorporated herein.

Section 2. The City Commission retroactively approves Weiss Serota as special outside counsel on behalf of the City with respect to the aforementioned Petition for Writ of Certioari.

Section 3. The City Commission authorizes the payment of invoices from Weiss Serota from: Professional Fees, Miscellaneous Legal - # 001.513.602.541331.

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 _____, 2016.

_____
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	____

EXHIBIT A

Guillermo Cuadra

From: Guillermo Cuadra
Sent: Thursday, August 27, 2015 2:06 PM
To: Gilberto Pastoriza
Subject: FW: SERVICE OF COURT DOCUMENT - CASE NO. (NEW CASE). EMAIL 2 of 2
Attachments: (Filed) Appendix to Petition for Writ of Certiorari.pdf; 1. City of Sweetwater Memorandum from Sergio Purriños LCAM MURP to Planning and Zoning, dated March 9, 2015.pdf; 2. Bob Norman (December 10, 2014); Sweetwater Mayor Jose Diaz Says He Will Try to "Cure" Violations; Local 10 News.pdf; 3. Amended Letter of Intent - Residential Application for Non-Use Variance and Site Plan Review, dated April 8, 2015.pdf; 4. City of Sweetwater Planning and Zoning Board Notice of Public Hearing.pdf; 5. City of Sweetwater Planning and Zoning Board Decision.pdf; 6. Applicant's Notice of Appeal to City Commission dated June 1, 2015.pdf; 7. Applicant's Expert Witness Notification dated June 17, 2015.pdf; 8. Transcript of City Commission Proceedings of June 6, 2015.PDF; 9. City of Sweetwater City Commission Resolution No. 15-4054.pdf; 10. City of Sweetwater Code of Ordinances Article IX – Administration and Enforcement.pdf; 11. Dougherty v. City of Miami, 13 Fla. L. Weekly Supp. 959a (Fla. 11th Cir. July 14, 2006).pdf

Per our discussion earlier, attached please find the information regarding the Lucy Castro appeal. As discussed, given that you serve as our Zoning consultant and handled this matter before the City Commission as city Attorney please engage as outside counsel to handle this matter for the city of Sweetwater. I will inform you as to when this issue comes before the City Commission. I will follow up with you between today and tomorrow to deal with additional details.

Best regards,

Guillermo

From: Gilberto Pastoriza [mailto:GPastoriza@wsh-law.com]
Sent: Monday, August 10, 2015 9:42 AM
To: Guillermo Cuadra <GCuadra@cityofsweetwater.fl.gov>; Commissioner Eduardo Suarez <ESuarez@cityofsweetwater.fl.gov>; Commissioner Idania Llanio <ILlanio@cityofsweetwater.fl.gov>; Commissioner Isolina Maroño <imarono@cityofsweetwater.fl.gov>; Commissioner Jose A. Bergouignan <jbergouignan@cityofsweetwater.fl.gov>; Commissioner Jose M. Diaz <jdiaz@cityofsweetwater.fl.gov>; Commissioner Manuel Duasso <mduasso@cityofsweetwater.fl.gov>; Commissioner Prisca Barreto <pbarreto@cityofsweetwater.fl.gov>
Cc: Mayor Orlando Lopez <olopez@cityofsweetwater.fl.gov>
Subject: FW: SERVICE OF COURT DOCUMENT - CASE NO. (NEW CASE). EMAIL 2 of 2

Additional information on the appeal. Please let me know asap if the City wishes for us to handle the appeal.

From: jorge@savagelegal.com [mailto:jorge@savagelegal.com]
Sent: Thursday, August 06, 2015 5:16 PM
To: Gilberto Pastoriza; juan.mayol@hklaw.com
Cc: paul@savagelegal.com
Subject: SERVICE OF COURT DOCUMENT - CASE NO. (NEW CASE). EMAIL 2 of 2

Jurisdiction:	In the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida Appellate Division
Case No.:	
Parties:	Lucy Castro v. City of Sweetwater, Florida, and Jose M. Diaz
Document(s) being served:	1. Appendix to Petition for Writ of Certiorari
Sender:	Paul C. Savage / Tel. (305) 444-7188
Date of Service:	August 6, 2015

Jorge Weinstein
OFFICE MANAGER
SAVAGE ∞ LEGAL
100 Almeria Avenue, Suite 220
Coral Gables, Florida 33134
Tel. 305-444-7188
Fax. 305-444-7186
Email: jorge@savagelegal.com

www.savagelegal.com

Gilberto Pastoriza

Chair, Private Land Use and Zoning Department

WEISS SEROTA HELFMAN
COLE & BIERMAN

2525 Ponce de Leon Blvd., Suite 700 | Coral Gables, FL 33134
P: (305) 854-0800 F: (305) 854-2323 wsh-law.com | vCard

EXHIBIT A

Guillermo Cuadra

From: Guillermo Cuadra
Sent: Friday, October 2, 2015 9:39 AM
To: Ralph Ventura
Cc: John J. Quick; Marie Schmidt; Mayor Orlando Lopez; Gilberto Pastoriza
Subject: Re: Lucy Castro lawsuit - documents requested

Gentlemen,

I wish to set the record straight. Yes, I engaged Weiss Serota through my firm because of the factors I mentioned to you Ralph, namely Mr. Pastoriza's current engagement as our zoning consultant as the application went to the Zoning Board, and the fact that he was the sitting City Attorney when the application was before the City Commission. Moreover, I also explained to you that I informed thecommission of that fact and told them to expect an item in the near future. You stated your opinion that I do not have that authority, at no point did I agree with that assessment. You may recall that I said that nothing precludes retroactive approval. You disagreed. What I acknowledged is that absent Commission approval I'm responsible. As it stands now, the Commission has not approved the engagement simply because it has not been before them so my firm would be responsible for the fees.

Regards,

GC

Sent from my iPhone

On Oct 1, 2015, at 11:16 AM, Ralph Ventura <rventura@cityofsweetwater.fl.gov> wrote:

Yes, thank you, John.

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

From: John J. Quick [mailto:JQuick@wsh-law.com]
Sent: Thursday, October 01, 2015 11:11 AM
To: Ralph Ventura; Marie Schmidt
Cc: Mayor Orlando Lopez; Marie Schmidt; gc@cuadralaw.net; Gilberto Pastoriza
Subject: RE: Lucy Castro lawsuit - documents requested

Thank you, Ralph. I will look into this issue. Since I was not privy to your conversation with Guillermo, we will speak with him to ensure a full understanding of the issues.

As I mentioned, and you agreed, our primary goal is to make sure that the City is represented in defense of a matter in which it has been named as a respondent.

Regards,
John

From: Ralph Ventura [mailto:rventura@cityofsweetwater.fl.gov]
Sent: Thursday, October 01, 2015 10:59 AM
To: Marie Schmidt; John J. Quick
Cc: Mayor Orlando Lopez; Marie Schmidt; gc@cuadralaw.net
Subject: RE: Lucy Castro lawsuit - documents requested

John,

As we just discussed, Weiss Serrota is under the impression that it has been retained by the City. Please understand such is not the case. In my conversation with Guillermo and last week, he agreed he lacks the authority to retain counsel on behalf of the City and stated to me verbally via telephone conversation that he had retained WS as co-counsel through his firm. If this is the case, Guillermo is wholly responsible for WS's legal fees. Please see the quote below:

Sec. 2-228. - Bids or requests for proposals required.

All expenditures for supplies, material, equipment, goods or contractual services, except for professional services or those services governed by F.S. § 287.055, the Consultants' Competitive Negotiation Act that involve an expenditure by the city in excess of $3,500.00, shall be made on the basis of competitive sealed bids or requests for proposal. **Expenditures for legal services rendered to the city involving special legal projects that are unrelated to the handling of the city's day-to-day legal work shall require the approval of the city commission.**

(Code 1976, § 2-13(b))

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

From: Marie Schmidt
Sent: Thursday, October 01, 2015 10:48 AM
To: Ralph Ventura
Subject: FW: Lucy Castro lawsuit - documents requested

Here you go.

Marie O. "Val" Schmidt, MMC
City Clerk/ Dir. of Administration

mschmidt@cityofsweetwater.fl.gov
City Hall: (305) 221-0411
Direct: (305) 455-6604
Fax: (305) 221-2541
500 S.W. 109 Avenue
Sweetwater, FL 33174

From: John J. Quick [mailto:JQuick@wsh-law.com]
Sent: Wednesday, September 30, 2015 11:58 AM
To: Marie Schmidt; Carmen Garcia
Cc: Guillermo Cuadra; Laura K. Wendell
Subject: Lucy Castro lawsuit - documents requested

Val or Carmen,

Can we get a copy of the agenda and minutes from the May 27, 2015 meeting of the Planning & Zoning Board? We are working on a response to a petition for writ of certiorari filed by Ms. Lucy Castro and cannot seem to locate that information in our file.

Thank you.

Regards,
John

John Quick
Partner

2525 Ponce de Leon Blvd., Suite 700 | Coral Gables, FL 33134
P: (305) 854-0800 F: (305) 854-2323 wsh-law.com | vCard

John Quick

Partner

2525 Ponce de Leon Blvd., Suite 700 | Coral Gables, FL 33134
P: (305) 854-0800 F: (305) 854-2323 wsh-law.com | vCard

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EXHIBIT C

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT, IN AND FOR MIAMI-DADE COUNTY, FLORIDA

APPELLATE DIVISION

CASE NO. 2015-000258-AP-01
LOWER COURT CASE NO. 15-4054

LUCY CASTRO,

Petitioner,

v.

CITY OF SWEETWATER, FLORIDA, a Political subdivision of the State of Florida, and JOSE M. DIAZ,

Respondents.
_____/

CITY'S RESPONSE TO PETITION FOR WRIT OF CERTIORARI

Respondent, City of Sweetwater ("City"), hereby responds to the Petition for Writ of Certiorari filed by Lucy Castro ("Castro") and states:

I. INTRODUCTION

The Court should deny the Petition. Castro asks the Court to quash City's Resolution No. 19-4054 ("Resolution") (A. 23)[1] reflecting the City Commission's decision to approve non-use variances for property owned by Castro's neighbor,

[1] The City references the appendix of co-respondent Jose M. Diaz ("Diaz") and utilizes the same abbreviations throughout.

Diaz, on purely technical grounds. Castro raises no substantive objection to the non-use variances, but seizes upon what she contends are two procedural errors: that the "notice of appeal" was purportedly defective and that the City Commission improperly conducted a de novo review.

Castro misreads the City Code. It does not mandate rigid adherence to the form of a "notice of appeal," and as is the case in many municipalities, the City Code uses the term "appeal" to mean, merely, application to the City Commission as a higher authority. Even if this were not the case, the Court should deny the Petition because Castro does not, and cannot, demonstrate that the technical errors of which she complains (if errors at all) prejudiced her in any way. To the contrary, Castro appeared at the Commission hearing with counsel, was afforded a full and fair opportunity to present her position and, in fact, herself presented new evidence.

II. STATEMENT OF FACTS

The City adopts and incorporates the statement of facts set forth by Diaz in his response to the Petition.

III. STANDARD OF REVIEW

The Court reviews the quasi-judicial decision of the Commission according to the three-prong certiorari standard of review: "(1) whether procedural due

process was accorded; (2) whether the essential requirements of law have been observed; and (3) whether the administrative findings and judgment are supported by competent substantial evidence." *City of Deerfield Beach v. Vaillant*, 419 So. 2d 624, 626 (Fla. 1982).[2] Castro argues that the Commission "departed from the essential requirements of law" by failing to follow what she contends are procedural requirements of the Code.[3][4] *See* Petition, p. 9.

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[2] *See also, e.g., Broward Cnty v. G.B.V. Int'l Ltd.*, 787 So. 2d 838, 345 (Fla. 2001); *Florida Power & Light Co. v. City of Dania Beach*, 761 So. 2d 1089, 1092 (Fla. 2000); *Haines City Cmty. Dev. v. Heggs*, 658 So. 2d 523, 530 (Fla. 1995); *Bd. of Cnty. Comm'rs of Brevard Cnty v. Snyder*, 627 So. 2d 469, 476 (Fla. 1993).

[3] Although couched as a challenge predicated on a "departure from the essential requirements of law," the Petition raises a procedural due process challenge with respect to its criticism of the notice of appeal. Indeed, in contending that the Commission "departed from the essential requirements of law," Castro cites to *Gulf & Eastern Dev. Corp. v. City of Ft. Lauderdale*, 354 So. 2d 57 (Fla. 1978). There, the Court quashed an ordinance rezoning property on the grounds that, in failing to adhere to notice requirements, the city failed to afford an affected landowner procedural due process.

[4] Castro does not address the evidentiary prong of *Vaillant* other than her cryptic comment conflating the second and third prongs of the test, that if "the Court finds that the City departed from the essential requirements of law, it is axiomatic that there is no competent substantial evidence in the record to support the decision made by the City Commission." Petition, p. 9. To be clear, the Court (separately) reviews the record for any competent substantial evidence *in support* of the decision appealed. *See, e.g., Dusseau v. Metro. Dade Cnty. Bd. of Cnty. Comm'rs*, 794 So. 2d 1270, 1276 (Fla. 2001) ("for the reviewing court above all cannot reweigh the 'pros and cons' of conflicting evidence .... As long as the record contains competent

IV. ARGUMENT

A. Castro Fails To Demonstrate Grounds To Quash The Resolution On The Basis Of Her Interpretation Of Section 9.08.03.

Castro fails to demonstrate grounds to quash the Resolution on the basis of her own interpretation of the meaning of Section 9.08.03. She argues that the City Commission erred in accepting Diaz's notice of appeal because it did not contain "the specific error alleged as the grounds for the appeal." Petition, pp. 10-13. She urges the Court to conclude, first, that because Section 9.08.03 uses the term "shall," inclusion of a statement of "the specific error alleged" in a notice of appeal is mandatory. Petition, p. 12. Castro then urges the Court to conclude (without any legal support) that because the City accepted Diaz's purportedly defective notice of appeal, the Resolution "flowing from the unauthorized Notice of Appeal must be quashed." Petition, p. 13.

---

substantial evidence to support the agency's decision, the decision is presumed lawful and the court's job is done.") Although Castro does not raise a bona fide evidentiary challenge, as warrants emphasis, the City staff recommendation in support of the application (A. 2; T. 5ff.) is competent substantial evidence in support of the Resolution. *See, e.g., Village of Palmetto Bay v. Palmer Trinity Private School, Inc.,* 128 So. 3d 19, 27 (Fla. 3d DCA 2012) (staff recommendations of testimony of staff at hearing is competent substantial evidence in support of the city's decision); *City of Hialeah Gardens v. Miami-Dade Charter Found., Inc.*, 857 So. 2d 202, 205 (Fla. 3d DCA 2003) (testimony of professional staff constitutes competent substantial evidence in support of decision).

For the reasons stated by Diaz in his response to the Petition, the City does not believe that the "notice of appeal" is deficient, even under Castro's rigid view of what Section 9.08.03 requires.[5] Nevertheless, the City urges the Court to reject Castro's position on what the Code requires, under well-settled Florida law.

1. Section 9.08.03 is "directory."

First, contrary to Castro's assertion -- that the word "shall" is always mandatory -- Florida rules of statutory construction recognize that "shall" may be mandatory or directory, depending on the context.

> Generally, "shall" is interpreted to be mandatory where it refers to some action preceding the possible deprivation of a substantive right and directory where it relates to some immaterial matter in which compliance is a matter of convenience.

Shands Teaching Hosp. and Clinics, Inc. v. Sidksy, 936 So. 2d 715, 721-22 (Fla. 4th DCA 2006); *see also De Gregoria v. Balkwill*, 853 So. 2d 371, 374 (Fla. 2003) ("where the statute's directions are given merely with a view to the proper, orderly and prompt conduct of business," the word "shall" is construed as directory).

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[5] As the record reflects, Diaz identified in his "notice of appeal" the irregularity that occurred at the PZB hearing. (A. 11). Due to the recusal of several members of the PZB, only four members of the PZB voted and because the vote resulted in a tie, the application failed. The City believes that the "notice of appeal" is not deficient because it does in fact state the specific reason for the appeal to the Commission.

Section 9.08.03 does not touch upon the deprivation of any substantive right. *Cf. De Gregorio, supra* (holding that "shall" in forfeiture statute requiring seizing agency to file forfeiture complaint with 45 days was mandatory because it related to government action providing for the deprivation of a property right). To the contrary, Section 9.08.03 deals with "proper, orderly, and prompt conduct of business" in that, to state the obvious, *it gives directions* to a would be appellant; it does not concern an action by the City itself, much less an action that threatens to jeopardize a substantive property right. Accordingly, the Court should conclude that Section 9.08.03 is "directory."

2. The Court should defer to the City's interpretation.

The Court should defer to the City's interpretation of its own Code in this instance. *See, e.g., Las Olas Tower Co. v. City of Ft. Lauderdale*, 742 So. 2d 308, 312 (Fla. 4th DCA1999) ("Generally, a reviewing court should defer to the interpretation given a statute or ordinance by the agency responsible for its administration.") Case law recognizes that judicial deference is "not absolute," and where the interpretation is "unreasonable" or "clearly erroneous," judicial deference it not required. *Id.*; *see also Collier County Fire Control & Rescue Districts v. Florida Dep't of Fin. Services*, 869 So. 2d 1233, 1237 (Fla. 2d DCA 2004) ("This deferential standard of review requires that we uphold an agency's

statutory interpretation if it "is within the range of possible and reasonable interpretations," and not "implausible" and "unreasonable.")

Castro certainly does not show that the City's interpretation is "unreasonable," "implausible," or "clearly erroneous.[6] Indeed, the City's interpretation that "shall" in Section 9.08.03 is directory rather than mandatory, is by far the more plausible and reasonable interpretation. In fact, it is in keeping with the imminently reasonable approach taken by courts in the context of judicial appeals, that mere "technical defects" in a notice of appeal do not require dismissal.[7] As stated by the court in *Turnstall v. Folsom*, 616 So. 2d 1123, 1124 (Fla. 1st DCA 1993):

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6 Castro's reliance on *Town of Longboat Key v. Islandside Property Owners Coalition*, LLC, 95 So. 3d 1037 (Fla. 2d DCA 2012) is misplaced. There, the court declined to defer to the town's interpretation because it deemed the plain language susceptible to one meaning only, rejecting the town's argument that the language was ambiguous and, therefore, construction was required. Such is not the case here, where case law enshrines the principle of statutory construction, that the word "shall" is susceptible of two meanings.

7 *See, e.g., Bellizi v. Islamorada*, 161 So. 3d 486, 489 (Fla. 3d DCA 2014) (where the notice of appeal identified the final judgment sought to be appealed, omission of names of two of three appellants did not warrant dismissal of the appeal, in the absence of prejudice); *Y Duarte v. RMC South Florida, Inc.*, 973 So. 2d 495, 496 (Fla. 3d DCA 2008) ("[f]ailure to date a certificate of service to a timely filed notice of appeal is not a jurisdictional defect and will not support dismissal of an appeal absent a showing of prejudice").

> If the notice of appeal gives sufficient information from which it can be determined ... which order is being appealed, technical defects in the notice that neither affect jurisdiction nor mislead or prejudice the appellee do not require dismissal.

Here, the notice of appeal was crystal clear in its statement that Diaz invoked the Commission's jurisdiction to review the PZB result. *See* A. 11.

3. Castro shows no prejudice.

Finally, Castro shows no prejudice arising from the technical defect she perceives in the Commission's failure to embrace her rigid interpretation of Section 9.08.06. As the record reflects, Castro appeared at the PZB hearing and, so, was fully apprised as to what transpired there. Furthermore, she undisputedly had notice of the Commission hearing and was afforded a full and fair opportunity to be heard.[8] By contrast, had the Commission adopted Castro's interpretation and

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[8] Although Castro couches this point as a "departure from the essential requirements of law," the issue is properly framed under the first-prong of *Vaillant, supra*, whether the Commission accorded Castro procedural due process. Procedural due process requires both fair notice and a real opportunity to be heard 'at a meaningful time and in a meaningful manner.'" *Massey v. Charlotte County*, 842 So. 2d 142, 146 (Fla. 2d DCA 2003). Yet, it is only where procedural defects so prejudice the complaining party as to render the hearing in question "a hollow right" that a party is deprived of procedural due process. *Metro. Dade County v. Caputi*, 477 So. 2d 1097, 1088 (Fla. 3d DCA 1985). Accordingly, a party that establishes a procedural defect, but fails to adduce evidence that the defect prejudiced it, fails to establish a procedural due process violation. *See also, e.g., Mattern v. Florida Parole Comm'n*, 707 So. 2d 806, 808 (Fla. 4th DCA 1988); *Gordon v. Savage*, 383 So. 2d 646, 649 (Fla. 5th DCA 1980). Furthermore,

dismissed Diaz' appeal from the dais (as Castro contends should have transpired) -- Diaz would clearly have been prejudiced. Having timely filed his notice of appeal, dismissal of the appeal would have divested Diaz of the right afforded him, as property owner, to challenge the PZB "tie" result.

Accordingly, even if the Court were to conclude that the "notice of appeal" was deficient along the lines claimed by Castro (and it should not), because Section 9.08.06 is merely directory, because the Commission's interpretation of its own Code is not "clearly erroneous," and because Castro shows no prejudice, the Court should reject Castro's argument.

B. Castro Fails To Demonstrate Grounds To Quash The Resolution On The Basis Of Her Interpretation Of Section 9.08.06.

Castro also fails to demonstrate grounds to quash the Resolution on the basis of her interpretation of Section 9.08.06. Castro argues that the Code "simply does not allow for a de novo proceeding on appeal from the PZB to the City Commission." Petition, p. 15. The Court should reject this argument.

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the dictates of procedural due process rights are diminished where, as here, the complaining party is merely a non-applicant objector, not the property owner or applicant. *See, e.g. Carillon Comm'ty Residential v. Seminole Cnty.*, 45 So. 3d 7, 10 (Fla. 5th DCA 2010) (petitioners who merely participated in hearing had lesser procedural due process rights than applicant because applicant had substantial interest in development of the property at issue).

1. The term "appeal" is not dispositive.

The term "appeal" in and of itself is not dispositive. As the Florida Supreme Court explained in *Young v. Dep't of Comm'ty Affairs*, 625 So. 2d 831, 833 (Fla. 1993), an "appeal" may well encompass a *de novo* hearing because the term "appeal" is subject to interpretation in its "broadest, non-technical sense ... to mean merely application to a higher authority." *Id.* at 833 (quoting *Transgulf Pipeline Co. v. Bd. of County Comm'rs*, 438 So. 2d 876, 878 (Fla. 1st DCA 1983)). As the *Young* court concluded (in the context of section 380.07, Florida Statutes, governing "appeals" to the Florida Land and Water Adjudicatory Commission), the term "appeal" was to be construed as "a proceeding for formulating agency action, which would then be subject to judicial review." *Id.*

Case law reflects that de novo "appeals" to higher local governing bodies are a regular feature of local government. *See Taxi USA of Palm Beach, LLC v. City of Boca Raton*, 162 So. 3d 119, 123-24 (Fla. 4th DCA 2014) (rejecting argument that "appeal" to city council from hearing officer should have been confined to the record); *see also, e.g., Dusseau,* 794 So. 2d at 1276 (on appeal to board of county commissioners from decision of zoning appeals board, "the County Commission heard testimony from both sides at a lengthy hearing"); *Metro. Dade County v. Reining Corp.*, 399 So. 2d 379, 380 (Fla. 3d DCA 1981) (appeal to board of county

commissioners where commissioners weighed "all of the evidence which was before [them]"); *Drage-Grothe, Ltd. v. Lake Jessamine Property Owners Ass'n*, 304 So. 2d 504, 506 (Fla. 4th DCA 1975) (appeal from decision of planning and zoning board required *de novo* hearing before county commission); *City of Apoka v. Orange County,* 299 So. 2d 657, 658 (Fla. 4th DCA 1974) (*de novo* hearing held on appeal to board of county commissioners).

Thus, contrary to the thrust of Castro's argument, in the context of local government the term "appeal" encompasses the de novo proceeding before the Commission which occurred in this case, as an "application to a higher authority," *Young, supra.*[9]

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[9] The salient point is that local governments often establish evidentiary boards whose decision, if appealed at the local level, next comes before the ultimate decision-maker, the local government council, whose review encompasses new evidence. The process is a practical one: it allows decisions of evidentiary boards to become final unless an interested, aggrieved party "appeals," conserving Commission resources for only those matters which have left interested parties dissatisfied. That such "appeals" are often evidentiary underscores the point; where parties are sufficiently aggrieved to bring an "appeal," the matter is considered to be of sufficient importance that the Commission takes responsibility to hear all evidence, to insure that their decision, the final one, is as well-informed as possible.

2. Castro misinterprets Section 9.08.6.

Castro invokes Section 9.08.06 as grounds for her contention that the Commission erred in conducting a de novo "appeal." She fails, however, to read the single sentence of Section 9.08.06 in its entirety or in its context.

Section 9.08.06 states: "The city commission on review shall have *full power* to affirm, reverse, or modify the action of the planning and zoning board." (Emphasis added). Castro overlooks the word "full." In context, Section 9.08.06 follows the lengthier Section 9.08.05 which describes the powers of the PZAB; as Castro notes, Section 9.08.05, confers broad powers upon the PZB, including the power to "receive new materials" when such are "pertinent." There is no reason to think that, in expressly conferring "full" power upon the Commission, pursuant to Section 9.08.06, the Code confers lesser powers upon the Commission.

Furthermore, Section 9.08.06 cannot be read in a vacuum. "All meetings of the city commission ... shall be open to the public...." Section 2-44. And the Code contemplates broad participation by the public. "Any person desiring the address the City Commission" may do so, whether by "written communications," "oral communications," or by the "reading of protests [or] petitions," the latter specifically referencing matters relating "to *zoning*, sewer and street proceedings, hearings on protests, *appeals* and petitions, or similar matters...." Section 2-53.

Because persons are expressly invited to address the Commission in the very context of the appeal before the Court, namely, a "zoning" "appeal," the Court should reject that notion that appeals to the Commission pursuant to Section 9.08.06 cannot encompass the presentation of new material. By Code, they must.[10]

Hence, the Court should conclude that Castro, again, urges far too narrow a reading of the Code.[11] Read in its entirety and in context, the Code contemplates that an "appeal" to the Commission is de novo.[12]

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10 Castro's suggests at pages 4-5 of the Petition that the Commission could not properly have conducted a de novo hearing because the PZB notice of hearing advised that, if a person decides to appeal, he or she will need a record of the proceedings. As reflected in the PZB notice of hearing, such language is mandated by section 286.105, Florida Statutes, for all public hearings, including those before any "board, commission, or agency." Castro overlooks that a decision of the PZB ripens into final agency action, subject to *judicial appellate review*, in the event that a party disappointed by a PZB decision does not timely file a notice of appeal to the Commission within 15 days. *See* Section 9.08.02 (a party may appeal to the Commission "by filing a notice of appeal with the city clerk within 15 days of the decision"). Thus, inclusion of the statutorily mandated language in the PZB notice does not dictate the nature of review before the Commission, as Castro imagines. Simply, it serves to advise that judicial appellate review requires a transcript.

11 Castro's reliance on *Dougherty v. City of Miami*, 13 Fla. L. Weekly Supp. 959a (Fla. 11th Circuit, Appellate Division, Nov. 13, 2008) is misplaced. There, the court construed an entirely different provision in an entirely different code.

3. Castro shows no prejudice and failed to object below.

Finally, the Court should reject Castro's argument because Castro shows no prejudice, herself having introduced new evidence in the form of her own expert witness. *See* T. 43 ff. Moreover, as the record reflects, while Castro objected to the form of the notice of appeal, she did not object to the de novo nature of the proceedings. *See* T. 37, 38, 40. Where, as here, a party fails to object to an erroneous procedure utilized at a hearing and, in fact, utilizes those procedures for its own benefit, the error is harmless. *See, e.g., Dep't of Highway Safety & Motor Vehicle v. Fernandez*, 114 So. 3d 266, 271 (Fla. 3d DCA 2012) (any error by the hearing officer in conducting proceedings telephonically did not prejudice the complaining party, where the party did not object and availed itself of the procedure).[13]

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[12] Again, the Court should defer to the City's interpretation of the Code. Castro does not show that the City's interpretation is "clearly erroneous," *Las Olas, supra*, "unreasonable" or "implausible," *Collier, supra*.

[13] *See, e.g., Sunset Harbour Condominium Ass 'n v. Robbins*, 914 So. 2d 925, 928 (Fla. 2005) ("As a general rule, it is not appropriate for a party to raise an issue for the first time on appeal. In order to be preserved for further review by a higher court, an issue must be presented to the lower court and the specific legal argument or ground to be argued on appeal or review must be part of that presentation if it is to be considered preserved.") (internal citations omitted); *Castor v. State*, 365 So. 2d 701, 703 (Fla. 1978) ("As a general matter, a reviewing court will not consider points raised for the first time on appeal."); *Sayad v. Alley*, 508 So. 2d 485, 486 (Fla. 3d DCA 1987)

Accordingly, the Court should reject Castro's argument because the de novo proceeding before the Commission, a regular feature of local government, was entirely proper under the Code, Castro was not prejudiced by the de novo nature of the proceeding and waived her objection by failing to raise it below.

V. CONCLUSION

On the basis of the record, the foregoing argument and authority, the Court should deny the Petition in all respects. Castro shows no prejudice whatsoever and misreads the City Code. The Code merely gives *direction* for the form of a "notice of appeal," and as is the case in many municipalities, the City Code uses the term "appeal" to mean, merely, application to the City Commission as a higher authority.

(failure to preserve alleged error below constitutes waiver of issue for appellate purposes).

CASE NO. 2015-000258-AP-01
LOWER COURT CASE NO. 15-4054

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was sent via Electronic Mail to **Paul C. Savage, Esq.** (Paul@SavageLegal.com), The Law Offices of Paul C. Savage, P.A., *Attorneys for Petitioner,* 100 Almeria Avenue, Suite 220, Coral Gables, Florida, 33134; and, **Frances G. De La Guardia, Esq.** (frances.guasch@hklaw.com), Holland & Knight LLP, *Attorneys for Respondent, Castro,* 701 Brickell Avenue, Suite 3300, Miami, Florida, 33131, this 10th day of November , 2015.

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
Attorneys for Petitioners
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134
Telephone: (305) 854-0800

By: _____
LAURA K. WENDELL
Florida Bar No. 0053007
Primary: lwendell@wsh-law.com
Secondary: lmartinez@wsh-law.com
JOHN J. QUICK
Florida Bar No. 648418
Primary: jquick@wsh-law.com
Secondary: lmartinez@wsh-law.com

CERTIFICATE OF COMPLIANCE

I hereby certify that this Response was prepared in Times New Roman, 14-point font, in compliance with Rule 9.210(a)(2) of the Florida Rules of Appellate Procedure.

By: _____
LAURA K. WENDELL

Resolution 16-_____

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER AUTHORIZING THE MAYOR TO ESTABLISH A NONPROFIT ENTITY FOR THE PURPOSES OF INDEPENDENTLY MANAGING AND COORDINATING THE POLICE OFF-DUTY SERVICES PROVIDED BY THE CITY OF SWEETWATER ; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the City wishes to establish a nonprofit entity to independently manage and coordinate the delivery of police off-duty services provided by the Sweetwater Police Department;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER:

Section 1. The Mayor is authorized to take all necessary actions to establish a nonprofit entity for purposes of managing and coordinating the delivery of police off-duty services provided by the Sweetwater Police Department.

Section 2. The Mayor is authorized to spend such sums as may be necessary for purposes of paying filing fees required by the Florida Department of State, Florida Department of Revenue and the United State Internal Revenue Service, as may be necessary to effectuate this resolution.

Section 3. This resolution 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 _____, 2016.

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. 16 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING AN ENGAGEMENT CONTRACT BETWEEN GUILLERMO CUADRA P.A. AND THE CITY OF SWEETWATER, FLORIDA FOR CITY ATTORNEY SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Guillermo Cuadra, Esquire was appointed City Attorney by the City Commission on July 6, 2015; and

WHEREAS, the City wishes to enter into a written contract with the City Attorney.

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

Section 1. The recitals above are true and correct and incorporated herein.

Section 2. The Engagement Contract between Guillermo Cuadra, P.A. and the City of Sweetwater, attached hereto as Exhibit "A" (the Agreement) is approved. The Mayor is authorized to execute the Agreement on behalf of the City.

Section 3. This Resolution shall become effective upon its adoption by the City Commission.

PASSED and ADOPTED this ____ day of _____, 2016.

_____
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	____

CITY ATTORNEY

ENGAGEMENT CONTRACT

This ENGAGEMENT CONTRACT made and entered into this ____ day of January, 2016, by and between **CITY OF SWEETWATER,** a municipal corporation organized and existing under the laws of the State of Florida, whose address is 500 SW 109TH Avenue, Sweetwater, Florida 33174, hereinafter referred to as the "CITY", as party of the first part, and **Guillermo Cuadra, P.A.** and Guillermo Cuadra as leading attorney, whose address is 3250 NE First Avenue, Suite 334, Miami, Florida 33137, hereinafter referred to as the "ATTORNEY", as party of the second part;

WITNESSETH:

A. **WHEREAS,** the Commission of the City of Sweetwater (hereinafter "COMMISSION") as the governing body of the CITY wishes to engage the legal services of the ATTORNEY as City Attorney for the City of Sweetwater pursuant to the provisions of Article III, Section 3.09 of the Charter ·of the CITY, and the provisions of this Engagement Contract; and

B. **WHEREAS,** the ATTORNEY is a member of The Florida Bar and a citizen of the United States and is willing to perform the services of City Attorney of the CITY in accordance with the aforesaid Code and Charter provisions, and the provisions of this Engagement Contract; and

C. **WHEREAS,** said CITY and ATTORNEY desire to hereby document the specific terms and conditions of the ATTORNEY'S engagement as City Attorney;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration receipt of which is hereby acknowledged by the CITY and the ATTORNEY, said parties agree as follows:

SECTION 1. SERVICES

The ATTORNEY agrees to perform as City Attorney for the CITY during the term of this engagement, all legal services described in the aforesaid Code and Charter sections, and in addition thereto, the following legal services, to-wit:

(A) Attend and be present throughout all meetings of the COMMISSION, both regular and special.

(B) Prepare and deliver all ordinances and resolutions for inclusion thereof in the agenda of the next regular or special meeting of the COMMISSION after the ordinances and resolutions are authorized.

(C) Advise the Mayor, COMMISSION members, and executive staff concerning City business when requested. This is to include legal opinions in writing if requested.

(D) Prepare or approve all contracts to which the CITY is a party.

(E) Serve as attorney for the CITY's Planning and Zoning Board, and attend all meetings of that Board, advise said Board on all legal matters pertaining to its functions.

(F) Serve as attorney for the Elected Officials Pension Board and attend all meetings of the Board, advise said Board on all legal matters pertaining to its functions.

(G) Review, correct and approve all subdivision plats, joinders, title opinions, performance agreements, Letters of Credit, bonds, escrow agreements, and other documents pertaining to subdivision developments.

(H) Render all legal services required by the CITY in the general conduct and operation of CITY business, except for special litigations, and bond issues as to which separate and independent engagements will be entered into between the CITY and the ATTORNEY, or between the CITY and other specially engaged counsel.

SECTION 2. TERM OF ENGAGEMENT.

The term of the ATTORNEY'S engagement under this contract shall be at the will and pleasure of the COMMISSION, subject to the right of the ATTORNEY to resign at any time following reasonable advance notice to the CITY. Unless sooner terminated by the CITY or the ATTORNEY, the term of this engagement shall be retroactively approved for the period commencing on July 7, 2015, and shall continue in effect until September 30, 2016 unless terminated or renegotiated by either party upon 60 days written notice. This contract shall be renewed automatically for one fiscal year upon the same terms and conditions.

SECTION 3. COMPENSATION.

(A) The CITY agrees to pay, and the ATTORNEY agrees to accept, compensation for the services of said ATTORNEY in the amount of $10,000.00 per month. This amount is inclusive of all professional dues and professional development expenses.

(B) The CITY agrees to provide ATTORNEY with Health Insurance coverage by enrolling him in the group plan administered by the CITY.

(C) The ATTORNEY is required to be on call for twenty-four hour service. In recognition thereof the CITY shall grant to ATTORNEY a car allowance of $500 per month.

SECTION 4. GENERAL.

(A) The CITY understands and agrees that the ATTORNEY will also be representing clients other than the CITY, and that this engagement is not for the exclusive services of the ATTORNEY. However, the ATTORNEY agrees not to represent the CITY, nor accept representation of other clients in any matter that would create a conflict of interest on the part of the ATTORNEY or violate any provision of the CITY Code or Charter, rule of conduct for attorneys promulgated by The Florida Bar, or Florida Statute or Administrative Rule governing ethical conduct of persons serving in the capacity of City Attorney.

(B) ATTORNEY herein expressly agrees and acknowledges that he is an independent contractor. As such, it is expressly agreed and understood between the parties hereto, in entering into this professional services contract, that CITY shall not be liable to the ATTORNEY for any benefits or coverage as provided by the Worker's Compensation Law of the State of Florida.

(C) ATTORNEY herein expressly declares and acknowledges that he is an independent contractor, and as such is being hired by the CITY under this contract, and therefore, it is expressly declared and understood between the parties hereto, in entering into this professional services contract, and in connection with unemployment coverage only that: (1). ATTORNEY has been and will be free from any control or direction by the CITY over the performance of the services covered by this ATTORNEY; (2). Services to be performed by ATTORNEY are outside the normal course and scope of the CITY's usual business; and (3). ATTORNEY has been independently engaged in the practice of law during times prior to the date of this contract. Consequently, neither ATTORNEY nor anyone employed by ATTORNEY shall be considered an employee of CITY for purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

(D) It is expressly agreed and understood between the parties entering into this professional services contract that the ATTORNEY, acting as an independent agent, shall not receive any sick or annual leave benefits from the CITY.

SECTION 5. ENTIRE AGREEMENT.

This Contract contains the entire agreement of the parties and there are no unwritten agreements or understandings between the parties that are not set forth in this instrument. Any subsequent amendment, alteration or modification of this Agreement shall be in writing, signed by both CITY and ATTORNEY, in order to have any force or effect.

IN WITNESS WHEREOF, the CITY OF SWEETWATER has caused this Agreement to be signed and executed in its behalf in duplicate by its Mayor, duly attested by its City Clerk, and the ATTORNEY has signed and executed this Agreement in duplicate, the day and year first above written.

_____
Orlando Lopez
Mayor

ATTEST:

_____
Marie "Val" Schmidt
City Clerk

_____
Guillermo Cuadra
City Attorney

RESOLUTION NO. 16 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, DIRECTING SPECIAL COUNSEL FOR THE CITY, GENOVESE JOBLOVE & BATTISTA, P.A., TO FILE SUIT IN A COURT OF COMPETENT JURISDICTION TO RESOLVE THE ISSUES IN DISPUTE BETWEEN THE CITY COMMISSION AND THE MAYOR; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on November 24, 2015 the City Commission directed the City Attorney to seek outside special counsel to assist the City Commission with matters in dispute with the City Mayor; and

WHEREAS, the City Commission approved the engagement of Genovese Joblove & Battista, P.A. as special outside; and

WHEREAS, the City Commission wishes to seek declaratory relief in a court of competent jurisdiction with respect to matters in dispute with the Mayor including but not limited to budget matters, appointment of department heads, and unbudgeted positions.

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

Section 1. The recitals above are true and correct and incorporated herein.

Section 2. The City Commission directs Genovese Joblove & Battista, P.A., Special Outside Counsel for the City, to seek declaratory relief in a court of competent jurisdiction with respect to matters in dispute with the Mayor including but not limited to budget matters, appointment of department heads, and unbudgeted positions.

Section 3. 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: 12/28/2015

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

From: Mayor Orlando Lopez

Re: Acceptance of Donation

DESCRIPTION OF ITEM

See attached list of 13 cars donated by the City of Miami.

BACKGROUND

Donation of cars including light equipment

FISCAL IMPACT

Donation (no cost)

RECOMMENDATION

Approve and accept donation of 13 cars, 2 are for parts only.

_____

Department / Section Director

Placido Diaz
Chief of Police

November 3, 2015

Daniel J. Alfonso
City Manager
City of Miami

I hope this correspondence finds you in good spirits. I am very grateful for the hospitality and professional courtesy your personnel showed Deputy Chief of Police Ricardo Roque during his visit to the City of Miami Police Department Motor Pool. As per our previous conversation, in reference to the overwhelming need for police vehicles in the City of Sweetwater Police Department and our current state of financial emergency, our fleet of police vehicles have become the topic of major concern. Some of our vehicles are over 15 years old and are not in any condition to provide professional police services. Those vehicles in question need to be replaced immediately.

Deputy Chief Roque met with Officer R. Fuentes and he identified the following dead lined vehicles. I am interested in the following police vehicles:

13

#27140
#27144
#28234
#25135
#23305
#25188
#25155

#28106 (For parts)
#25190 (Need a cage donated)
#28195 (For back seat and cage)
#27226 (Unmarked)
#25321 (Unmarked)
#27267 (unmarked)

I would very much appreciate if the City of Miami would consider donating the above mentioned vehicles to the City of Sweetwater Police Department. Those vehicle may not solve our financial troubles but will assist in maintaining the level of professional public service the residents of the City of Sweetwater deserve. Thank you in advance for your assistance.

With great respect and admiration,

Placido Diaz
Chief of Police

500 Southwest 109 Avenue Sweetwater, Florida 33174 • Phone: 305-221-0411
Website: www.cityofsweetwater.fl.gov

G.S.A. Fleet Management
Sweetwater Donation, Inventory List

11/16/2015

Unit No.	Year	Make	Model	Department	Sub-Class	V.I.N. No.	License	Mileage	Cool Tag/GPS
Crown Victoria									
23305	2003	Ford	Crown Victoria	Police	Marked Pol Pur	2FAFP71W53X181397	217521	69,957	
25135	2005	Ford	Crown Victoria	Police	Marked Pol Pur	2FAFP71W15X101130	227663	94,211	
25155	2005	Ford	Crown Victoria	Police	Marked Pol Pur	2FAFP71W15X101175	227683	90,556	
25188	2005	Ford	Crown Victoria	Police	Marked Pol Pur	2FAFP71W45X101171	231139	70,716	
25190	2005	Ford	Crown Victoria	Police	Marked Pol Pur	2FAFP71WX5X101112	231141	106,760	
27140	2007	Ford	Crown Victoria	Police	Marked Pol Pur	2FAFP71W27X110230	XA2449	113,878	
27144	2007	Ford	Crown Victoria	Police	Marked Pol Pur	2FAFP71W07X110226	XA4043	126,619	
28106	2008	Ford	Crown Victoria	Police	Marked Pol Pur	2FAFP71V28X122483	XB2610	100,915	
28195	2008	Ford	Crown Victoria	Police	Marked Pol Pur	2FAFP71V18X122572	XB2491	127,685	
28234	2008	Ford	Crown Victoria	Police	Marked Pol Pur	2FAFP71V78X122611	XB3165	112,744	
Total: 10									
Taurus									
25321	2005	Ford	Taurus	Police	Police Admin.	1FAFP53UX5A301013	127999	122,831	OK
27226	2007	Ford	Taurus	Police	Police Admin.	1FAFP53U47A121576	240130	101,288	OK
27267	2007	Ford	Taurus	Police	Police Admin.	1FAFP53U27A133712	240174	121,060	
Total: 3									
Total: 13									

Mayor Orlando Lopez

MEMORANDUM

Date: December 22nd, 2015

To: Guillermo Cuadra, City Attorney

From: Mayor Orlando Lopez

Re: **Payment of IDF Invoices**

DESCRIPTION OF ITEM:

Please find below an itemized description of three invoices pertaining to IDF, each one totaling over $1,000.00 (hard copies will be attached)

Invoice SRV 1565 for $1,062.51

04/20/2015 Service Ticket 13378: Problem with laptop and server and FileZilla

04/07/2015 Service Ticket 13114: Reset of Julio Quintana's email password

04/15/2015 Service Ticket 13265: Problem with the mouse on AV server

04/24/2015 Service Ticket 12877: Failover review for Internet connectivity

04/23/2015 Service Ticket 13433: Granicus Server

04/24/2015 Service Ticket 13340: Logos security training and review

04/29/2015 Service Ticket 13512: Issue with virtual machines

04/19/2015 Service Ticket 12987: Logos.NET release 9.2 is available

04/26/2015 Service Ticket 12987: Ibidem

04/27/2015 Service Ticket 12987: Ibidem

04/29/2015 Service Ticket 12987: Ibidem

05/01/2015 Service Ticket 13515: Failing drive on Logos IBM server

05/07/2015 Service Ticket 13515: Ibidem

05/06/2015 Service Ticket 13543: Executime/ Sweetwater/Backup

05/08/2015 Service Ticket 13566: Return of Ilsa's original PC to IT

Invoice SRV 1677 for $ 1,125.01

06/02/2015 Service Ticket 13823: New Chief of Staff

06/03/2015 Service Ticket 13769: Copy Logos Live to Test

06/03/2015 Service Ticket 13743: Need Rolando Martin laptop backup

06/08/2015 Service Ticket 13862: Logos access for Ralph Ventura COS

06/08/2015 Service Ticket 13865: Request new email address for Gilberto Pastoriza (new COSW attorney)

06/12/2015 Service Ticket 13879: Need set up the Commission Chamber for Granicus Training

06/12/2015 Service Ticket 13879: Ibidem

06/12/2015 Service Ticket 13924: Assist Frank for PC setup for IT in IT Office

Invoice SRV 1681 for $1,703.13

06/15/2015 Service Ticket 13879: Need set up the Commission Chambers for Granicus Training

06/16/2015 Service Ticket 13879: Ibidem (cont.)

06/17/2015 Service Ticket 13879: Ibidem (cont.)

06/18/2015 Service Ticket 13973: Re-enable Red Light COSW user

06/26/2015 Service Ticket 14051: Install and configure the new Access Points

IDF
1987 NW 88th Court
Suite 202
Doral, FL 33172
(305) 443-0331

Bill To:
COSW - Information Technology Attn: Frank Ramos 500 S.W. 109 Ave. Sweetwater, FL 33174 United States

Date	Invoice
05/18/2015	SRV1565
Account	
COSWIT	

Terms	Due Date	PO Number	Reference	
Due Upon Receipt	05/18/2015			

** Thank you for your prompt payment **

Services	Work Type	Hours	Rate	Amount
Billable Services				
HelpDesk	Onsite	0.50	62.50	$31.25
Systems Engineer	Onsite	3.00	62.50	$187.50
Systems Engineer	Regular	13.50	62.50	$843.76
Non-Billable Services				
Systems Engineer	Regular	0.25	62.50	$0.00
			Total Services:	**$1,062.51**

PAYMENT OPTIONS:		
ONLINE PAYMENT: https://ipn.intuit.com/pay/IDF	**Invoice Subtotal:**	$1,062.51
	Sales Tax:	$0.00
Make checks payable to IDF	**Invoice Total:**	**$1,062.51**

Invoices are due and payable as specified. Any outstanding unpaid balance shall be subject to a finance charge of 1.5% per month as of due date until paid in full.

** Review the foregoing carefully and contact us with any questions, concerns or dispute with reference to same. If we do not receive any written notification from you within 7 days of receipt of this invoice, we will assume the invoice is correct and you waive to contest. **

Invoice Time Detail

Invoice Number: SRV1565
Company: COSW - Information Technology

Charge To: COSW - Information Technology / Executime / Sweetwater/Backup Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
5/6/2015 12:00 PM - 12:40 PM	Rodriguez, Victor	**Service Ticket:13543** **Summary:Executime / Sweetwater/Backup** Connected to SQL server and transferred backup Job t the COSW-EXECU-TIME server in folder C:\SQL backup\	Y	0.75	62.50	$46.88

Subtotal: $46.88

Charge To: COSW - Information Technology / Failing Drive on Logos IBM server Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
5/1/2015 9:00 AM - 9:24 AM	Rodriguez, Victor	**Service Ticket:13515** **Summary:Failing Drive on Logos IBM server** Contacted IBM to Have replacement Drive shipped to us drive is to arrive on Monday	Y	0.50	62.50	$31.25
5/7/2015 11:30 AM - 12:00 PM	Silva, Miguel	**Service Ticket:13515** **Summary:Failing Drive on Logos IBM server** IDF went to location, removed defective HDD, installed the new HDD. Checked that yellow light warning was not showing again.	Y	0.50	62.50	$31.25

Subtotal: $62.50

Charge To: COSW - Information Technology / Failvover review for internet connectivity Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
4/24/2015 2:00 PM - 3:00 PM	Rodriguez, Victor	**Service Ticket:12877** **Summary:Failvover review for internet connectivity** connected to firewall at City to review a speed issue and noticed that the firewall had failed over to the Earthlink circuit thereby validating Fail-over is working the speed issue is due to slower internet band with on the Earthlink circuit as apposed to Comcast	Y	1.00	62.50	$62.50

Subtotal: $62.50

Charge To: COSW - Information Technology / Install Granicus Server Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
4/23/2015	Rodriguez, Victor	**Service Ticket:13433** **Summary:Install Granicus Server** connected to firewall to review after being advised that traffic was not flowing form Granicus Server i asked for required port settings and was sent a pdf doc with port to allow but all were outgoing connection so i configured a new policy on firewall to allow the Granicus server direct out bound traffic	Y	1.00	62.50	$62.50

4:00 PM - 4:59 PM		or unrestricted outbound traffic				

Subtotal: $62.50

Charge To: COSW - Information Technology / issue with Virtual machines Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
4/29/2015	Rodriguez, Victor	**Service Ticket:13512** **Summary:issue with Virtual machines** connected to network and reviewed server connections found issue with the two AD servers connected and reviewed logs found several services not running so servers were restarted	Y	2.00	62.50	$125.00
12:45 PM - 2:35 PM						

Subtotal: $125.00

Charge To: COSW - Information Technology / Logos security training and review Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
4/24/2015	Silva, Miguel	**Service Ticket:13340** **Summary:Logos security training and review** IDF went to City Hall, joined the training on Logos Security, invited Carolina to better understand the roles of the finance department and their respective security levels. Did tests on the Logos Test. Interacted with trainer and requested help with all pending changes. Some of them were fix right then, some others needed to be escalated.	Y	3.00	62.50	$187.50
9:30 AM - 12:30 PM						

Subtotal: $187.50

Charge To: COSW - Information Technology / Logos.NET Release 9.2 is Available Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
4/19/2015	Ramos, Cesare	**Service Ticket:12987** **Summary:Logos.NET Release 9.2 is Available** A case was opened with New World requesting the update and license to be posted to the portal. New World Case # 2147078	NC	0.25	62.50	$0.00
9:50 PM - 9:51 PM						
4/26/2015	Ramos, Cesare	**Service Ticket:12987** **Summary:Logos.NET Release 9.2 is Available** Actions performed: * Download 9.2 update to SQL server * Transferred 9.2 license key to SQL server * Prerequisites were ran on SQL server for test database. * Copied the 9.2 update to the Logos Test server and update was ran. Update ran successfully and upon attempt to login to Logos Test, a server runtime error was received. A ticket was opened with Logos. New World case # 2148096	Y	2.50	62.50	$156.25
3:00 PM - 5:30 PM						
4/27/2015	Ramos, Cesare	**Service Ticket:12987** **Summary:Logos.NET Release 9.2 is Available**	Y	2.00	62.50	$125.00

		Actions performed: * Worked with Logos support for resolution of the issue of the Logos test application not loading. * Notified all users of status throughout process * It was determined that Logos application server components were not loading correctly thus had to be removed, cleaned up, and reinstalled. Validated all functionality and notified all users that access was available.				
9:00 AM - 11:00 AM						
4/29/2015	Ramos, Cesare	**Service Ticket:12987** **Summary:Logos.NET Release 9.2 is Available** Actions performed: * Transferred 9.2 update & license key to Live server * Prerequisites were ran on SQL server for live database. * Update was ran from 9.0 to 9.2 on Live. * Restarted the server. Update ran successfully and validation on login was performed. All functioned correctly.	Y	2.00	62.50	$125.00
9:30 PM - 11:30 PM						

Subtotal: $406.25

Charge To: COSW - Information Technology / problem with laptop and server and Filezilla Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
4/20/2015	Ramos, Cesare	**Service Ticket:13378** **Summary:problem with laptop and server and Filezilla** Actions performed: * Validated that the laptop had connectivity to video server via ping and tracert. * Opened Filezilla and connected to video server via the sites listed in site manager. * Worked with Julio to show him how to use site manager based sites. All was operational.	Y	0.50	62.50	$31.25
10:00 AM - 10:30 AM						

Subtotal: $31.25

Charge To: COSW - Information Technology / Problem with the mouse on the AV server Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
4/15/2015	Ramos, Cesare	**Service Ticket:13265** **Summary:Problem with the mouse on the AV server** Actions performed: * Validated functionality of video server. Server was operational. * Validated that all cables were connected to the AV server. * Restarted the AV server as the connections are PST. Upon restart all worked with no issues.	Y	0.25	62.50	$15.63
10:00 AM - 10:15 AM						

Subtotal: $15.63

Charge To: COSW - Information Technology / Reset of Julio Quintana's email password Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt

4/7/2015 3:00 PM - 3:20 PM	Silva, Miguel	**Service Ticket:13114** **Summary:Reset of Julio Quintana's email password** IDF reset password for jquintana@cityofsweetwater.fl.gov to the default password, Mr. Ramos has been informed of the changes, and provided new password via text message to his cell phone.	Y	0.50	62.50	$31.25

Subtotal: $31.25

Charge To: COSW - Information Technology / Return of Ilsa's original PC to IT Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
5/8/2015 9:30 AM - 10:00 AM	Silva, Miguel	**Service Ticket:13566** **Summary:Return of Ilsa's original PC to IT** IDF went to location. Returned Ilsa's PC completely functional to IT office at City Hall.	Y	0.50	62.50	$31.25

Subtotal: $31.25

Invoice Time Total:	**Billable Hours:**	17.00
	:	0.25

IDF
1987 NW 88th Court
Suite 202
Doral, FL 33172
(305) 443-0331

Bill To:
COSW - Information Technology Attn: Frank Ramos 500 S.W. 109 Ave. Sweetwater, FL 33174 United States

Date	Invoice
06/15/2015	SRV1677
Account	
COSWIT	

Terms	Due Date	PO Number	Reference	
Due Upon Receipt	06/15/2015			
** Thank you for your prompt payment **				

Services	Work Type	Hours	Rate	Amount
Billable Services				
HelpDesk	Regular	9.00	62.50	$562.50
Systems Engineer	Regular	9.00	62.50	$562.51
Non-Billable Services				
HelpDesk	Regular	0.50	62.50	$0.00
Systems Engineer	Regular	0.25	62.50	$0.00
			Total Services:	**$1,125.01**

PAYMENT OPTIONS:		
ONLINE PAYMENT: https://ipn.intuit.com/pay/IDF	**Invoice Subtotal:**	$1,125.01
	Sales Tax:	$0.00
Make checks payable to IDF	**Invoice Total:**	**$1,125.01**

Invoices are due and payable as specified. Any outstanding unpaid balance shall be subject to a finance charge of 1.5% per month as of due date until paid in full.

** Review the foregoing carefully and contact us with any questions, concerns or dispute with reference to same. If we do not receive any written notification from you within 7 days of receipt of this invoice, we will assume the invoice is correct and you waive to contest. **

Invoice Number: SRV1677
Company: COSW - Information Technology

Charge To: COSW - Information Technology / Assist Frank for pc setup for IT in IT office Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
6/12/2015	Silva, Miguel	**Service Ticket:13924** **Summary:Assist Frank for pc setup for IT in IT office** IDF performed the following actions in Mr. Neira's PC > Backed up all settings and data from Laptop > Joined PC named COSW-ANeira to COSW domain > Logged in as ANeira to create new domain user profile > Transferred all documents and settings from backup and from an existing local profile within the same system > Ran Outlook profiler for aneira@cityofsweetwater.fl.gov > Laptop was transferred to commissioners chamber for training > IDF renamed laptop used by Mr. Cuadra from COSW-GCUADRA to COSW-IT-DIV > Joined laptop to COSW domain and logged in as FRamos to create a new domain user profile > Ran Outlook profiler for framos@cityofsweetwater.fl.gov > Setup static IP config for Mr. Ramos's laptop > Created reservation for this IP address in the DHCP server > Added address to the special proxy policy in the firewall	Y	2.50	62.50	$156.25
2:00 PM - 4:30 PM						

Subtotal: $156.25

Charge To: COSW - Information Technology / Copy Logos Live to Test Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
6/3/2015	Ramos, Cesare	**Service Ticket:13769** **Summary:Copy Logos Live to Test** Actions performed: * Created a new backup for live. * Stopped all Logos services on test server * Restored live backup to test database * Validated test environment was working	Y	0.25	62.50	$15.63
7:30 AM - 7:45 AM						

Subtotal: $15.63

Charge To: COSW - Information Technology / Need Rolando Martin laptop backup Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
6/3/2015	Fajardo, Lazaro	**Service Ticket:13743** **Summary:Need Rolando Martin laptop backup** IDF Logged on to remote connect software PC RMartin was disconnected Contacted Frank Ramos to have turned on Left machine on for Victor Rodriguez to perform at a later time.	NC	0.50	62.50	$0.00
11:30 AM - 11:49 AM						

Subtotal: $0.00

Charge To: COSW - Information Technology / Need set up the Commission Chamber for Granicus Training Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
6/12/2015 8:00 AM - 1:00 PM	Silva, Miguel	**Service Ticket:13879** **Summary:Need set up the Commission Chamber for Granicus Training** IDF went to location and performed the following actions: > Setup 11 laptops in the commissioners chamber for Granicus training > We setup a wireless access point (SSID TRAINING) and connected to the network > Connected all 11 laptops to network > Created a local users (Granicus Training) for each laptop > Created shortcuts on desktop to Granicus web access > Attempted to install Granicus application but 7 laptops did not meet the minimum system specs > We had to run MS Windows updates to get the latest .NET 4.0 and later, and the IE 10 or later > Installed Granicus application and logged in using the training user GT > Validated that all systems were able to access Granicus	Y	5.00	62.50	$312.50
6/12/2015 9:00 AM - 6:00 PM	Fajardo, Lazaro	**Service Ticket:13879** **Summary:Need set up the Commission Chamber for Granicus Training** IDF Arrived on site -Received 12 pc's -Took Pc's over to Commission Chambers -received Mayor and Ralph Venturas ipads installed llegislate -set up Legistar on pc's in chamber and checked for functionality -Contacted rebecca and confirmed all was functional and ready for monday -Receieved two old IPhone 4s and could not unlock due to personal locks set by last users. -used apple steps to recover and was unsuccessful	Y	9.00	62.50	$562.50

Subtotal: $875.00

Charge To: COSW - Information Technology / New Chief of Staff (COS) Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
6/2/2015 5:55 PM - 6:48 PM	Silva, Miguel	**Service Ticket:13823** **Summary:New Chief of Staff (COS)** IDF created user RVentura for Ralph Ventura in Logos (Live and Test) We have reviewed that all settings, permissions and security levels would match those as Guillermo Cuadra	Y	1.00	62.50	$62.50

Subtotal: $62.50

Charge To: COSW - Information Technology / RE: Logos access for Ralph Ventura Chief of Staff Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
6/8/2015	Silva, Miguel	**Service Ticket:13862** **Summary:RE: Logos access for Ralph Ventura Chief of Staff** Dear Elena:	NC	0.25	62.50	$0.00

1:30 PM - 1:38 PM		This has been taken care of as described in ST # 13823 Mr. Ramos has been notified of it and provided the credentials.				

Subtotal: $0.00

Charge To: COSW - Information Technology / Request new email address for Gilberto Pastoriza (new COSW attorney)
Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
6/8/2015 2:02 PM - 2:17 PM	Silva, Miguel	**Service Ticket:13865** **Summary:Request new email address for Gilberto Pastoriza (new COSW attorney)** IDF created new mailbox gpastoriza@cityofsweetwater.fl.gov for Gilberto Patoriza Credentials have been provided to Mr. Ramos via a separate email.	Y	0.25	62.50	$15.63

Subtotal: $15.63

Invoice Time Total:	**Billable Hours:**	**18.00**
	:	**0.75**

IDF
1987 NW 88th Court
Suite 202
Doral, FL 33172
(305) 443-0331

Bill To:
COSW - Information Technology Attn: Frank Ramos 500 S.W. 109 Ave. Sweetwater, FL 33174 United States

Date	Invoice
06/29/2015	SRV1681
Account	
COSWIT	

Terms	Due Date	PO Number	Reference	
Due Upon Receipt	06/29/2015			
** Thank you for your prompt payment **				

Services	Work Type	Hours	Rate	Amount
Billable Services				
HelpDesk	Onsite	1.00	62.50	$62.50
Systems Engineer	Regular	3.00	62.50	$187.50
HelpDesk	Regular	23.25	62.50	$1,453.13
			Total Services:	**$1,703.13**

PAYMENT OPTIONS:	**Invoice Subtotal:**	$1,703.13
ONLINE PAYMENT: https://ipn.intuit.com/pay/IDF	**Sales Tax:**	$0.00
Make checks payable to IDF	**Invoice Total:**	**$1,703.13**

Invoices are due and payable as specified. Any outstanding unpaid balance shall be subject to a finance charge of 1.5% per month as of due date until paid in full.

** Review the foregoing carefully and contact us with any questions, concerns or dispute with reference to same. If we do not receive any written notification from you within 7 days of receipt of this invoice, we will assume the invoice is correct and you waive to contest. **

- Cover memo detailing invoice and expenses
- File for Board & Co Commission signature and post budget

Invoice Time Detail

Invoice Number: SRV1681
Company: COSW - Information Technology

Charge To: COSW - Information Technology / Install and configure the new Access points Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
6/26/2015	Silva, Miguel	**Service Ticket:14051** **Summary:Install and configure the new Access points** IDF went to location and performed the following actions: > Installed UniFi controller for Ubiquiti APs in server > Created new SSID (COSW-AP) > Installed 3 APs (Finance, IT office, and Chamber) > Adopted and configured all 3 access points > Tested coverage and speed from different locations within the City Hall > Found weak spots in City Clerk's office and Reception	Y	3.00	62.50	$187.50
9:00 AM - 12:00 PM						

Subtotal: $187.50

Charge To: COSW - Information Technology / Need set up the Commission Chamber for Granicus Training Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
6/15/2015	Fajardo, Lazaro	**Service Ticket:13879** **Summary:Need set up the Commission Chamber for Granicus Training** IDF Arrived on-site -unlocked door to chambers office -turned on and started Granicus application on all pcs in comission chamber -assisted Granicus instructor with power cables and tv for presentation -assisted users in following along -went desk to desk in building and loaded legistar5 -troubleshooted joana login issue, issue resolved -troubleshooted lorenas login issue no success -pcs with legistar permission issues left anna,lorena,Mayor,indira pcs -troubleshoot granicus encoder live manager with support call to Granicus -Resolved Encoder issue.	Y	10.00	62.50	$625.00
8:15 AM - 6:10 PM						
6/16/2015	Fajardo, Lazaro	**Service Ticket:13879** **Summary:Need set up the Commission Chamber for Granicus Training** '-IDF arrived and set up PC's in commission chambers -Opened livemanager on 4 pcs for training -troubleshoot and set up of all ilegislate ipads -contacted verison phones manager and was told he could not help only sell city new phones. -contacted mr.chez and was told he will not help city unlock his old phone. -Reset Anna Martinez password for Legistar -assisted city attorney with email set up -set up of a wireless keyboard in ralph venturas	Y	9.75	62.50	$609.38

8:15 AM - 6:00 PM		-set up and explained how to use barcode scanner on Indira pc -Walked Comissioner Diaz through ilegislate use and changed his email signature. -Added Forward of ACHEZ And Gchez to ANeira sent password reset link and deleted forward of mail. -Unlocked and set up Iphone 4s with COSW@Icloud.com				
6/17/2015	Fajardo, Lazaro	**Service Ticket:13879** **Summary:Need set up the Commission Chamber for Granicus Training** IDF was on-site and performed the following actions. -Set up 4 pcs and started legistar5 -Erased and took down serial information, Windows Version -Troubleshooted printer in Clerks office not printing document, Issue was Word Print settings not set to print full document. -Troubleshoot drum issue determined AND RECOMMEND the printer needed a new drum. -Received 2 more ipads and added ilegislate	Y	3.50	62.50	$218.75
8:15 AM - 11:45 AM						

Subtotal: $1,453.13

Charge To: COSW - Information Technology / Re-enable Red light COSW user Location: Main

Date	Staff	Notes	Bill	Hours	Rate	Ext Amt
6/18/2015	Silva, Miguel	**Service Ticket:13973** **Summary:Re-enable Red light COSW user** IDF went to City Hall and performed the following actions: > Had access to media room > Disabled Granicus training users in Red Light laptops > Enabled RTS users in both laptops > Validated that both local accounts were accessible and functional > Returned laptops to rack in media room	Y	1.00	62.50	$62.50
9:00 AM - 10:00 AM						

Subtotal: $62.50

Invoice Time Total: **Billable Hours:** **27.25**

RESOLUTION NO. 15 –

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SWEETWATER AND THE MIAMI-DADE STATE ATTORNEY'S OFFICE TO PROSECUTE CRIMINAL MUNICIPAL ORDINANCE VIOLATIONS OF THE CITY OF SWEETWATER CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section 27.34 of the Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration but not ancillary to state prosecution and to enter into contracts with municipalities to recover the costs of attorney services; and

WHEREAS, the City Sweetwater finds that in order to maintain and improve the health, safety and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City Code of Ordinances; and

WHEREAS, the Mayor and City Commission believe that the Agreement will benefit the residents of the City and should be entered into with the Miami-Dade State Attorney's Office.

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

Section 1. **Approval of Agreement.** The Commission of the City of Sweetwater, Florida, hereby approves the Agreement for prosecution of municipal ordinance violations attached hereto as "Exhibit 1."

Section 2. Authority of Mayor. The City Mayor is hereby authorized to execute the Agreement with the Miami-Dade State Attorney's Office.

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 _____

STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
E. R. GRAHAM BUILDING
1350 N.W. 12TH AVENUE
MIAMI, FLORIDA 33136-2111

KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

TELEPHONE (305) 547-0100

October 29, 2015

Honorable Jose M. Diaz
Mayor
City of Sweetwater
500 SW 109 Avenue
Sweetwater FL 33174

Dear Mayor Diaz:

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the county/municipality has entered into a contract with the State Attorney for these prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the proposed agreement for the prosecution of ordinance violations for the period of October 1 , 2015through September 30, 2016. Please sign three originals and return to this office as soon as possible. If you desire to make changes to the contract and want an electronic version of this document, please contact me at donlhorn@miamisao.com and I will forward you a copy. This contract is for the prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 &5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.

You will be billed at the statutorily prescribed rate of $50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case; therefore, you will be charged at the rate of $16.67 per case. Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

If you have any questions about the contract or if I can provide any other information, please do not hesitate to contact me at 305-547-0562 or at donlhorn@miamisao.com.

Sincerely,

KATHERINE FERNANDEZ RUNDLE
State Attorney

By: _____
Don L. Horn
Chief Assistant State Attorney for Administration

DLH/cj

Enclosures

AGREEMENT BETWEEN CITY OF SWEETWATER AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE _____ CODE

This agreement is entered into this _____ day of _____, 2015, by and between City of Sweetwater, a political subdivision of the State of Florida (hereinafter referred to as the "City") and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as "State Attorney").

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City's Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1 , 2015through September 30, 2016. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II
Terms

This agreement shall expire on September 30, 2016, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars ($50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the _____.

ARTICLE VI
Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII
Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

ARTICLE VIII
Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title Viii of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants

for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME

By: _____
POSITION

City Commission

By: _____

ATTEST

By: _____

State Attorney's Office
Eleventh Judicial Circuit

By: _____
Don L. Horn
Chief Assistant State Attorney
for Administration

REPORTS

City of Sweetwater

Parks & Recreation Department
MONTHLY REPORT
December 2015

Jorge Mas Canosa Youth Center

December 16 - Christmas Event for the Senior Center.
December 19 - Christmas Toy Give Away for the City of Sweetwater Residents sponsored by Vida Medical Centers.
After-School Care will be on Recess from December 21 to January 4 2016.

*Baseball

Recess from December 21 to January 4 2016.

*Dance

Recess from December 21 to January 4 2016.

*Karate

Recess from December 21 to January 4 2016.

*After School Care

Recess from December 21 to January 4 2016.

Carlow Park:

Routine maintenance and trash pickup.

Dominos Park:

Routine maintenance and trash pickup.

Linear Park:

Routine maintenance and trash pickup.

Prepared by:

Yuraima Montenegro
Deputy of Parks & Recreation

Approve by:

Orlando Lopez
Mayor

BUILDING AND ZONING DEPARTMENT
MONTHLY REPORT

MONTH OF: **December 2015**

Building Permit Total **148**

Total Amount: $ **113,522.55**

IMPACT FEES COLLECTED: **$27,629.12**

Inspectors Fees

STRUCTURAL	**$4,356.00**
PLUMBING	**$2,625.00**

Prepared by: Luvian Espinosa
12/28/2015

Approved by: Carlos Lanza, Building Official_____

_____
Orlando Lopez, Mayor

MILDRED AND CLAUDE PEPPER SENIOR CENTER
MONTHLY REPORT
PERIOD ENDING DECEMBER 31ST, 2015

12/01/2015-12/04/2015

- 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.
- Arts and crafts sessions geared towards improving cognitive function and memory with Keiser Occupational Therapy program.
- Wednesday December 2, 2015- Pepe Christmas Party Double Tree Hotel

12/07/2015-12/11/2015

- 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).
- Random checks on homebound food for quality control.
- Arts and crafts sessions geared towards improving cognitive function and memory with Keiser Occupational Therapy program.

12/14/2015-12/18/2015

- 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.
- Arts/drawing sessions conducted. Led by Senior Center client volunteers.
- 2 New clients enrolled.
- Arts and crafts sessions geared towards improving cognitive function and memory with Keiser Occupational Therapy program.
- Wednesday December 16, 2015 – Christmas Party at Jorge Mas Canosa Park.

12/21/2015-12/25/2015

- 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.
- Random checks on homebound food for quality control.
- Arts and crafts sessions geared towards improving cognitive function and memory with Keiser Occupational Therapy program.

12/28/2015-12/31/2015

- 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 December 29, 2015- New Year's Eve Party at the Senior Center.

Deposits for this Month: **$ 0.00 As of October 20, 2015 (Deposit made at the end of the month).**

Respectfully submitted by:

Robert Herrada
Senior Center Director

Approved By:

Orlando Lopez
Mayor

Social Services
Monthly Report December 2015

12/01/2015 – 12/04/2015

- Filled out (1) N-400, Applications for Naturalization,
(1) I-90, Application to Replace Green Card
-Daily email and phone call.
-Attended staff meeting
- Received Farm Share Food
-Daily intake forms.

12/07/2015 – 12/11/2015

- Filled out (1) N-565, Application to Replace Naturalization Certificate.
-Distributed food Lil Abner, Los Robles and Villa Hermosa and Sweetwater Towers.
- Meeting with WastePro
- Prepare Food Bags
-Daily email and phone calls.
-Bulk Issues
-Daily intake forms.

12/14/2015 – 12/18/2015

-Filled out (3) N-400, Application for Naturalization, (2) I-485, Application for Residency, Filled out and submitted Documents to the National Visa Center, (1) I-90, Application to Replace Green Card
-Distributed to homebound,
-Distributed food in the Lil' Abner Trailer Park
-Bulk issues.
-Daily emails and phone calls.
-Daily intake forms.

12/28/2015 – 12/31/2015

- Filled out (4) N-400, Application for Naturalization, (1) I-130, Petition for Relative, (1) (1) G-35, Biographic Information
-Distributed to homebound,
-Distributed food in the Lil' Abner Trailer Park
-Bulk issues.
-Daily emails and phone calls.
-Daily intake forms.

Respectfully submitted,

Yaima Vega
Constituent Services Supervisor

Approved by:

Orlando Lopez
Mayor

PUBLIC WORKS DEPARTMENT MONTHLY REPORT DECEMBER 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
- Continue to input all invoices and P.O request

Special task by request

- Purchased and installed ice machine for Ronseli Park
- Pressure cleaned roof at maintenance department
- Replaced and repaired front gate at maintenance department
- Spray weed killer throughout Linear Park
- Trolley and circulator schedule remains the same
- Circulator repairs and maintenance up to date
- Farm share food pick up
- Due to high precipitation the first two weeks of December only 2 sidewalks repaired
- Cleaned rocks/drain 2nd floor balcony
- Closed NW 110 Ave with barricades due to flooding
- Monthly start up and battery check on 11 generators
- Placed no Parking sign on 502 SW 113 Avenue
- Removed several tree stumps around the city
- lateral line repair on 109 ave and SW 2 st
- Special event "La Griteria" closed road 107 Avenue

To do list

- Continue tree trimming
- Continue sidewalk repairs
- Rent a stomp grinder (estimated 25 tree stomps on city right of way)
- Pressure clean sidewalks

Maintenance Director Alan Abolila

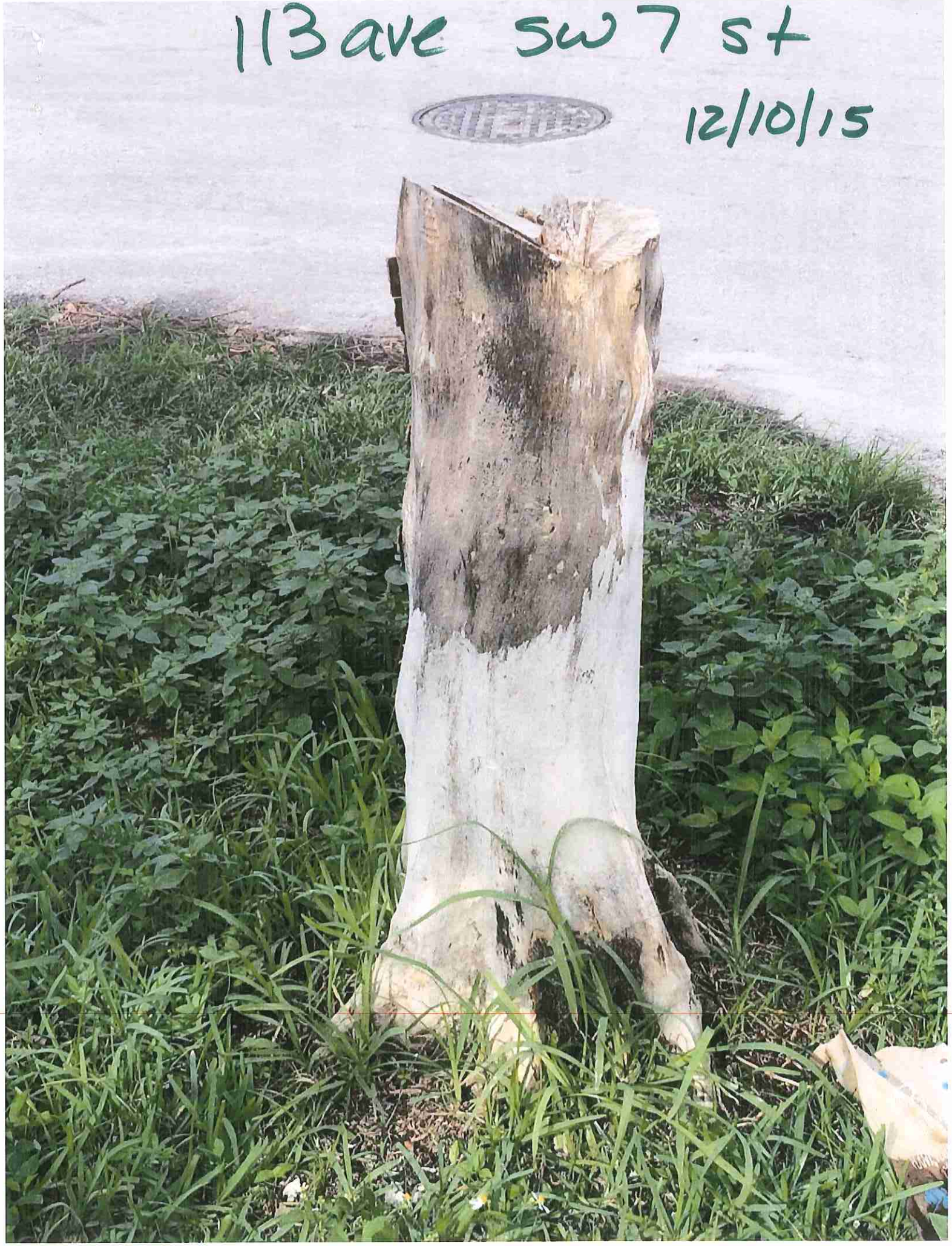
Mayor Orlando Lopez


lateral line repair
109 ave

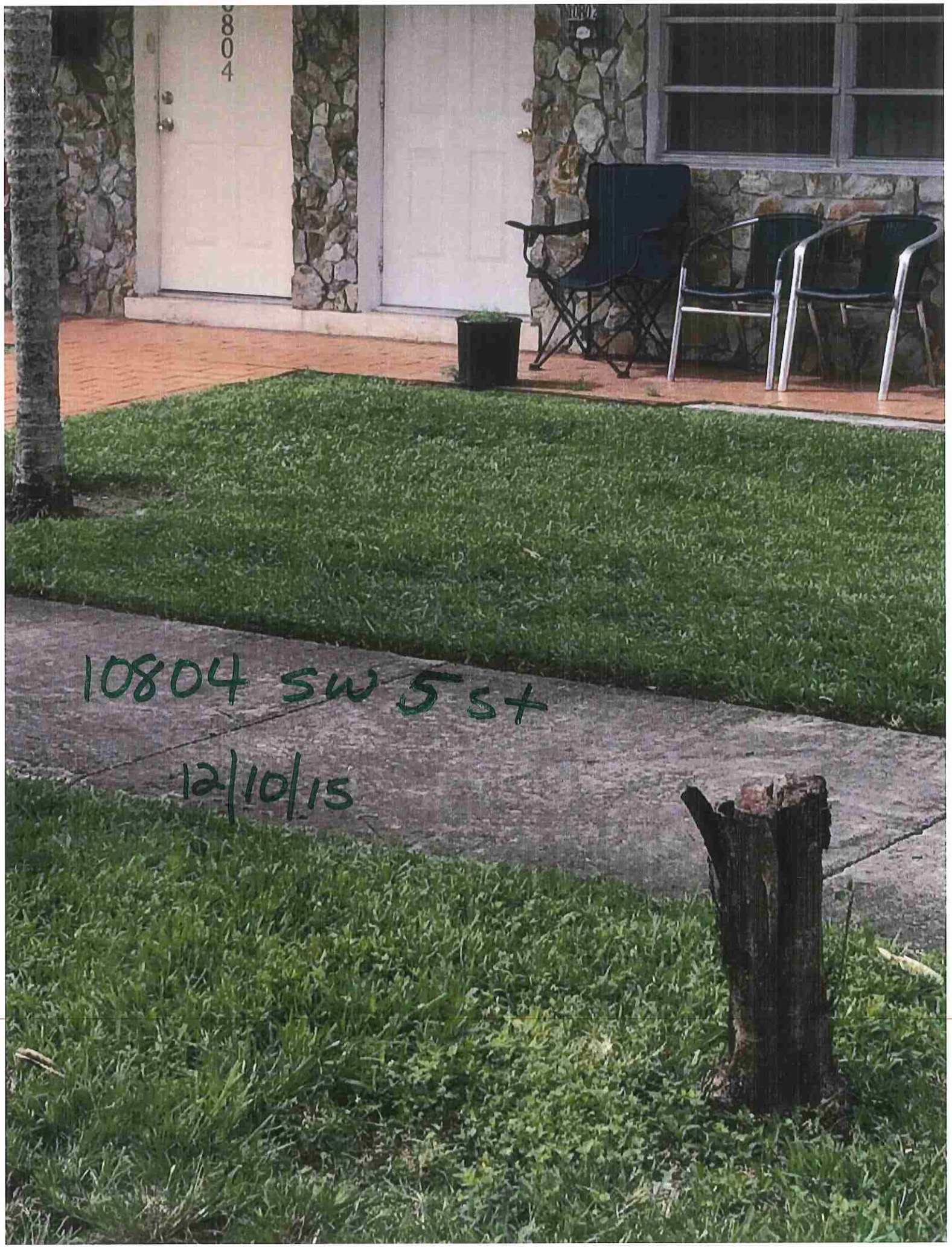
502 SW 113 ave
12/11/15

113 ave SW 7 st

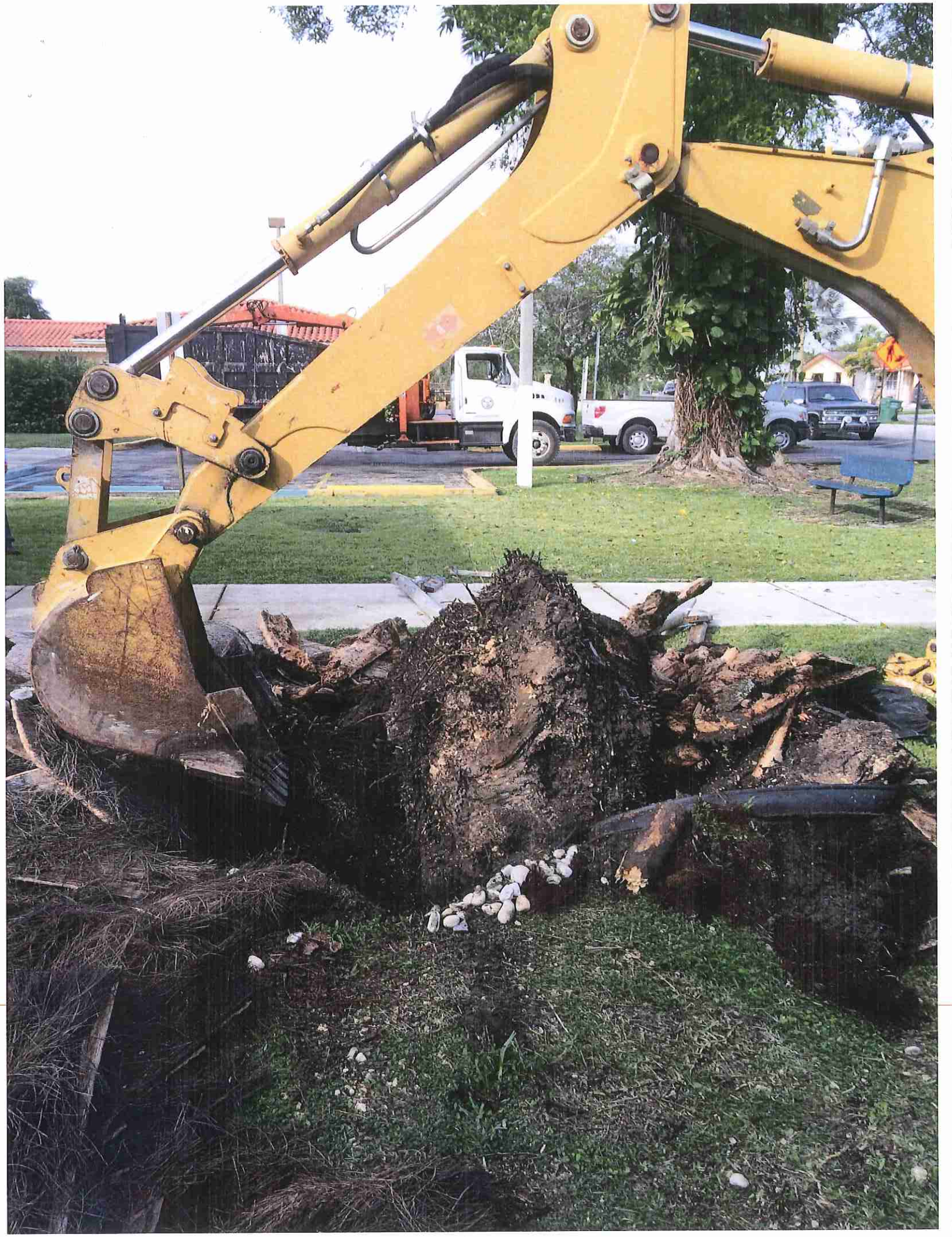
12/10/15



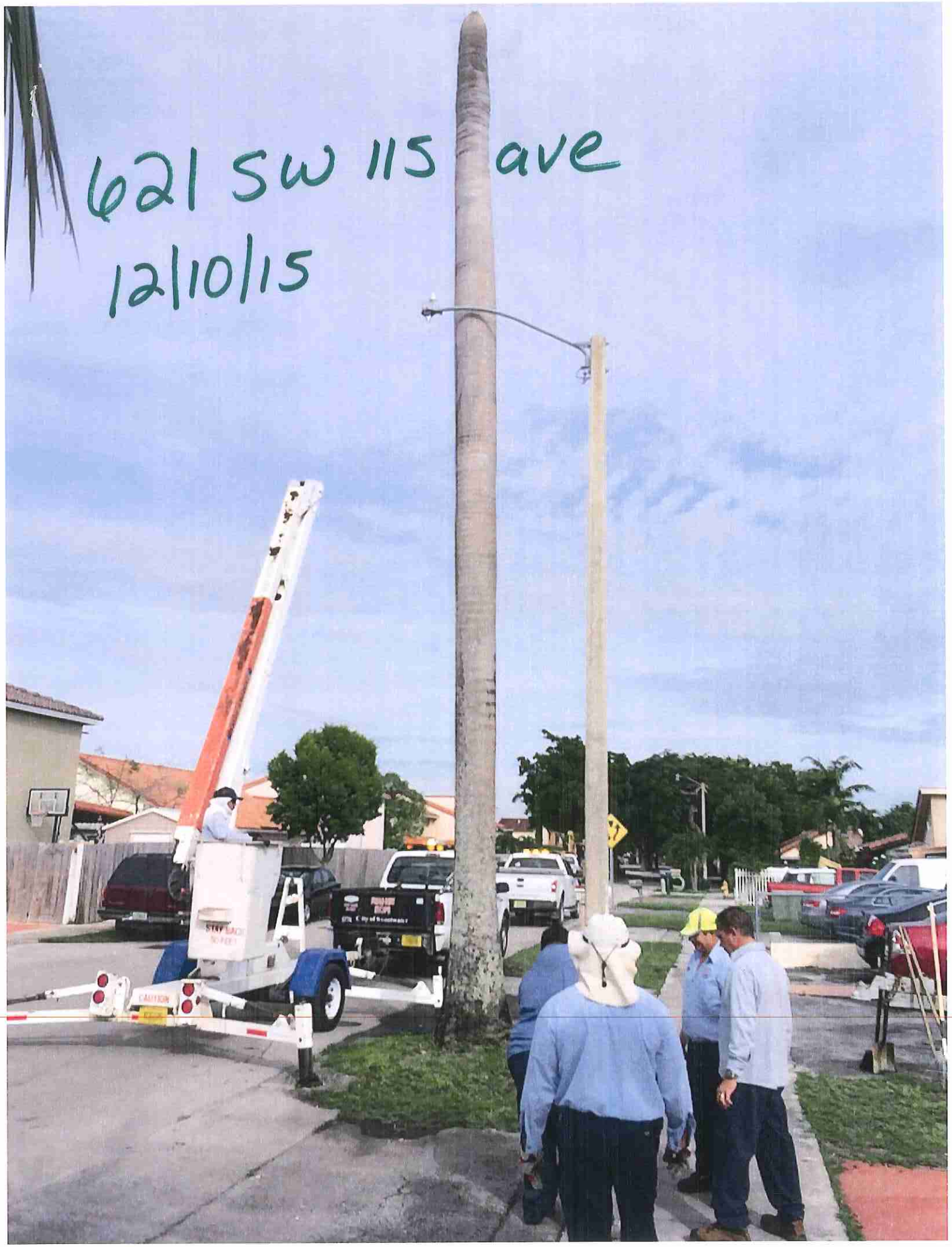

110ave
SW 7st
12/10/15


8
0
4
10804 SW 5 St
12/10/15


CAUTION
Domino
Park
12/10/15

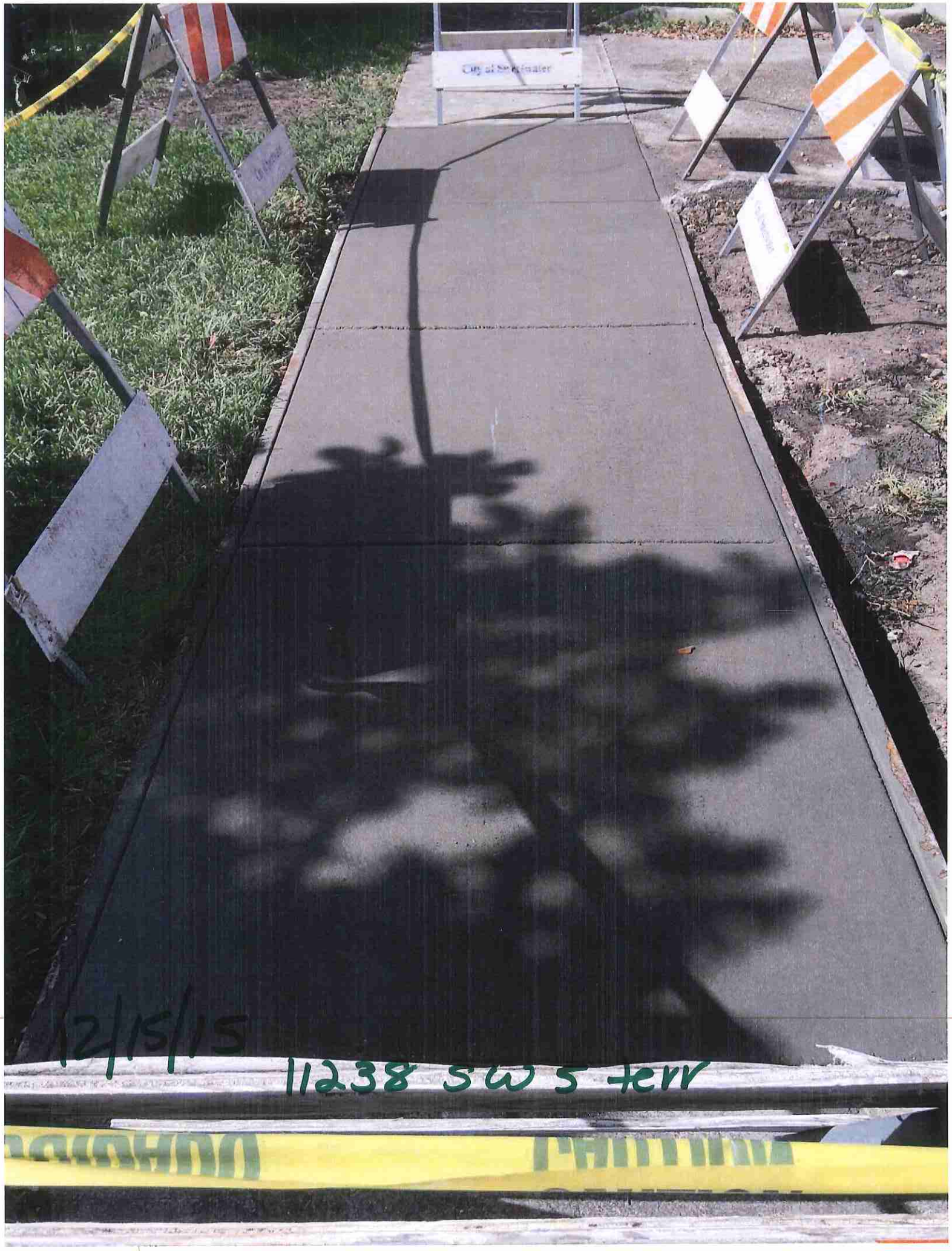


HYDRO-GRUBERT
BL-12 TAL
6774 City of Sacramento


621 SW 115 ave
12/10/15


11338 SW 5 terr.
12/15/15


City of Sweetwater
PUBLIC WORKS
City of Sweetwater
City of Sweetwater
CAUTION


12/15/15
11238 SW 5 terr


CAUTION

BL-12TAA


11270 SW 2st

City of Sweetwater
Code Compliance

November 19 to December 17

Jorge Vega	**52**
Deyne Hernandez	**19**
Bruno Muniz	**10**
	81

Prepared By: Jorge Vega

Approved by: Mayor Orlando Lopez

1701 NW 112 Avenue Sweetwater, Florida 33172 .Phone 786-953-8308

DECEMBER 2015

	COST	AMOUNT	TOTAL
ALARM REGISTRTION B	$60	12	$720
ALARM REGISTRTION R	$25	2	$50
LIEN SEARCH	$40	9	$360
CODE VIOLATION	$40	10	$400
LIEN SEARCH RUSH	$50	6	$300
CODE VIOLATION RUSH	$50	6	$300
VIOLATION NOTICES	$100	6	$600
	$250	1	$250
	$500	9	$4,500
GRAND TOTAL			$7,480

11/19/2015 TO 12/16/2015

City of Sweetwater

Case by Inspector Report

Date Type: Open Date

From Date: 11/19/2015 - To Date: 12/17/2015

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
Inspector:	Jorge Vega							
Solid Waste	2015-00001290	Complied	trash	11/19/2015	11/19/2015	0	jlv	10923 SW 4 ST Sweetwater, FL 33174
Solid Waste	2015-00001291	Complied	trash	11/19/2015	11/19/2015	0	jlv	10824 SW 2 ST Sweetwater, FL 33174
Solid Waste	2015-00001292	Complied	trash	11/19/2015	11/20/2015	1	jlv	340 SW 104 CT Sweetwater, FL 33174
Solid Waste	2015-00001294	Complied	trash	11/19/2015	11/24/2015	5	jlv	10922 SW 3 ST B SWEETWATER, FL 33174
Solid Waste	2015-00001298	Complied	trash	11/20/2015	11/20/2015	0	jlv	11358 SW 5 TER Sweetwater, FL 33174
Solid Waste	2015-00001299	Complied	trash	11/20/2015	11/20/2015	0	jlv	11240 SW 5 ST Sweetwater, FL 33174
Solid Waste	2015-00001300	Complied	trash	11/20/2015	11/20/2015	0	jlv	11244 SW 5 ST Sweetwater, FL 33174
Solid Waste	2015-00001301	Complied	trash	11/20/2015	11/20/2015	0	jlv	11244 SW 5 ST Sweetwater, FL 33174
Solid Waste	2015-00001302	Complied	trash	11/20/2015	11/20/2015	0	jlv	11310 SW 5 TER Sweetwater, FL 33174
Solid Waste	2015-00001306	Complied	trash	11/20/2015	11/20/2015	0	jlv	Sweetwater - 25-4006-077-0001
Emergency Services	2015-00001324	Complied	alarm	12/03/2015	12/09/2015	6	jlv	11340 SW 3 ST Sweetwater, FL 33174
Environment	2015-00001329	Complied	c o p	12/04/2015	12/08/2015	4	jlv	10790 SW 3 ST Sweetwater, FL 33174
Solid Waste	2015-00001330	Complied	trash	12/04/2015	12/08/2015	4	jlv	11034 SW 3 ST Sweetwater, FL 33174
Solid Waste	2015-00001331	Complied	trash	12/04/2015	12/08/2015	4	jlv	11044 SW 3 ST Sweetwater, FL 33174
Solid Waste	2015-00001332	Complied	trash	12/04/2015	12/08/2015	4	jlv	10939 SW 3 ST Sweetwater, FL 33174
Solid Waste	2015-00001333	Complied	trash	12/04/2015	12/08/2015	4	jlv	10770 SW 6 ST SWEETWATER, FL 33174

Solid Waste	2015-00001334	Complied	trash	12/04/2015	12/08/2015	4	jlv	10850 SW 6 ST SWEETWATER, FL 33174
Solid Waste	2015-00001335	Complied	trash	12/04/2015	12/08/2015	4	jlv	10942 SW 6 ST Sweetwater, FL 33174
Solid Waste	2015-00001336	Complied	trash	12/04/2015	12/08/2015	4	jlv	10965 SW 6 ST Sweetwater, FL 33174
Solid Waste	2015-00001347	Complied	trash	12/09/2015	12/10/2015	1	jlv	11250 SW 7 ST Sweetwater, FL 33174
Solid Waste	2015-00001348	Complied	trash	12/09/2015	12/10/2015	1	jlv	11051 SW 5 ST Sweetwater, FL 33174
Solid Waste	2015-00001349	Complied	trash	12/09/2015	12/10/2015	1	jlv	11232 SW 7 ST SWEETWATER, FL 33174
Solid Waste	2015-00001350	Complied	trash	12/09/2015	12/10/2015	1	jlv	11240 SW 7 ST Sweetwater, FL 33174
Solid Waste	2015-00001354	Complied	trash	12/10/2015	12/11/2015	1	jlv	10860 SW 3 ST Sweetwater, FL 33174
Solid Waste	2015-00001355	Complied	trash	12/10/2015	12/11/2015	1	jlv	10850 SW 3 ST Sweetwater, FL 33174
Solid Waste	2015-00001357	Complied	trash	12/11/2015	12/15/2015	4	jlv	11481 SW 2 ST Sweetwater, FL 33174
Solid Waste	2015-00001358	Complied	trash	12/11/2015	12/15/2015	4	jlv	11100 SW 7 ST Sweetwater, FL 33174
Solid Waste	2015-00001359	Complied	trash	12/11/2015	12/15/2015	4	jlv	11022 SW 7 ST Sweetwater, FL 33174
Solid Waste	2015-00001360	Complied	trash	12/11/2015	12/15/2015	4	jlv	11045 SW 2 ST Sweetwater, FL 33174
Solid Waste	2015-00001361	Complied	trash	12/11/2015	12/15/2015	4	jlv	11030 SW 2 ST Sweetwater, FL 33174
Jorge Vega Totals:		30 Case(s)						
Grand Totals :		30 Case(s)						

City of Sweetwater

Case by Inspector Report

Date Type: Open Date

From Date: 11/19/2015 - To Date: 12/17/2015

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
Inspector:	Jorge Vega							
Motor Vehicles & Traffic	2015-00001293	Active	tags	11/19/2015		28	jlv	10951 SW 5 ST Sweetwater, FL 33174
Environment	2015-00001297	Active	grass	11/20/2015		27	jlv	11132 SW 4 ST Sweetwater, FL 33174
Environment	2015-00001303	Active	grass	11/20/2015		27	jlv	11308 SW 6 ST Sweetwater, FL 33174
Building & Building Regulations	2015-00001304	Active	c/o/r	11/20/2015		27	jlv	10950 SW 7 ST 106 Sweetwater, FL 33174
Building & Building Regulations	2015-00001305	Active	c/o/r	11/20/2015		27	jlv	340 SW 104 CT Sweetwater, FL 33174
Building & Building Regulations	2015-00001311	Active	work without a permit	11/24/2015		23	jlv	11511 SW 4 ST Sweetwater, FL 33174
Building & Building Regulations	2015-00001312	Active	UNSAFE BUILDING	11/25/2015		22	jlv	11400 W FLAGLER ST 119-123 SWEETWATER, FL 33174
Environment	2015-00001320	Active	c o p	12/02/2015		15	jlv	10838 SW 7 ST Sweetwater, FL 33174
Building & Building Regulations	2015-00001323	Active	c/o/r	12/03/2015		14	jlv	11129 SW 7 TER Sweetwater, FL 33174
Building & Building Regulations	2015-00001338	Active	work without a permit	12/07/2015		10	jlv	11503 SW 6 TER Sweetwater, FL 33174
Environment	2015-00001339	Active	grass	12/07/2015		10	jlv	400 SW 107 AVE Sweetwater, FL 33174
Taxation	2015-00001341	Active	license	12/07/2015		10	jlv	11144 SW 5 ST Sweetwater, FL 33174
Environment	2015-00001342	Active	c o p	12/07/2015		10	jlv	11144 SW 5 ST Sweetwater, FL 33174
Environment	2015-00001362	Active	c o p	12/11/2015		6	jlv	10780 W FLAGLER ST 16 SWEETWATER, FL 33174
Building & Building	2015-00001363	Active	work without a permit	12/15/2015		2	jlv	11126 SW 6 ST Sweetwater, FL

Regulations							33174
Building & Building Regulations	2015-00001366	Active	work without a permit	12/16/2015	1	jlv	11501 SW 6 ST Sweetwater, FL 33174
Taxation	2015-00001367	Active	license	12/16/2015	1	jlv	10720 W FLAGLER ST 14 SWEETWATER, FL 33174
Solid Waste	2015-00001368	Active	trash	12/16/2015	1	jlv	10838 SW 7 ST Sweetwater, FL 33174
Solid Waste	2015-00001369	Active	trash	12/16/2015	1	jlv	10820 SW 6 ST Sweetwater, FL 33174
Taxation	2015-00001370	Active	license	12/16/2015	1	jlv	10300 W FLAGLER ST SWEETWATER, FL 33174
Emergency Services	2015-00001371	Active	alarm	12/16/2015	1	jlv	10300 W FLAGLER ST SWEETWATER, FL 33174
Emergency Services	2015-00001372	Active	number of alarms	12/16/2015	1	jlv	10300 W FLAGLER ST SWEETWATER, FL 33174
Jorge Vega Totals:		22 Case(s)					
Grand Totals :		22 Case(s)					

City of Sweetwater

Case by Inspector Report

Date Type: Open Date

From Date: 11/19/2015 - To Date: 12/17/2015

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
Inspector:	Deyne Hernandez							
Taxation	2015-00001296	Complied	OCCUPATIONAL LICENSE	11/19/2015	12/10/2015	21	DEYNE	1500 NW 107 AVE Sweetwater, FL 33172
Environment	2015-00001313	Complied	MUST CLEAN PROPERTY	11/30/2015	12/08/2015	8	DEYNE	206 SW 104 CT Sweetwater, FL 33174
Motor Vehicles & Traffic	2015-00001314	Complied	REPAIR MOTOR	11/30/2015	12/08/2015	8	DEYNE	206 SW 104 CT Sweetwater, FL 33174
Taxation	2015-00001315	Complied	LICENSE REQUIRED	11/30/2015	12/08/2015	8	DEYNE	206 SW 104 CT Sweetwater, FL 33174
Taxation	2015-00001318	Complied	OCCUPATIONAL LICENSE	12/01/2015	12/01/2015	0	DEYNE	1400 NW 107 AVE 405 SWEETWATER, FL 33172
Taxation	2015-00001319	Complied	OCCUPATIONAL LICENSE	12/01/2015	12/16/2015	15	DEYNE	10815 NW 14 ST SWEETWATER, FL 33172
Building & Building Regulations	2015-00001328	Complied	WORKING WITHOUT A PERMIT	12/03/2015	12/09/2015	6	DEYNE	1701 NW 112 AVE 9 SWEETWATER, FL 33172
Emergency Services	2015-00001346	Complied	ALARM REGISTRATION	12/08/2015	12/10/2015	2	DEYNE	2061 NW 112 AVE 145 Sweetwater, FL 33172
Environment	2015-00001364	Complied	CLEAN CITY SWALE	12/15/2015	12/15/2015	0	DEYNE	1751 NW 110 AVE Sweetwater, FL 33172

Deyne Hernandez Totals: 9 Case(s)

Grand Totals : 9 Case(s)

City of Sweetwater

Case by Inspector Report

Date Type: Open Date

From Date: 11/19/2015 - To Date: 12/17/2015

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
Inspector:	Deyne Hernandez							
Taxation	2015-00001317	Active	OCCUPATIONAL LICENSE	12/01/2015		16	DEYNE	Sweetwater - 25-3031-001-0510
Taxation	2015-00001321	Active	OCCUPATIONAL LICENSE	12/02/2015		15	DEYNE	1414 NW 107 AVE 301 SWEETWATER, FL 33172
Building & Building Regulations	2015-00001325	Active	WORK WITHOUT A PERMIT	12/03/2015		14	DEYNE	11640 SW 2 ST 54 Sweetwater, FL 33174
Emergency Services	2015-00001327	Active	ALARM REGISTRATION	12/03/2015		14	DEYNE	1414 NW 107 AVE 114 SWEETWATER, FL 33172
Taxation	2015-00001337	Active	OCCUPATIONAL LICENSE	12/04/2015		13	DEYNE	Sweetwater - 25-3031-001-1250
Building & Building Regulations	2015-00001344	Active	WORK DONE NO PERMIT	12/07/2015		10	DEYNE	1470 NW 107 AVE 5D Sweetwater, FL 33172
Taxation	2015-00001351	Active	OCCUPATIONAL LICENSE	12/09/2015		8	DEYNE	Sweetwater - 25-3031-001-1410
Allowable uses within each zonin	2015-00001352	Active	FENCE IN CITY SWALE	12/09/2015		8	DEYNE	Sweetwater - 25-3031-001-1410
Taxation	2015-00001356	Active	OCCUPATIONAL LICENSE	12/10/2015		7	DEYNE	2400 NW 110 AVE SWEETWATER, FL 33172
Street Sidewalks	2015-00001365	Active	CLEAN CITY SWALE	12/15/2015		2	DEYNE	1751 NW 110 AVE Sweetwater, FL 33172
Deyne Hernandez Totals:		10 Case(s)						
Grand Totals :		10 Case(s)						

City of Sweetwater

Case by Inspector Report

Date Type: Open Date

From Date: 11/19/2015 - To Date: 12/17/2015

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
Inspector:	Bruno Muniz							
Taxation	2015-00001307	Complied	LICENSE	11/20/2015	12/01/2015	11	BRUNO	11401 NW 12 ST RMU76 SWEETWATER, FL 33172
Taxation	2015-00001308	Complied	LICENSE	11/20/2015	12/10/2015	20	BRUNO	11401 NW 12 ST RMU1 SWEETWATER, FL 33172
Taxation	2015-00001309	Complied	LICENSE	11/20/2015	12/01/2015	11	BRUNO	11401 NW 12 ST E412 SWEETWATER, FL 33172
Taxation	2015-00001310	Complied	LICENSE	11/20/2015	12/15/2015	25	BRUNO	11401 NW 12 ST 135 SWEETWATER, FL 33172
Taxation	2015-00001340	Complied	LICENSE	12/07/2015	12/14/2015	7	BRUNO	11401 NW 12 ST 262 SWEETWATER, FL 33172
Emergency Services	2015-00001343	Complied	FALSE ALARMS	12/07/2015	12/08/2015	1	BRUNO	11401 NW 12 ST A101 SWEETWATER, FL 33172
Bruno Muniz Totals:		6 Case(s)						
Grand Totals :		6 Case(s)						

City of Sweetwater

Case by Inspector Report

Date Type: Open Date

From Date: 11/19/2015 - To Date: 12/17/2015

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
Inspector:	Bruno Muniz							
Taxation	2015-00001295	Active	LICENSE	11/19/2015		28	BRUNO	11401 NW 12 ST SWEETWATER, FL 33172
Taxation	2015-00001316	Active	LICENSE REQUIRED	11/30/2015		17	BRUNO	11401 NW 12 ST RMU73 SWEETWATER, FL 33172
Taxation	2015-00001322	Active	LICENSE REQUIRED	12/02/2015		15	BRUNO	11401 NW 12 ST RMU48 SWEETWATER, FL 33172
Emergency Services	2015-00001345	Active	NUMBER OF FALSE ALARMS	12/08/2015		9	BRUNO	11401 NW 12 ST 382 SWEETWATER, FL 33172
Bruno Muniz Totals:		4 Case(s)						
Grand Totals :		4 Case(s)						

PASSPORT OFFICE
MONTHLY REPORT

MONTH OF: **DECEMBER 2015** **(11/30/15 – 12/28/15)**

Total Passports Executed: 650
Total Passport Photos: 338

TOTAL INCOME FOR THE MONTH: $ 19,720

PREPARED BY: **AMELIA ESPINOSA**

Marie O. Schmidt, City Clerk Marie O. Schmidt

Orlando Lopez, Mayor _____