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To: Honorable Mayor, Vice Mayor  
& Village Council

Date: March 5, 2012

From: Ron E. Williams, Village Manager

Re: Economic Development Council

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE ECONOMIC DEVELOPMENT COUNCIL OF SOUTH MIAMI-DADE'S GOAL TO CREATE A LONG TERM STRATEGIC PLAN TO PROVIDE BUSINESS ASSISTANCE, BUSINESS TRAINING, AND ECONOMIC DEVELOPMENT FOR SOUTH MIAMI-DADE; PROVIDING AN EFFECTIVE DATE. (Sponsored by Councilman Howard Tendrich)**

**BACKGROUND AND ANALYSIS:**

Councilman Tendrich has asked staff to prepare the attached Resolution to express support for the efforts of the Economic Development Council and its goals.

**FISCAL IMPACT:** None. The Village has not committed to provide any financial support to Economic Development Council at this time.

**RECOMMENDATION:**

Approval is recommended.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE ECONOMIC DEVELOPMENT COUNCIL OF SOUTH MIAMI-DADE'S GOAL TO CREATE A LONG TERM STRATEGIC PLAN TO PROVIDE BUSINESS ASSISTANCE, BUSINESS TRAINING, AND ECONOMIC DEVELOPMENT FOR SOUTH MIAMI-DADE; PROVIDING AN EFFECTIVE DATE. (Sponsored by Councilman Howard Tendrich)**

WHEREAS, the Village of Palmetto Bay is committed to enhancing the quality of life for the residents of the Village;

WHEREAS, the work of the Economic Development Council assists the Village of Palmetto Bay and surrounding communities by providing support to expanding and retaining existing businesses, which increases the overall economic vitality of our community by also attracting new businesses and employment to Palmetto Bay.

WHEREAS, the Village of Palmetto Bay commends the Economic Development Council for its efforts.

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

Section 1. The Village of Palmetto Bay, Florida, expresses its support of the Economic Development Council of South Miami-Dade in its goal to create a long term strategic plan to provide business assistance, business training, and economic development for the South Miami-Dade and its surrounding communities.

Section 2. This Resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED this \_\_\_\_\_ day of March, 2012.

Attest: \_\_\_\_\_  
Meighan Alexander  
Village Clerk

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Eve A. Boutsis,  
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_

Council Member Howard Tendrich \_\_\_\_\_

Council Member Joan Lindsay \_\_\_\_\_

Vice-Mayor Brian W. Pariser \_\_\_\_\_

Mayor Shelley Stanczyk \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO FRIENDS OF THALATTA COMMITTEE PROVIDING FOR MEMBERSHIP; PROVIDING FOR MISSION; PROVIDING FOR SECRETARY, MEETINGS AND REPORTS; PROVIDING FOR AN ACCOUNT FOR FUNDS AND PROCEDURES RELATING TO DONATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Thalatta Estate is the crown-jewel of the Village’s park system; and,

WHEREAS, the Village Council desires to establish the Friends of Thalatta Committee to evaluate the donation needs of the park; and,

WHEREAS, the Village has a Master Plan as to Thalatta, and the Village Council has committed to funding the components of said plan as funds become available; and

WHEREAS, the Friends of Thalatta would, in compliance with the Sunshine law, meet and develop strategies for enhancing funding opportunities or grant opportunities for programming or construction related development of Thalatta Estate; and,

WHEREAS, the Village Council desires to implement financial accountability measures to ensure that the donations or funding opportunities implemented by the Village, after recommendation by the committee, be accounted for and placed in the line item Village bank account designated for the Thalatta Estate; and,

WHEREAS, the Village Council now wishes to develop the mission of the Friends of Thalatta Committee to assist with the development of initiatives at the site.

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

**Section 1.** That the “Friends of Thalatta Committee” is hereby created with the membership of the committee to include the following:

- One (1) representative from the Village Council (Liaison – non-voting member); Mayor shall be the initial liaison and thereafter, selected by the Village Council every two years.
- One (1) individual who is currently serving on the Historic Preservation Board
- One (1) representative who has extensive experience in fundraising and not conflicted due to fundraising efforts for other entities within the Village.

- 1  
2  
3
- Nine (9) representatives from the public at large

4 All appointments to the committee shall be made by the Mayor and Village Council. The  
5 board members shall serve for two years, under staggered terms, serving without compensation.  
6

7 **Section 2.** The Friends of Thalatta Advisory Committee shall be charged as follows:

- 8  
9 1. The committee shall develop proposals and make recommendations for the  
10 expansion of educational, cultural and volunteer opportunities designed to  
11 encourage public participation and support of the historic site;  
12  
13 2. The committee shall identify environmental, and historical educational  
14 opportunities and make recommendations regarding potential partnerships;  
15  
16 3. The committee shall annually or more often as needed, review and propose  
17 updates to the Thalatta Master Plan (contained within the Parks Master Plan),  
18 and make recommendations on volunteer possibilities to enable the  
19 expansion of the use of the site (the Village Council makes all final decisions  
20 as to Master Plan updates;  
21  
22 4. The committee shall determine how a volunteer program can support and  
23 showcase the historic site including providing educational experiences related  
24 to possible environmental conservation efforts and the history of the site;  
25 and  
26  
27 5. The committee shall identify grant opportunities and facilitate donations to  
28 support any proposed programs.  
29  
30 6. The purpose of the Friends of Thalatta Committee is to promote the general  
31 welfare by encouraging pride in the community, increasing property values,  
32 enhancing the quality of life through raising funding, whether through  
33 donations or grants, for the enhancement of the Thalatta Estate Public Park.  
34  
35 7. The efforts of the Friends of Thalatta would assist the Village in creating an  
36 enhanced endowment for this historic site, and a cultural legacy for future  
37 generations through the funding efforts and enhancements obtained through  
38 those funding efforts, which would assist the Village in chronicling the sites  
39 history, create programs and activities for the site, and enhance the structural  
40 integrity and Village's vision for Thalatta Park.  
41  
42 8. The Committee shall issue a recommendation to the Village Council for the  
43 development of fundraising events or grant opportunities for Thalatta Estate.  
44 The Village Manager shall oversee financials of the approved events to be

1 sponsored by the Village for fundraising events or grant opportunities. All  
2 Village Council approved fundraising events should be coordinated by  
3 Committee with the Village Manager or designee. The Committee has no  
4 authority to contract, or spend funds. All funds shall be dispersed upon the  
5 direction of the Village Council, Moreover, only the Village Council can  
6 authorize any expenditure(s). The Committee shall deliver an annual report  
7 to the Village Council. The Committee shall screen grant or fundraising  
8 proposals and provide recommendations to the Village Council.  
9

- 10 9. The Committee may seek volunteers and supporters to help with the Friends  
11 of Thalatta events who may be welcome to all meetings of the Committee.  
12

13 **Section 3. Secretary appointed.** The Friends of Thalatta Advisory Committee shall  
14 appoint a Chair of the Committee who shall be responsible for preparing the agenda, based upon  
15 submissions from the members, and shall conduct the meeting. The Committee shall also appoint a  
16 secretary who shall be responsible for providing notice of meetings to the Village Clerk and keeping  
17 minutes of said meetings. The Committee shall meet on at least a quarterly basis and shall submit  
18 approved Minutes to the Village Clerk for dissemination to the Village Council. The Chair shall be  
19 responsible for offering a status report to the Village Council at a regularly scheduled Council  
20 meeting upon request.  
21

22 **Section 4. Selection Of Fundraising Events Or Grants.**  
23

24 All fundraising events or grant opportunities are to be implemented while adhering to the criteria  
25 identified in this Resolution. The Village Council may approve each opportunity from those  
26 selections recommended by the Committee. The Village Manager and Village Attorney will negotiate  
27 and execute appropriate contracts relating to coordinating the fundraising event or grant opportunity  
28 authorized by the Village Council. Thalatta Estate account funds may be aggregated to implement a  
29 fundraising or grant event. This process does not supplant any grant opportunities that the Village  
30 administration may be seeking independently. The Committee is not to compete with Village  
31 sponsored events or compete against Village issued grant applications.  
32

33 (a) Selection Process. The Village Council upon authorizing a fundraising or other  
34 event proposed by the Committee, shall authorize the Village Manager to implement the event in  
35 coordination with the Committee, through the below procedures utilizing the resources, as  
36 authorized by the Village Council, of the Thalatta Estate fund. The Village shall adhere to the  
37 Village's procurement procedures found in Chapter 2 of the Village's Code of Ordinances.  
38

39 (b) All Committee members, Village Council members, contractors and respective  
40 agents shall comply with the Village's code of silence regulations.  
41

42 (b) Selection criteria. In the selection process, the following principles shall be observed:  
43

44 (1) The fundraising or grant opportunity implements the Village's vision - the Village's  
45 Master Plan for Thalatta Estate.

- 1 (2) The fundraising or grant opportunity is financially feasible.  
2 (3) The fundraising or grant opportunity does not offend the sensibilities of the  
3 community or fail to adhere to a proper public purpose.  
4 (4) That the Committee has the expertise to implement the fundraising event.  
5 (5) Any other criteria set forth in the Friends of Thalatta donation and grant program  
6 guidelines, as amended from time to time.  
7

8 **Section 5. Creation Of Fund.** There is hereby created within the Village a special  
9 banking account(s) to be known as the Thalatta Estate Fund. The funding shall be maintained in a  
10 separate interest bearing account and may not be co-mingled with other funds. This fund shall be  
11 maintained by the Village and shall be used for the following purposes, including, but not limited to:  
12 acquisition, installation, maintenance, construction, and insurance needs relating to the fundraising  
13 and improvement of Thalatta Estate Master Plan. All money received by the Village pursuant under  
14 the Thalatta Estate Master Plan or from endowments or gifts to the Village designated for the  
15 Thalatta Estate shall be placed in the Thalatta Estate Fund. All money shall be deposited, invested,  
16 accounted for and expended, as prior approved by the Village Council, as follows:  
17

18 (1) Funds received shall be deposited in the fund in a manner to avoid any  
19 commingling with other revenues and funds of the Village, and all funds shall be expended solely for  
20 the purposes identified herein. Any interest income earned by the money in the fund shall be  
21 deposited in the fund and shall be expended only for the general purpose established for the  
22 Thalatta fund. The Village shall maintain an accounting system, which meets generally accepted  
23 accounting principles and shall maintain all required financial records to properly account for all  
24 funds and any supplemental funds used for a purpose as identified herein.  
25

26  
27 (2) The fund may be used for expenses associated with the selection,  
28 commissioning, acquisition, transportation, maintenance, public education, promotion,  
29 administration, and insurance needs relating to fundraising for, grant writing for, or development of  
30 the Thalatta Estate, or in relation thereto  
31

32 (3) The funds shall be annually audited by the Village's auditing firm to ensure  
33 compliance with all applicable laws and regulations and to ensure accountability.  
34

35 **Section 6. Meetings and Protocol.**  
36

37 (1) All Committee meetings must be held in the Sunshine. As such, all meetings of the  
38 Committee must be noticed, and minutes taken. No meetings may be held without proper notice.  
39 The Committee shall meet at least once a month.  
40

41 (2) The Committee meeting shall provide for public commentary at each scheduled  
42 meeting. Public Comments shall be maintained at no more than three (3) minutes per person,  
43 unless the Board or Committee authorizes a different amount of time.

44 (3) The Committee shall not engage in political advocacy or expression.

1  
2           **Section 7.      Donation Policy to be adhered to by Committee and Village.**  
3

4           (1)     The Village, a municipal corporation, receives tax exempt status as a governmental  
5 entity. Any gift made to the Thalatta Estate Village may be considered a "tax event" gift under the  
6 Internal Revenue Code. As such, the donor of any gift or donation to the Village is to receive a "gift  
7 receipt." Additionally, a donor may be required to file IRS Form 8283 for donations/gifts. This  
8 form is to be signed by the Village Representative and is to be filed by the donor. The Committee  
9 shall prepare, for Village Council approval, an acknowledgement letter for all donors, which shall  
10 issue quarterly.  
11

12           (2)     The Committee shall develop and maintain an annual, fiscal year, log of all donations  
13 or gifts made to the Thalatta Estate. The Committee shall submit established law to Village Manager  
14 for approval prior to implementation.  
15

16           (3)     Valuation and Appraisal: There are three points at which gift valuation is important.  
17 The first is the valuation of the gift for tax purposes. These rules are clearly established in the  
18 Internal Revenue Code. The second is the valuation of the gift for gift credit purposes. Some gifts  
19 are recorded at the donor's date of gift value, while others are recorded net of sales costs. The third  
20 is the value of the gift on the Village's books, governed in most instances by the Financial  
21 Accounting Standards Board (FASB) rules. The most important point is that the valuation on the  
22 Village's Books be consistently calculated. The donor should be responsible for any appraisal  
23 required for the donor's tax return. The Committee may seek an independent appraisal for items  
24 valued over \$5,000. For items under \$5,000 the Committee may use informal mechanisms to  
25 determine estimated value. Such informal mechanisms may include, but not be limited to the use of  
26 web sites (i.e.: Kelley's Blue Book, Ebay, or some other Appraisal or valuation website). Attached  
27 hereto As Exhibit A is the IRS Publication 561 entitled "Determining the Value of Donated  
28 Property." This document is to be used by staff as a guide in determining value of donations. The  
29 Committee is to record a gift received at its valuation for gift purposes on the date of the gift.  
30

31           (4)     The Committee shall prepare for Village Administration to finalize and file IRS  
32 Form 8282 upon the sale or disposition of any asset sold within two years of receipt of the  
33 donation/gift by the Village when the charitable deduction value of the item is more than \$5,000.  
34 The Committee is to ensure that this form within 125 days of the date of sale or disposition of the  
35 asset.  
36

37           (5)     The donations or gifts are to be made to the Village of Palmetto Bay, for the  
38 Thalatta Estate Fund, deposited in the fund line item account and to be administered by the Village  
39 Administration, with proper Village Council authorization. The Committee will not accept gifts that  
40 are too restrictive in purpose. The Committee will accept unrestricted gifts, and gifts for specific  
41 programs proposed in the Thalatta Master Plan, provided that the gifts are not inconsistent with the  
42 Village's public purpose. Gifts that are too restrictive (too many conditions being imposed by the  
43 donor), as it may go against the direction of the Village Council's resolutions, policies, or ordinances,  
44 or gifts that are too restricted and difficult to administer, shall be brought to the Village Council for  
45 action. An example of a "too restrictive gift would be requiring the purchase of a specific art piece,"

1 or a specific item that has not been identified by the Village, or an item micromanaging the funds  
2 being donated. The Committee will make a recommendation to the Village Council who shall  
3 decide whether to accept or reject the gift with the restrictive limitations.  
4

5 (6) There are practical issues relating to the receipt of gifts or donations. The  
6 Committee shall make a recommendation to the Village Council, who is to determine whether the  
7 item fulfills the mission of the Village, is there a related use or need. Is the item marketable? Are  
8 there any undue restrictions on the use, display, or sale of the property? Are there any material  
9 carrying costs for the property like insurance, maintenance, appraisal for sale purposes,  
10 environmental considerations (ordinarily associated with land donations), etc.  
11

12 (7) The Village Council shall direct the use of donated funds/goods/ or "in kind" goods  
13 or services – for all donations, provided the use is for a public purpose relating to the Thalatta  
14 Estate Any donations to be presented to the Thalatta Estate exceeding \$5,000.00, shall be first  
15 presented to the Committee for a recommendation, and then to the Village Council, for  
16 authorization to accept the donation, gift, or "in-kind" goods or services. In addition, should the  
17 Committee be offered (1) any vehicles or items requiring the registration of title, regardless of the  
18 appraised value, or (2) any art work shall be brought to the Village Council for acceptance, with a  
19 recommendation by the Committee. Should the Committee receive any Marketable Securities,  
20 annuities, closely held securities, real estate, pooled income funds, oil, gas, and mineral interests shall  
21 be brought to the Village Council for the determination whether to accept the donation/gift and to  
22 determine associated costs, risks, or other considerations relating to same.  
23

24 (8) The donations or gifts may not be provided to ensure the passage of any law,  
25 resolution, or contract. The donations or gifts are to be used for a proper public purpose relating to  
26 the Thalatta Estate and the Thalatta Master Plan. This policy requires compliance with section 2-  
27 11.1(e)(3), and (g) of the Miami-Dade County Code relating to gifts and preclusion of exploitation of  
28 official positions. Additionally, the Committee is to comply with 112.3148, Florida Statutes relating  
29 to procurement.  
30

31 (9) The term "gift" shall refer to the transfer of anything of economic value, whether in  
32 the form of money, service, loan, travel, real estate, entertainment, hospitality, item or promise, or in  
33 any other form, without adequate and lawful consideration. Food and beverages consumed at a  
34 single sitting or meal shall be considered a single gift, and the value of food and beverage provided  
35 at that sitting or meal shall be considered the value of the gift. The term gift may be used  
36 interchangeably within this policy with the term "donation."  
37

38 (10) The Committee is recommended to receive all donations via Check or Money Order  
39 rather than cash (legal tender). If cash is received the Committee Member shall immediately issue a  
40 Donation Gift Receipt and tender the funds to the Village's Finance Director, who is to sign for the  
41 funds and to deposit the funds into the Thalatta Estate Fund account. All donations must be  
42 tendered to the finance director promptly, preferably the same day the donations is tendered.  
43

44 (11) All other gifts of tangible personal property shall be examined in light of the  
45 following criteria: (1) Does the property fulfill the mission of the Village - or the public purpose of

1 the Village as it relates to the Thallata Estate and the Thalatta Master Plan? (2) Is the property  
2 marketable? (3) Are there any undue restrictions on the use, display, or sale of the property? If so,  
3 the item should be brought to the Village Council for action, after a recommendation by the  
4 Committee. (4) Are there any carrying costs for the property? The final determination on the  
5 acceptance of other tangible property gifts shall be made by the Village Council.  
6

7 (12) Gifts of real estate may include developed, undeveloped property or gifts subject to a  
8 prior life interest. Prior to acceptance of real estate, the Village Council shall require an initial  
9 environmental review of the property to ensure that the property has no environmental damage. In  
10 the event that the initial inspection reveals a potential problem, the Village Council shall retain a  
11 qualified inspection firm to conduct an environmental audit. The Village will determine the expenses  
12 associated with the donation. The cost of the environmental audit shall generally be an expense of  
13 the donor. When appropriate, a title binder shall be obtained by the Village prior to the acceptance  
14 of the real property gift. The cost of this title binder shall generally be an expense of the donor.  
15

16 Criteria for accepting real property shall include: (1) Is the property useful for the purposes  
17 of the Village? (2) Is the property marketable? (3) Are there any restrictions, reservations, easements  
18 or other limitations associated with the property? (4) Are there carrying costs, which may include  
19 insurance, property taxes, mortgages, or notes, etc., associated with the property? (4) Does the  
20 environmental audit reflect that the property is not damaged?  
21

22 **Section 8.** The resolution shall take effect immediately upon adoption.

23 PASSED and ADOPTED this [ ] day of March, 2012.

24  
25 Attest: \_\_\_\_\_  
26 Meighan Alexander Shelley Stanczyk  
27 Village Clerk Mayor  
28

29 APPROVED AS TO FORM:  
30

31 \_\_\_\_\_  
32 Eve A. Boutsis,  
33 Village Attorney  
34

35 FINAL VOTE AT ADOPTION:  
36

37 Council Member Patrick Fiore \_\_\_\_\_  
38

39 Council Member Howard Tendrich \_\_\_\_\_  
40

41 Council Member Joan Lindsay \_\_\_\_\_  
42

43 Vice-Mayor Brian W. Pariser \_\_\_\_\_

1  
2 Mayor Shelley Stanczyk  
3

\_\_\_\_\_

# Noncash Charitable Contributions

▶ **Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.**  
 ▶ **See separate instructions.**

OMB No. 1545-0908

Attachment  
 Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

**Note.** Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

**Section A. Donated Property of \$5,000 or Less and Certain Publicly Traded Securities**—List in this section **only** items (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also, list certain publicly traded securities even if the deduction is more than \$5,000 (see instructions).

**Part I Information on Donated Property**—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) Description of donated property (For a donated vehicle, enter the year, make, model, condition, and mileage, and attach Form 1098-C if required.)
A		
B		
C		
D		
E		

**Note.** If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (d), (e), and (f).

	(c) Date of the contribution	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) Fair market value (see instructions)	(h) Method used to determine the fair market value
A						
B						
C						
D						
E						

**Part II Partial Interests and Restricted Use Property**—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

**2a** Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ \_\_\_\_\_ .  
 If Part II applies to more than one property, attach a separate statement.

**b** Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ▶ \_\_\_\_\_ .  
**(2)** For any prior tax years ▶ \_\_\_\_\_ .

**c** Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

**d** For tangible property, enter the place where the property is located or kept ▶ \_\_\_\_\_

**e** Name of any person, other than the donee organization, having actual possession of the property ▶ \_\_\_\_\_

**3a** Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? . . . . .

Yes	No

**b** Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire? . . . . .


**c** Is there a restriction limiting the donated property for a particular use? . . . . .

Name(s) shown on your income tax return

Identifying number

Section B. Donated Property Over \$5,000 (Except Certain Publicly Traded Securities)—List in this section only items (or groups of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of certain publicly traded securities reported in Section A). An appraisal is generally required for property listed in Section B (see instructions).

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- Art\* (contribution of \$20,000 or more)
Art\* (contribution of less than \$20,000)
Collectibles\*\*
Qualified Conservation Contribution
Other Real Estate
Intellectual Property
Equipment
Securities
Other

\*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

\*\*Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

Table with 3 columns: (a) Description of donated property, (b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift, (c) Appraised fair market value. Rows A, B, C, D.

Table with 6 columns: (d) Date acquired by donor, (e) How acquired by donor, (f) Donor's cost or adjusted basis, (g) For bargain sales, enter amount received, (h) Amount claimed as a deduction, (i) Average trading price of securities. Rows A, B, C, D.

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions.

Signature of taxpayer (donor)

Date

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I hold myself out to the public as an appraiser or perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that a substantial or gross valuation misstatement resulting from the appraisal of the value of the property that I know, or reasonably should know, would be used in connection with a return or claim for refund, may subject me to the penalty under section 6695A. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign

Here

Signature

Title

Date

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? Yes No

Name of charitable organization (donee)

Employer identification number

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

Authorized signature

Title

Date

**Donee Information Return**  
 (Sale, Exchange, or Other Disposition of Donated Property)

OMB No. 1545-0908

▶ See instructions.

**Give a Copy to Donor**

**Parts To Complete**

- If the organization is an **original donee**, complete *Identifying Information*, Part I (lines 1a–1d and, if applicable, lines 2a–2d), and Part III.
- If the organization is a **successor donee**, complete *Identifying Information*, Part I, Part II, and Part III.

**Identifying Information**

<b>Print or Type</b>	Name of charitable organization (donee)	Employer identification number :
	Address (number, street, and room or suite no.) (or P.O. box no. if mail is not delivered to the street address)	
	City or town, state, and ZIP code	

**Part I Information on ORIGINAL DONOR and SUCCESSOR DONEE Receiving the Property**

<b>1a</b> Name of original donor of the property	<b>1b</b> Identifying number(s)
<b>1c</b> Address (number, street, and room or suite no.) (P.O. box no. if mail is not delivered to the street address)	
<b>1d</b> City or town, state, and ZIP code	

**Note.** Complete lines 2a–2d only if the organization gave this property to another charitable organization (successor donee).

<b>2a</b> Name of charitable organization	<b>2b</b> Employer identification number :
<b>2c</b> Address (number, street, and room or suite no.) (or P.O. box no. if mail is not delivered to the street address)	
<b>2d</b> City or town, state, and ZIP code	

**Part II Information on PREVIOUS DONEES. Complete this part only if the organization was not the first donee to receive the property. See the instructions before completing lines 3a through 4d.**

<b>3a</b> Name of original donee	<b>3b</b> Employer identification number :
<b>3c</b> Address (number, street, and room or suite no.) (or P.O. box no. if mail is not delivered to the street address)	
<b>3d</b> City or town, state, and ZIP code	
<b>4a</b> Name of preceding donee	<b>4b</b> Employer identification number :
<b>4c</b> Address (number, street, and room or suite no.) (or P.O. box no. if mail is not delivered to the street address)	
<b>4d</b> City or town, state, and ZIP code	

**Part III Information on DONATED PROPERTY**

<p>1. Description of the donated property sold, exchanged, or otherwise disposed of and how the organization used the property. (If you need more space, attach a separate statement.)</p>	<p>2. Did the disposition involve the organization's entire interest in the property?</p>		<p>3. Was the use related to the organization's exempt purpose or function?</p>		<p>4. Information on use of property.</p> <ul style="list-style-type: none"> <li>● If you answered "Yes" to question 3 and the property was tangible personal property, describe how the organization's use of the property furthered its exempt purpose or function. Also complete Part IV below.</li> <li>● If you answered "No" to question 3 and the property was tangible personal property, describe the organization's intended use (if any) at the time of the contribution. Also complete Part IV below, if the intended use at the time of the contribution was related to the organization's exempt purpose or function and it became impossible or infeasible to implement.</li> </ul>
	Yes	No	Yes	No	
<b>A</b>					
<b>B</b>					
<b>C</b>					
<b>D</b>					

		Donated Property			
		A	B	C	D
<b>5</b>	Date the organization received the donated property (MM/DD/YY)	/ /	/ /	/ /	/ /
<b>6</b>	Date the original donee received the property (MM/DD/YY)	/ /	/ /	/ /	/ /
<b>7</b>	Date the property was sold, exchanged, or otherwise disposed of (MM/DD/YY)	/ /	/ /	/ /	/ /
<b>8</b>	Amount received upon disposition	\$	\$	\$	\$

**Part IV Certification**

You must sign the certification below if any property described in Part III above is tangible personal property and:

- You answered "Yes" to question 3 above, or
- You answered "No" to question 3 above and the intended use of the property became impossible or infeasible to implement.

Under penalties of perjury and the penalty under section 6720B, I certify that either: (1) the use of the property that meets the above requirements, and is described above in Part III, was substantial and related to the donee organization's exempt purpose or function; or (2) the donee organization intended to use the property for its exempt purpose or function, but the intended use has become impossible or infeasible to implement.

Signature of officer
  Title
  Date

**Sign Here**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of officer
  Title
  Date

\_\_\_\_\_  
Type or print name

## General Instructions

Section references are to the Internal Revenue Code.

### Purpose of Form

Donee organizations use Form 8282 to report information to the IRS and donors about dispositions of certain charitable deduction property made within 3 years after the donor contributed the property.

### Definitions



For Form 8282 and these instructions, the term "donee" includes all donees, unless specific reference is made to "original" or "successor" donees.

**Original donee.** The first donee to or for which the donor gave the property. The original donee is required to sign Form 8283, Noncash Charitable Contributions, Section B. *Donated Property Over \$5,000 (Except Certain Publicly Traded Securities)*, presented by the donor for charitable deduction property.

**Successor donee.** Any donee of property other than the original donee.

**Charitable deduction property.** Any donated property (other than money and publicly traded securities) if the claimed value exceeds \$5,000 per item or group of similar items donated by the donor to one or more donee organizations. This is the property listed in Section B on Form 8283.

### Who Must File

Original and successor donee organizations must file Form 8282 if they sell, exchange, consume, or otherwise dispose of (with or without consideration) charitable deduction property (or any portion) within 3 years after the date the original donee received the property. See *Charitable deduction property* above.

If the organization sold, exchanged, or otherwise disposed of motor vehicles, airplanes, or boats, see Pub. 526, *Charitable Contributions*.

**Exceptions.** There are two situations where Form 8282 does not have to be filed.

**1. Items valued at \$500 or less.** The organization does not have to file Form 8282 if, at the time the original donee signed Section B of Form 8283, the donor had signed a statement on Form 8283 that the appraised value of the specific item was not more than \$500. If Form 8283 contains more than one item, this exception applies only to those items that are clearly identified as having a value of \$500 or less. However, for purposes of the donor's determination of whether the appraised value of the item exceeds \$500, all shares of nonpublicly traded stock, or items that form a set, are considered one item. For example, a collection of books written by the same

author, components of a stereo system, or six place settings of a pattern of silverware are considered one item.

**2. Items consumed or distributed for charitable purpose.** The organization does not have to file Form 8282 if an item is consumed or distributed, without consideration, in fulfilling your purpose or function as a tax-exempt organization. For example, no reporting is required for medical supplies consumed or distributed by a tax-exempt relief organization in aiding disaster victims.

### When To File

If the organization disposes of charitable deduction property within 3 years of the date the original donee received it and the organization does not meet exception 1 or 2 above, the organization must file Form 8282 within 125 days after the date of disposition.

**Exception.** If the organization did not file because it had no reason to believe the substantiation requirements applied to the donor, but the organization later becomes aware that the substantiation requirements did apply, the organization must file Form 8282 within 60 days after the date it becomes aware it was liable. For example, this exception would apply where Section B of Form 8283 is furnished to a successor donee after the date that donee disposes of the charitable deduction property.

**Missing information.** If Form 8282 is filed by the due date, enter the organization's name, address, and employer identification number (EIN) and complete at least Part III, columns 1, 2, 3, and 4; and Part IV. The organization does not have to complete the remaining items if the information is not available. For example, the organization may not have the information necessary to complete all entries if the donor did not make Section B of Form 8283 available.

### Where To File

Send Form 8282 to the Department of Treasury, Internal Revenue Service Center, Ogden, UT 84201-0027.

### Other Requirements

**Information the organization must give a successor donee.** If the property is transferred to another charitable organization within the 3-year period discussed earlier, the organization must give the successor donee all of the following information.

1. The name, address, and EIN of the organization.
2. A copy of Section B of Form 8283 that the organization received from the donor or a preceding donee. The preceding donee is the one who gave the organization the property.
3. A copy of this Form 8282, within 15 days after the organization files it.

The organization must furnish items 1 and 2 above within 15 days after the latest of the date:

- The organization transferred the property,
- The original donee signed Section B of Form 8283, or
- The organization received a copy of Section B of Form 8283 from the preceding donee if the organization is also a successor donee.

**Information the successor donee must give the organization.** The successor donee organization to whom the organization transferred this property is required to give the organization its name, address, and EIN within 15 days after the later of:

- The date the organization transferred the property, or
- The date the successor donee received a copy of Section B of Form 8283.

**Information the organization must give the donor.** The organization must give a copy of Form 8282 to the original donor of the property.

**Recordkeeping.** The organization must keep a copy of Section B of Form 8283 in its records.

### Penalties

**Failure to file penalty.** The organization may be subject to a penalty if it fails to file this form by the due date, fails to include all of the information required to be shown on the filed form, or includes incorrect information on the filed form. The penalty is generally \$50 per form. For more details, see section 6721 and 6724.

**Fraudulent identification of exempt use property.** A \$10,000 penalty may apply to any person who identifies in Part III tangible personal property the organization sold, exchanged, or otherwise disposed of, as having a use that is related to a purpose or function knowing that such property was not intended for such a use. For more details, see section 6720B.

## Specific Instructions

### Part I

**Line 1a.** Enter the name of the original donor.

**Line 1b.** The donor's identifying number may be either an employer identification number or a social security number, and should be the same number provided on page 2 of Form 8283.

**Line 1c and 1d.** Enter the last known address of the original donor.

**Lines 2a–2d.** Complete these lines if the organization gave the property to another charitable organization successor donee (defined earlier). If the organization is an original donee, skip Part II and go to Part III.

## Part II

Complete Part II only if the organization is a successor donee. If the organization is the original donee, do not complete any lines in Part II; go directly to Part III.

If the organization is the **second donee**, complete lines 3a through 3d. If the organization is the **third or later donee**, complete lines 3a through 4d. On lines 4a through 4d, give information on the preceding donee.

## Part III

**Column 1.** For charitable deduction property that the organization sold, exchanged, or otherwise disposed of within 3 years of the original contribution, describe each item in detail. For a motor vehicle, include the vehicle identification number. For a boat, include the hull identification number. For an airplane, include the aircraft identification number. Additionally, for the period of time the organization owned the property, explain how it was used. If additional space is needed, attach a statement.

**Column 3.** Check "Yes" if the organization's use of the charitable deduction property was related to its exempt purpose or function. Check "No" if the organization sold, exchanged, or otherwise disposed of the property without using it.

## Signature

Form 8282 is not valid unless it is signed by an officer of the organization. Be sure to include the title of the person signing the form and the date the form was signed.

## How To Get Tax Help

### Internet

You can access the IRS website 24 hours a day, 7 days a week at [www.irs.gov/eo](http://www.irs.gov/eo) to:

- Download forms, instructions, and publications;
- Order IRS products online;
- Research your tax questions online;
- Search publications online by topic or keyword;

- View Internal Revenue Bulletins (IRBs) published in the last few years; and

- Sign up to receive local and national tax news by email. To subscribe, visit [www.irs.gov/eo](http://www.irs.gov/eo).

### DVD

You can order Publication 1796, IRS Tax Products DVD, and obtain:

- Current-year forms, instructions, and publications.
- Prior-year forms, instructions, and publications.
- Tax Map: an electronic research tool and finding aid.
- Tax law frequently asked questions.
- Tax topics from the IRS telephone response system.
- Fill-in, print, and save features for most tax forms.
- IRBs.
- Toll-free and email technical support.
- Two releases during the year.

Purchase the DVD from National Technical Information Service (NTIS) at [www.irs.gov/cdorders](http://www.irs.gov/cdorders) for \$30 (no handling fee) or call **1-877-CDFORMS** (1-877-233-6767) toll-free to buy the DVD for \$30 (plus a \$6 handling fee). Price is subject to change.

### By Phone

You can order forms and publications by calling 1-800-TAX-FORM (1-800-829-3676). You can also get most forms and publications at your local IRS office. If you have questions and/or need help completing this form, please call 1-877-829-5500. This toll free telephone service is available Monday thru Friday.

**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete this form will vary depending on individual circumstances. The estimated average time is:

**Recordkeeping** . . . . . 3 hr., 35 min.

**Learning about the law or the form** . . . . . 12 min.

**Preparing and sending the form to the IRS** . . . . . 15 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File* on page 3.



To: Honorable Mayor and Village Council

Date: March 5, 2012

From: Ron E. Williams, Village Manager

Re: Recommendation for Award  
of Bid 2011-PR-005: Park  
Concession Services

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION AND RFP-2011-PR-005; APPROVING THE VILLAGE MANAGER'S RECOMMENDATION FOR AN AWARD OF BID TO SILVA MANAGEMENT OF MIAMI, INC., DBA JUNIOR'S CATERING OF MIAMI, TO PROVIDE CONCESSION SERVICES AT CORAL REEF, PALMETTO BAY AND LUDOVICI PARKS PURSUANT TO THE TERMS AND CONDITIONS OF THE GOVERNING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

Pursuant to the receipt of proposals in response to RFP-2011-PR-005 for Concession Operation Services at Village Parks, the Village Council authorized formal negotiations with Silva Management of Miami, Inc., pursuant to miscellaneous provisions of the Village code permissible when less than three bids/proposals are received. The following summarizes the terms and conditions agreed upon by Mr. Junior Silva, President of Silva Management of Miami, Inc. and the Village Administration:

**Term:** Initial period of three (3) years; with two (2) additional one-year extensions at the discretion of the Village Manager

**Monetary Consideration to Village:**

- **Coral Reef Park:** \$2,400 annually, paid in monthly installments of \$200 per month;
- **Palmetto Bay Park:** \$3,000 annually, paid in monthly installments of \$350 per month;
- **Ludovici Park:** No rental. Estimate of revenue to be based on vending machine installation.
- **Percentage of Gross Revenues:** the contractor shall remit seven percent (7%) of gross revenues once said gross sales reach \$100,000 (negotiated down from \$150,000) annually for Coral Reef, Palmetto Bay and Ludovici Parks;

collectively.

- **Bond or Cash Equivalent:** Prior to the execution of the agreement by the Village Manager, the Contractor shall remit a security bond equivalent to three (3) months' rent to the Village. The Contractor may opt to remit a cashier's check, or irrevocable letter of credit in an equivalent amount in lieu of a security bond.

#### **Hours of Operation:**

- **Coral Reef Park (ParkView Café):** Monday through Friday, 7-9:00am via use of mobile unit; and 3:00pm to sundown. Saturdays 9:00am to 3:00pm, including mobile units. Sundays closed.
- **Palmetto Bay Park (Homeplate Grill):** Monday through Friday, 4-10:00pm. Saturdays 9:00am to 3:00pm. Sundays closed.
- **Ludovici Park:** Services via vending machines with the offering of beverages and healthy products for consumption.

#### **Note:**

1. Hours for holidays and day's school is out to be determined
2. Sunday hours shall be revisited 60-90 days from start-up date
3. Should specified hours of operation prove to be insufficient as determined by the Village, the current hours may be modified upon the mutual consent of both Village and Contractor
4. Proposed mobile units must be screened and approved by Village Manager

#### **Utilities:**

- **Coral Reef Park:** Contractor shall be responsible for electric and gas as per separate meters for same.
- **Palmetto Bay Park:** Contractor shall remit \$150 per month for utility services.
- **Ludovici Park:** No utility responsibilities to Contractor

#### **Annual Audit:**

- Contractor shall procure an annual independent audit performed by a certified auditing firm or other certified public accounting firm as selected by the Contractor and at the Contractor's sole cost and expense.

#### **Insurances:**

- Insurances as specified in the RFP shall be confirmed prior to execution of agreement by Village Manager.

#### **FISCAL/BUDGETARY IMPACT**

Revenues to Village are estimated to be \$5,400 annually; plus seven percent of gross revenues exceeding \$100,000. Additionally the Contractor shall be responsible for specified utility expenses, excluding water, as well as equipment maintenance and security.

**RECOMMENDATION:** Approval

1 RESOLUTION NO. \_\_\_\_\_  
2

3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE  
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND  
5 RECREATION AND RFP-2011-PR-005; APPROVING THE VILLAGE  
6 MANAGER'S RECOMMENDATION TO BEGIN NEGOTIATIONS  
7 WITH JUNIOR'S CATERING TO PROVIDE CONCESSION SERVICES  
8 AT CORAL REEF AND PALMETTO BAY PARKS WITH SUBSEQUENT  
9 RECOMMENDATION FOR AWARD CONTINGENT UPON TERMS  
10 AND CONDITIONS AGREEABLE BY BOTH PARTIES;  
11 AUTHORIZATION OF SAID NEGOTIATIONS BY THE VILLAGE  
12 COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.  
13

14 WHEREAS, in a continued effort to provide our residents with exceptional park facilities in  
15 which they can enjoy a myriad of leisure activities and services, creating a lifetime of memorable  
16 experiences, the Village recently advertised a Request for Proposals for the Operation of  
17 Concession Facilities; and  
18

19 WHEREAS, the Village received two proposals for RFP-2011-PR-005, entitled 'Operation  
20 of Concession Facilities'; and  
21

22 WHEREAS, the Village Manager appointed a four member evaluation committee  
23 comprised of the Parks and Recreation Department Director, Parks and Recreation Manager, and  
24 two Palmetto Bay Residents with extensive restaurant/food and beverage operations experience;  
25 and  
26

27 WHEREAS, in accordance with the Village's procurement process, i.e., miscellaneous  
28 provisions regarding receipt of less than three proposals, the Village Administration wishes to  
29 enter into contract negotiations to effectuate terms and conditions agreeable to both parties; and  
30

31 WHEREAS, the evaluation committee has recommended that the aforementioned  
32 provision be exercised, with Junior's Catering being deemed as the most qualified and responsive  
33 proposer to merit such negotiations.  
34

35 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE  
36 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:  
37

38 **Section 1.** The Village Manager is hereby authorized to enter into contract negotiations  
39 with Junior's Catering.  
40

41 **Section 2.** Should said negotiations be successful, the Village Manager shall bring the  
42 item back before the Village Council for review and ratification of recommended contract.  
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44 **Section 3.** This resolution shall take effect immediately upon adoption

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PASSED and ADOPTED this \_\_\_\_\_ day of February 2012.

Attest: \_\_\_\_\_  
Meighan Alexander  
Village Clerk

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Eve A. Boutsis,  
FIGUEREDO & BOUTSIS, P.A., as Office  
of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_  
Council Member Howard J. Tendrich \_\_\_\_\_  
Council Member Joan Lindsay \_\_\_\_\_  
Vice-Mayor Brian W. Pariser \_\_\_\_\_  
Mayor Shelley Stanczyk. \_\_\_\_\_

**AGREEMENT BETWEEN  
THE VILLAGE OF PALMETTO BAY  
AND SILVA MANAGEMENT OF MIAMI, INC.  
FOR THE OPERATION OF CONCESSION FACILITIES AT VILLAGE PARKS**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Village of Palmetto Bay, a Florida municipal corporation (the "Village"), and Silva Management of Miami, Inc. DBA Junior's Catering ("Contractor").

**RECITALS**

1. The Village has under its control permanent concession facilities (the "Concessions") in Village Parks.
2. The Village desires to utilize the Contractor to operate and manage the Concessions to sell food and nonalcoholic beverages at times specified herein, and the Village agrees to permit the Contractor to use the Concession for such purposes pursuant to the terms of this Agreement.

**NOW THEREFORE**, in consideration of \$10.00, the mutual covenants and conditions contained herein, the receipt of which is acknowledged, the parties agree as follows:

1. **PURPOSE/AUTHORIZATION.** The purpose of this Agreement is to provide for the Village's retention of \_\_\_\_\_ Contractor to manage and operate the permanent concession facilities at Coral Reef Park (ParkView Café) and Palmetto Bay Park (Homeplate Grill); and a vending unit at Ludovici Park, for the Village as described in Section 2 below.

2. **USE AND OBLIGATION**

(a) The Village grants to the Contractor the non-exclusive right to use the Concession as contemplated herein.

(b) The Contractor agrees to establish the following minimum operating hours.: 1) Coral Reef Park/Park View Café – Monday through Friday: 7-9am; with use of mobile units, and 3pm to sundown; Saturdays 9am-3pm (including mobile units); Sundays: Closed 2) Palmetto Bay Park/Homeplate Grill: Monday through Friday 4-10pm; Saturday's: 9am to 3pm; Sunday's: closed. Holidays and/or selected days school to be determined. Sunday hours shall be revisited within 60-90 days from start-up date. Ludovici Park- shall be serviced via vending machines with the offering of beverages and healthy products for consumption. In order not to impose an undo economic hardship upon the Contractor, should specific days/times not be economically feasible for operating hours, the aforementioned hours of operation may be modified upon the mutual consent of both Village and Contractor. Likewise, should the specified hours of operation prove to be insufficient as determined by the Village, the current hours of operations may be modified upon the mutual consent of both Village and Contractor.

(c) The Contractor shall be permitted to enter the Concession up to two (2) hours before the designated start of operation on the days specified herein, and the Contractor shall vacant the Concession no later than the advertised park closing hour.

(d) The cooking and/or reheating of food shall be limited to existing and/or identified on-site equipment unless otherwise approved in advance by the Village. Proposers may identify such equipment and shall be required to submit a list of equipment for approval prior to installation and/or implementation. The use of gas and/or barbecue grills or similar equipment is prohibited, with the exception of 1) Palmetto Bay Park, in which the Contract shall be permitted to use a mobile flat grill cooking unit outside the Concession, and 2) during special events and/or activities at Coral Reef Park and Ludovici Park as approved by the Village Manager and/or designee. The location of said unit must be approved by the Village Manager or designee, and shall be safely set up with protective barriers to prevent public access, and presentable in keeping with the existing/aesthetic park setting. Additionally, the Contractor is proposing periodic use of a mobile unit to service the park patrons. Use and operations of said mobile unit must be covered under Contractor's

insurances and operators must possess a Florida Drivers License with a safe driving record. This mobile unit must be transported on and off the park premises with no permanent on-site storage; however, if available, the Village may opt at its sole discretion, to provide temporary daily or weekend storage during special activities and/or special events. All such mobile units shall be identified as the Coral Reef Park's ParkView Café; Palmetto Bay Park's Homeplate Grill, or Ludovici Park's Stageside Café. Contractor shall not sell or distribute any glass bottles or containers at any time. Other than the uses stated above, the concession may not be used by Contractor for any other purpose.

At the Palmetto Bay Park, located at 17535 SW 95<sup>th</sup> Avenue, Palmetto Bay, the Contractor may only serve Coca-Cola Brand products (including Coca Cola fruit drinks, sports drinks, soft drinks, energy drinks and water products), other than unbranded coffee, and fresh-brewed tea products, water drawn from public water supply or unbranded juice squeezed fresh. Contractor must also use "Approved Cups", meaning disposable cups approved by Coca Cola, from time to time, as its standard trademark cups and/or vessels and/or other (disposable and non-disposable) containers approved by Coca Cola. Contractor shall only advertise the "exclusive" soft drink for Palmetto Bay Park, Coca Cola. Coca Cola products may SOLELY be installed in the Coca-Cola marked refrigerators in the Palmetto Bay Park Concession Stands. Failure to comply with this condition shall result in immediate termination of this Agreement, for cause. Coca Cola products shall be prominently listed on any menu boards located at the Palmetto Bay Park Concession Facility. Contractor must purchase all Coca Cola Beverages for this specific facility, including all products, approved cups, lids, and carbon dioxide directly from the Village's Coca Cola Contractor, Coca-Cola Enterprises, Inc., d/b/a Florida Coca-Cola Bottling Company, a Delaware Corporation, 16569 SW 177th Avenue, Miami Florida 33177. Marketing of any competitor to Coca Cola Products at the Palmetto Bay Park shall be considered a material breach of this Agreement and shall result in termination of this Agreement, for cause. Contractor shall comply with the terms and conditions of the Village's Beverage Agreement, which Agreement is attached hereto as exhibit 1. Failure to do so shall result in a material breach of this Agreement, and shall be considered a "for cause" termination.

(e) Prior to the execution of this Agreement by the Village, Contractor agrees to provide to the Village a menu with a list of sale items and prices for each Concession to be approval by the Village Manager, or his designee. The Contractor shall at all times hereunder stock and display a reasonable supply of food and beverages sufficient to satisfy demand at competitive prices comparable with the prices charged for food and beverages at other public parks in the area.

(f) Pursuant to the annual payment as enumerated in the submittal RFP 2011-PR-005, as negotiated, the Contractor shall remit to the Village the following monetary compensation in accordance with established governmental accounting practices:

- 1) Coral Reef Park Park View Café - \$2,400 annually, paid in monthly installments of \$200 per month, payable one month in-arrear.
- 2) Palmetto Bay Park - \$3,000 annually, paid in monthly installments of \$250 per month, payable one month in-arrear.
- 3) Ludovici Park - \$0 annually, paid in monthly installments of \$0 payable one month in-arrears.

In addition, the Contractor agrees to remit seven (7) percent of gross revenues once said gross sales reach \$100,000 annually for Coral Reef Park, Palmetto Bay Park and Ludovici Park, collectively. At the end of the first year of operations, the Contractor and Village shall revisit the Contractor's compensation to the Village; and upon mutual consent of both parties (Contractor and Village Manager on behalf of the Village), shall adjust compensation accordingly.

The Contractor shall remit payments within fifteen (15) days following the preceding/billable month, to the Village and delivered to the address as described in Paragraph 15 of this Agreement. The Contractor, Subcontractors, suppliers and/or laborers are prohibited from placing a lien on Village's property, and the Contractor agrees to ensure this through contractual/procurement methods as legally allowable within the State of Florida.

(g) Prior to the execution of this Agreement by the Village Manager, the Contractor shall remit a security bond equivalent to three (3) months base payments identified above at subsection (f) rent/financial consideration to Village. The Contractor may opt to remit a cashier's check, or irrevocable letter of credit in an

equivalent amount in lieu of a security bond. The Village shall retain said bond/cash for the term of the Agreement. The Bond will be used to cover any deficiencies as it relates to the payment provisions, including late fees, utilities and payments required herein. If any portion of the security bond or cashier's check is utilized by the Village to cure a deficiency, the successful Contractor shall, within 30 days, either replenish said funding or issue a new bond. Failure to do so may result in a "for cause termination" by the Village. This bond, letter of credit or cashier's check will be conditioned on the full and faithful performance of all covenants of this Agreement. The Village shall have the right of approval of the bond surety, which approval shall not be unreasonably withheld, in accordance with the then applicable Village criteria prior to the execution and delivery of the bond by Contractor. In the event that, for any reason, the Contractor's payment bond lapses or is held to be no longer valid or enforceable before the satisfaction of any and all claims, the Contractor shall pay all such claims, and indemnify, defend, and hold the Village harmless against such claims. In the event that the Contractor abandons performance or fails to perform as required, the Village will execute on the Bond, draw upon the irrevocable letter of credit or retain the cashier's check deposit, whichever is the case, and Contractor will be responsible for the balance of the debt, if any, that is owed. Additionally, if the Village must draw upon any portion of the form of security provided, Contractor hereby agrees to restore the security to its original amount within seven (7) days of receiving notice by the Village that the security was drawn upon.

(h) Late Payment Charge. Contractor agrees to promptly pay all amounts provided herein at Section 2, including but not limited to utility charges, and monthly payments under subsection 2(f), that accrue under this Agreement. Contractor acknowledges that Agreement to timely pay as provided herein is a material inducement for the Village to enter into this Agreement. If any monies remain unpaid for five (5) days after the same becomes due and payable, the Village will invoice and Contractor shall pay a late charge of 18% per annum of the payment overdue, computed on a per diem basis from the original due date until received by the Village. The right of the Village to require payment of such late payment charge and the obligation of the Contractor to pay same shall be in addition to and not in lieu of the rights of the Village to enforce other provisions herein, including termination of the Agreement, or to pursue other remedies provided by law.

(i) Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the payments identified at Subsection 2(f), and any associated sales and use tax. Any remaining balance in the payment will be applied to any other balance due.

(j) Worthless Check or Draft. In the event that the Contractor delivers a dishonored check or draft to the Village in payment of any obligation arising under this Agreement, the Contractor shall incur and pay a service charge of \$25.00 or five (5) percent of the face amount of the check, whichever is greater. For each such dishonored check, such payment to be made within not more than five (5) days from written notice of such default. Further, in such event, the Village may require that future payments required pursuant to this Agreement be made by cashier's check or other means acceptable to the Village. A second such occurrence of dishonored check(s) during the lease term will be a breach of contract, and at the Village's option, will constitute a default allowing termination.

(k) For the purpose of verifying the the payments required herein, Contractor shall prepare and keep, for a period of not less than three (3) years following the end of the term of this Agreement, adequate books and records, including but not limited to those relating to inventories, purchases and receipts of merchandise, and all sales and other pertinent transactions by Contractor. Contractor shall record at the time of sale each receipt from sales or other transactions, whether for cash or on credit, in one or more sealed cash register(s) showing a cumulative total. Contractor shall keep, for at least three (3) years following each year end under the term of this Agreement, all pertinent original sales records, which records shall include (1) cash register tapes; (2) serially numbered sales slips; (3) settlement report sheets of transactions with any subcontractors, concessionaires and licensees, if applicable; (4) income and sales tax returns; and (5) any other such records which would normally be examined and required to be kept by an independent accountant pursuant to generally accepted auditing standards in performing an audit of Contractor's gross sales.

(l) No payment by Contractor or receipt by the Village of a lesser amount than any payment required under Section (2) herein stipulated shall be deemed to be other than on account of the earliest required payment, or additional payments then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as sent be deemed an accord and satisfaction. The Village

may accept such check or payment without prejudice to the Village's rights to recover the balance of such payments or pursue any other remedy provided in this Agreement, at law or in equity.

(m) If Contractor remains in possession of the premises after the expiration of the term of this Agreement, or any option period, without a new agreement reduced to writing and duly executed and delivered (even if the Contractor shall have paid and Village shall have accepted, payment in respect to such holdin over), Contractor shall be deemed to be occupying the premises only as a Contractor from month-to-month, subject to all covenants, conditions and agreements of this Agreement. If the Contractor fails to surrender the premises upon termination of this Agreement, then Contractor shall, in addition to any liabilities to the Village accruing therefore, indemnify and hold harmless the Village and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding Contractor on such failure.

(n) With regards to use of vending machines, units offering beverages and healthy foods shall be allowable at Coral Reef Park within the concession building's enclosed breezeway area, as well as Ludovici Park within areas as designated by the Village. For Palmetto Bay Park, use of vending machines shall be at the Village Manager's discretion.

(o) Contractor agrees to provide the Village with copies of the total gross sales receipts, in addition to any and all such documents or statements ("records") identifying total concession stand revenues for the time periods of operation as specified herein. Said records shall be provided to the Village Manager, or his designee, on a monthly basis. A complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by the Village is required on an annual basis at the Contractor's sole expense. Contractor shall make all such records available for said examination at the leased premises or at some other mutually agreeable location. If the result of such audit shall show that the Contractor's statement of gross sales for any period has been understated, Contractor shall pay the Village the amount due. Contractor shall be responsible to pay deficiency payments within ten (10) days of determination.

(p) The Contractor shall not permit any intoxicated person or persons to remain at the Concession or allow profane or indecent language, or improper, boisterous or loud conduct to take place in or about the Concessions.

(q) The Contractor shall at all times maintain a clean and safe environment and provide high quality service and while operating the Concessions. Any unsafe or potentially unsafe conditions should be immediately reported to the Village through the Village Manager, or his designee.

(r) The Contractor shall be responsible for inspecting the condition of the facilities and equipment in the Concessions every day prior to its use. Weekly inspection reports shall be made in writing and presented to the Village Manager or designee if requested.

(s) The Contractor shall, on each day of operation of the Concessions properly dispose of all litter and trash generated through its use of the Concessions upon the close of the operation day in the dumpster located at designated areas at each park facility. The Village will not have any responsibility for the disposal or removal of any litter or trash generated as a result of the Contractor operation of the Concessions. At all times (on-going throughout the day), the concessions, eating areas and common areas primarily used to service the concession shall be kept clean and aesthetically pleasing by the Contractor. Said cleaning shall include periodic pressure cleaning and/or other methods deemed appropriate. If necessary, determination of acceptable levels of cleanliness shall be the sole discretion of the Village. Additionally, in the event the Village installs television units at the 'ParkView Café' or other concession sites under contract, with convenient daily removal and replacement methods, the Contractor shall assume responsibility to safely set up the televisions at the beginning of each day as a part of opening procedures, and the storing of same as a part of closing procedures. Regarding mobile units, Contractor must use protective material to prevent grease/damage to flooring surface.

The Contractor is responsible for utilities consumed and/or considered a part and/or beneficial or essential to concession operations. Where separate meters exist, i.e. the Coral Reef ParkView Café. Contractor shall assume responsibility. In that separate meters do not exist at Palmetto Bay and Ludovici Parks, the following pre-determine monthly assessment shall apply: Palmetto Bay Park - \$150. Other non-metered utility services

shall be the direct responsibility of the Contractor for leased premises and/or operations under this Agreement.

(t) The Contractor agrees that he/she will be responsible for the installation, maintenance, repair and all costs associated therewith for any equipment that the Contractor desires to place into the Concessions, as may be permitted under this Agreement. The Village will have no responsibility for the cost of installation, maintenance, repair or any other costs related to any equipment placed into the Concession by the Contractor. The Village will have no responsibility to obtain any permits that may be required in connection with the installation, maintenance or repair of any equipment placed in the Concession. However, the Village reserves the right to disapprove any such installation deemed to negatively affect the overall structural integrity, facility warranties and/or aesthetics of the facility; and shall have sole discretion with regards to decisions made. The Village shall also determine and/or designate whether or not specific equipment/fixtures in question shall be deemed a 'fixed asset', and therefore not removable upon termination of this Agreement. With regards to Village-owned equipment, fixtures and amenities available for use by the Contractor, the Contractor agrees to exercise care and conduct maintenance programs normally accepted by the industry to effectuate a high-level of maintenance to safeguard usability, appearance, cleanliness and longevity of said equipment. Said maintenance program shall be submitted for approval of the Village Manager or designee. With regards to the vending unit to be utilized at Ludovici and Coral Reef Parks, as well as the mobile units at Coral Reef and/or Palmetto Bay Parks, the Contractor shall submit a photo and description of said unit for review and approval of the Village Manager. The Village assumes no responsibility for the security and safeguarding of said mobile unit, whether during operational periods or should it be stored overnight at the concession site. The Contractor and the Village shall mutually agree on the location of said mobile unit, and the Contractor further agrees to relocate the unit, as directed by the Village and as may be necessary to accommodate special events and/or activities held at the Edward and Arlene Feller Amphitheater

(u) The Contractor agrees that it will provide the necessary personnel to meet the needs of the residents and visitors who are utilizing the Concessions. The Contractor agrees that it will perform the FDLE background checks to screen employees, properly train and supervise all of its employees and ensure compliance with the Village's Drug Free Workplace policy. Upon the successful proposer being recommended by the Village Manager, authorized by the Village Council to negotiate a contract with the Village Manager and completion of negotiations agreed upon by Village Manager and Proposer; said successful proposer/Contractor shall obtain the required FDLE background check and medical screening prior to the Village Manager presentation to the Village Council for approval. The Contractor's employees shall be courteous and shall be neat and sanitary and not pose a health threat or risk to the public. Contractor employees will wear uniforms identifying themselves as Contractor employees and an ID badge while performing services under this Agreement; and shall have the ability to understand and communicate in spoken English.

(v) The Contractor shall not display or affix any signs on or about the Concession without first obtaining the advance written approval of the Village Manager or designee. With regards to the displaying of a menu, the Contractor shall be provided a portion of existing bulletin boards for this purpose. Modifications and accuracy of menu information shall be the responsibility of the contractor. Regarding overall maintenance responsibilities, and for clarification, the Village shall be responsible to maintain the roof, integrity of the block walls, power supply up to the electrical panel (unless greater capacity is required by the Contractor or damages occur as a result of Contractor's actions, then Contractor shall be responsible), integrity of concrete (sub) flooring, restrooms and restroom plumbing, and grounds maintenance beyond leased premises.

(w) The Contractor shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the Village, the Contractor, or the Concession. The Contractor, at the Contractor expense, shall be responsible for obtaining all required food licenses and permits relevant to the operation of the Concession. The Village agrees to effectuate reasonable building modifications as may be required for obtaining required licenses as may be necessary for operations of concessions in their current form and/or conditions. Any subsequent modifications as a result of future concession improvements shall be the responsibility of the Contractor.

(x) The Village may promulgate and enforce reasonable rules and regulations governing the use of the Concession by the Contractor, and the Contractor shall provide adequate supervision of the Concession at all

times the Contractor is in control of the Concessions. Contractor shall adhere to all applicable Village policy, rules and regulations, codes and/or laws.

(y) The Village shall be responsible for the maintenance of certain structural components of the facility, including roofing, walls (other than concession interior drywall), major (in-wall) plumbing and electric, etc. Plumbing such as sinks, faucets, spigots, or electrical outlets, breakers, fuses and/or alteration or modification of plumbing or electric use as a part of the concession activities shall be the responsibility of the Contractor. Provided a result of normal use, the Village shall be responsible for repair of any on site televisions. Any existing warranties shall apply prior to Contractor assuming designated repairs and/or responsibilities.

(z) The Contractor shall be responsible for utilities (electric and gas) via separate meter at Coral Reef Park and a \$150 monthly amount at Palmetto Bay Park. No charges shall be assessed for use of the Villages on-site dumpster, where available. The Palmetto Bay Park utility cost shall be the subject of an annual COLA increase, and if ever separately metered, the utility for that concession area shall be modified to reflect the actual costs associated with the separately metered area. The Contractor shall assume responsibility of monthly alarm monitoring and repair/upkeep costs for each Concession. Where no alarm system exist, the Village shall be responsible for its installation and costs of same, and the Contractor will then assume monthly monitoring costs. Any annual certification of concession equipment (cooking, air-conditioning, etc) or safety equipment (i.e. hood systems, fire extinguishers, etc) shall be borne by the Contractor. Upkeep and maintenance of existing air-conditioning systems servicing concessions shall be the responsibility of the Contractor. Pest Control shall be required at the sole cost of the Contractor.

3. **Additional Services.** Contractor shall provide additional services to the Village as determined by the Village Manager or his designee and that are mutually agreeable by both parties.

4. **Term/Renewal.**

(a) **Term.** This Agreement shall become effective upon execution by both parties and shall continue through April \_\_, 2015, for a period of three (3) years, unless earlier terminated the provisions of this Agreement.

(b) The Village shall have the option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year extensions. (the "Options") The Options may be exercised at the sole discretion of the Village Manager. Such extension shall be effective upon written notice from the Village Manager to the Contractor no later than 30 days prior to the date of termination of the Term or any renewal term.

5. **Termination.**

(a) The Village Manager may terminate this Agreement at any time, with or without cause or reasons deemed to be in the best interest of the Village, at any one or all concession locations by giving the Contractor 30 calendar days' prior written notice. If the Village Manager discovers a problem with the Contractor's services, the Village Manager shall immediately provide notice to the Contractor and list all deficiencies in the notice. The Contractor shall be provided seven (7) calendar days to correct the deficiencies or problems listed in the notice. If the Contractor does not correct the problem to the satisfaction of the Village Manager within the seven (7) calendar days, the Village Manager may elect to immediately terminate the Agreement. The Village Manager shall make the final decision on behalf of the Village as to the Contractor's compliance with the terms of the contract, quality of services, and termination. The Village and/or Village Manager shall have no liability to the Contractor for future profits or losses in the event of termination. The rights and remedies of the Village Manager provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(b) Should the Agreement be terminated for 'no fault,' or for the convenience of the Village the Village

shall solely be responsible to pay the Contractor for a prorated monetary amount of investments for items and/or equipment deemed to be 'fixed' without the opportunity for the Contractor to remove or offer for sale to others. For said items meeting this criteria, the following formula shall apply given the short term initial leasehold of three years: and paying the Contractor for all time and expenses incurred up until that point where deemed the Contractor has not had the opportunity to recapture a prorated portion of the investment.

- i. If terminated during the first year, the Village shall pay the Contractor the total purchase value of all 'fixed' items less 33%; e.g., the total purchase value of 'fixed' items determined at \$12,000 – less 33%, or \$4,000; total payment due the Contractor from the Village = \$8,000.
  - ii. If terminated during the second through third year of the contract, the Village shall pay the Contractor the total purchase value of 'fixed' items less an amount equal to 3% per month; e.g., should termination occur after 20 months, and the total purchase value of 'fixed' items is determined to be \$12,000; then 60%, or \$7,200 shall be deducted; with the total payment due the Contractor from the Village to be \$4,800.
  - iii. The same percentage deductions, i.e., 33% for the first year and 3% per month for months 13-35, shall apply for terminations deemed to be the best interest of the Village. Such terminations shall include the applicable percentage payment to Contractor from the Village for purchase value of fixed items and other investment outlays by Contractor such as inventory, uniforms, training, maintenance contracts, etc as may be approved by the Village Managers.
  - iv. The maximum payment to Contractor from the Village in the event of a termination shall be \$12,000 for Palmetto Bay Park, \$12,000 for the Park View Café at Coral Reef Park, and \$2,500 for Ludovici Park.
- (c) Upon termination or expiration of this Agreement, Contractor may remove any of its property from the Concession except that which has become fixtures. The Village's property shall be left in a clean and as near to original condition as possible.
- (d) Upon termination or expiration of this Agreement, Contractor agrees to repaint the Concession in the same color and ensure that the condition of the premises has not materially deteriorated, above ordinary wear and tear.
6. **Designated Representative.** The Contractor shall appoint, in writing, at the time of the execution of this Agreement, a representative that shall be the sole and exclusive contact with the Village Manager, or his designee. The Village shall be responsible for securing the Concession.

7. **Insurance.**

- (a) The Contractor shall furnish to the Village certificates of insurance evidencing the insurance coverages specified by this Section at the request of the Village Manager and required under the RFQ. The required certificates of insurance shall name the type of policy provided and shall list the Village as an additional insured, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.
- (b) The Contractor shall name the Village, and its respective officers, agents, servants and employees, as an additional insured on the Comprehensive General Liability Policy. This insurance policy shall state, after the above-referenced additional named insured that "this coverage is primary to all of the coverage the additional insured may have." Proof of insurance shall be provided at the time of the signing of this Agreement and incorporated herein as exists there forth in full.

(c) Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Village's Risk Manager prior to the commencement of this Agreement. The required insurance coverage is not to cease and is to remain in full force throughout the Term of this Agreement. All policies must be endorsed to provide Village with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the termination of this Agreement, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(d) Any insurance required of Contractor pursuant to this Agreement must also be required by any sub-contractor of Contractor in the same limits and with all requirements as provided herein, including naming the Village as an additional insured, if any work is subcontracted unless such subcontractor is covered by the protection afforded by the Contractor and provided proof of such coverage is provided to Village. The Contractor/Proposer and any sub-contractor of Contractor shall maintain such policies during the term of this Agreement.

(d) Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect.

(f) Contractor shall name the Village as an additional insured on each of the policies required herein, with the exception of the Contractor's Worker's Compensation policy.

(g) Throughout the term of this Agreement, the Contractor agrees to maintain in force at Contractor's own expense, insurance coverage as delineated below:

Comprehensive General Liability insurance to cover liability for bodily injury and property damage. Exposures to be covered are premises, operations, products \completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability

- A. Bodily Injury/Property Damage
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate \$1,000,000
- B. Personal Injury
  - 1. Annual Aggregate \$1,000,000

Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability
  - \$100,000 each accident
  - \$500,000 Disease-policy limit
  - \$100,000 Disease-employee

If Contractor claims to be exempt from this requirement, Contractor shall provide Village proof of such exemption along with a written request for Village to exempt Contractor, written on Contractor letterhead.

Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- A. Bodily Injury and Property Damage combined single limit

1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000

8. **Damage/Restoration/Conditions.**

(a) In the event of any damage to the Concession by the Contractor or its agents, employees, volunteers or participants, (other than after hour vandalism to building exterior, patio, patio tables, railings and canopy) the Contractor shall be responsible for replacing the Concession or restoring the Concession to its condition prior to the use of the Concession by Contractor, as determined by the Village Manager.

(b) Village does not expressly or impliedly warrant the condition of any food service equipment. The Contractor waives the right to a claim for any damages Contractor, its agents, employees, volunteers, guests or invitees from any use of the Concession.

(c) Village shall not be liable for any loss, damage or injury of any kind or character, including vandalism and theft, to any person or property within the leased premises (i) caused by any defect in the Concession; (ii) caused by or arising from any act or omission of Contractor, or of any of its agents, employees, volunteers, guests or invitees; (iii) arising from any accident which may occur while Contractor is in control of the Concession; or (iv) arising from any other cause.

(d) The Contractor shall deliver the Concession to the Village in the same condition as it is received. No food shall be left in the Concession. All equipment shall be cleaned by the Contractor.

9. **Liability.** The Contractor hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the use of the Concession. Nothing in this Agreement will be construed to affect in any way the Village's rights, privileges, and immunities, including the monetary limitations of liability set forth in Section 768.28 of the Florida Statutes. The provisions of this Section will survive the termination or expiration of this Agreement.

10. **Indemnification.** The Contractor does hereby agree to defend, indemnify and hold the Village, its Council, Village Manager, agents, employees, attorneys, successors and assigns harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the Contractor/Proposer, its agents, employees, volunteers, guests and invitees in connection with this Agreement. The provisions of this Section shall expressly survive any expiration or termination of this Agreement.

11. **Assignment.** The Contractor shall not assign, transfer, or otherwise dispose of this Agreement, or any portion thereof, or permit the Concession to be occupied by other organizations, entities or persons, or be subcontracted under this Agreement unless Contractor/Proposer obtains prior written consent from the Village. Approved Subcontractor shall be subject to each provision of this contract and Contractor shall be responsible and indemnify the Village for all Subcontractor's acts, errors or omissions. The Contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Contractor to the Village.

12. **Non-Discrimination.** In the operations of the Concession, Contractor, its employees, agents, volunteers, and any parties under the direction or control of Contractor may not discriminate against any person on the basis of sex, age, race, color, religion, ancestry, national origin, physical handicap or sexual orientation by refusing to furnish to such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. In the performance of this Agreement, Contractor, its employees, agents, volunteers, and any parties under the control or direction of Contractor

may not discriminate against any employee or applicant for employment on the basis of sex, age, race, color, religion, ancestry, national origin, physical handicap, or sexual orientation.

13. **Records/Village's Right to Inspect.**

(a) Village has the right at all reasonable times to conduct whatever inspections of the Concession facilities the Village deems reasonably necessary to determine if Contractor is complying with the terms and conditions of this Agreement. Except for emergency situations, Village inspections will not hinder or interfere with the normal operation of the Concession.

(b) All records, books, documents, papers and financial information (the "Records") that result from Contractor operating and managing the Concession for the Village under this Agreement shall be the property of the Village. Upon conclusion of this contract and any extensions, all documents shall be delivered by the Contractor to the Village. The Contractor shall have the right to retain copies of the documents at the Contractor's expense.

14. **Third Parties.** Neither the Contractor nor Village intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Agreement.

15. **Notices.** All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing (each such, a "Notice") and addressed as follows (or to any other address which either party may designate by Notice):

To Contractor/Proposers:

Mr. Junior Silva, President  
Silva Management of Miami, Inc  
7370 SW 48 Street  
Miami, Florida 33155  
786-413-6195  
juniorcatering@aol.com

To Village:

Ron E. Williams, Village Manager  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

With a copy to:

Village Attorneys  
Attention: Eve A. Boutsis, Esquire  
18001 Old Cutler Road, Suite 533  
Phone: (305) 235-9344  
Facsimile: (305) 235-9372

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

16. **Supervision.** All Contractor activities relating to the Concession must be supervised/staffed by no less than one (1) adult at all times, excluding Ludovici Park, whereby one non-adult may solely operate the concession.

17. **Entire Agreement/Modification/Amendment.**

a. This Agreement sets forth the entire Agreement between Village and Contractor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

b. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

18. **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the Agreement between the parties.

19. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State. The parties agree that venue for and legal action instituted in connection with this Agreement shall be in Miami-Dade County Florida.

20. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. **Independent Contractor/Proposer.** Nothing herein contained shall be deemed in any way to constitute Village or Contractor a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other. For all intents and purposes hereunder, Contractor/Proposer shall be considered an independent Contractor and not an employee or agent of the Village. The Contractor is an independent contractor under this Agreement and any project agreements and nothing in this Agreement shall create any association, partnership, or joint venture between the parties, or any employer-employee relationship. Personal services provided by the consultant shall be by employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this Agreement or any project agreements shall be those of the Contractor.

22. **Attorney's Fees.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including reasonable attorney's fees, the fees and expenses of any paralegals, law clerks and legal assistants and costs for services rendered in connection with any enforcement of this Agreement, including appellate proceedings and post judgment proceedings. Neither party shall be responsible for pre-judgment interest.

23. **Miscellaneous.**

(a) It is further expressly understood and agreed that no real or personal property is leased to Contractor and that Contractor shall comply with each and all of the undertakings, provision, agreements, covenants, stipulations and conditions contained herein.

(b) This Agreement may be signed in two or more counterparts, each of which constitutes the Agreement of the parties and each of which will be treated as an original.

(c) All terms, conditions, covenants and obligations of Village and Contractor hereunder shall survive the termination or expiration of this Agreement as necessary and appropriate for such parties to fulfill their obligations that accrued during the Term of this Agreement.

(d) Contractor and its agents, employees or volunteers shall not be permitted to consume, sell or otherwise possess any alcoholic beverages, tobacco products or other such products as determined by the Village, when using the Concession.

(e) In the event a court must interpret any word or provision of this contract, the word or provision shall not be construed against either party by reason of drafting or negotiating this contract.

24. **Force Majeure:** The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

25. **Waiver Of Jury Trial:** The Village and the Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

26. **Eligibility.** All agents, employees and subcontractor of the Contractor retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility and comply with the Shannon Melendi Act, as adopted by the Village.

27. **Contingency Fee and Code of Ethics.** Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor/Proposer has not, and will not; pay a fee the amount of which is contingent upon the Village awarding this contract to Contractor. Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances. A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor/Proposer.

28. **Warranty of Authority.** The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this Agreement.

29. **Taxes.** During the period of this Agreement, Contractor shall pay any and all taxes of whatever nature lawfully levied upon or assessed that arise out of the operations of the Contractor in connection with this Agreement.

30. **RFP.** Contractor/Proposer agrees to comply with any provisions of the RFP which are not in conflict with this Agreement, and to comply with and honor any written representations, clarifications and exceptions made by Contractor during the RFP process.

31. **Compliance with Law.** Contractor shall comply with all applicable laws in the performance of its services hereunder, and represents that it possesses all required licenses and certifications to perform the services.

32. **Shannon Melendi Act.** The Contractor shall comply with the "Shannon Melendi Act of Miami-Dade County", which is incorporated by reference for the purpose of conducting background investigations for all principals, members, employees, and/or volunteers or participants ("Volunteers") associated with the operational activities for the Contractor. Required background investigations shall be completed in accordance with the Program Policy.

33. **Sovereign Immunity and Attorney's Fees.** The Village Manager does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

34. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

35. **Non-Waiver.** Any waiver or any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Village from declaring a forfeiture for any succeeding breach, either of the same condition or covenants or otherwise.

36. **Public Entities Crime Statement.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for category two for a period of 36 months from the date of being placed on the convicted vendor list. Contractor affirms compliance with this requirement for the duration of the underlying Agreement. If at any time during the contract period, Contractor is convicted of a public entity crime, the Contractor's contract shall immediately terminate.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2012.

**Village:**

ATTEST:

Village Palmetto Bay, a Florida municipal corporation

By: \_\_\_\_\_  
Meighan J. Alexander, Village Clerk

By: \_\_\_\_\_  
Ron E. Williams, Village Manager

Approved as to form and legality for the use and benefit of the Village of Palmetto Bay only

**Contractor/Proposer:**

\_\_\_\_\_  
Village Attorney

By: \_\_\_\_\_  
Junior Silva, President  
Silva Management of Miami, Inc

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

[END OF DOCUMENT]

**Attachment 'A'**

**DESCRIPTION OF LEASED PREMISES FOR CONCESSION FACILITIES**

- A-1: Coral Reef Park 'Park View Café'**
- A-2: Palmetto Bay Park**
- A-3: Ludovici Park**

**Attachment 'B'**

**CONCESSION EQUIPMENT LIST(S)**

**B-1: Coral Reef Park 'Park View Café'**

**B-2: Palmetto Bay Park**

**B-3: Ludovici Park**

**Attachment 'C'**

**VILLAGE ORDINANCE 08-10  
SHANNON MELENDI ACT**

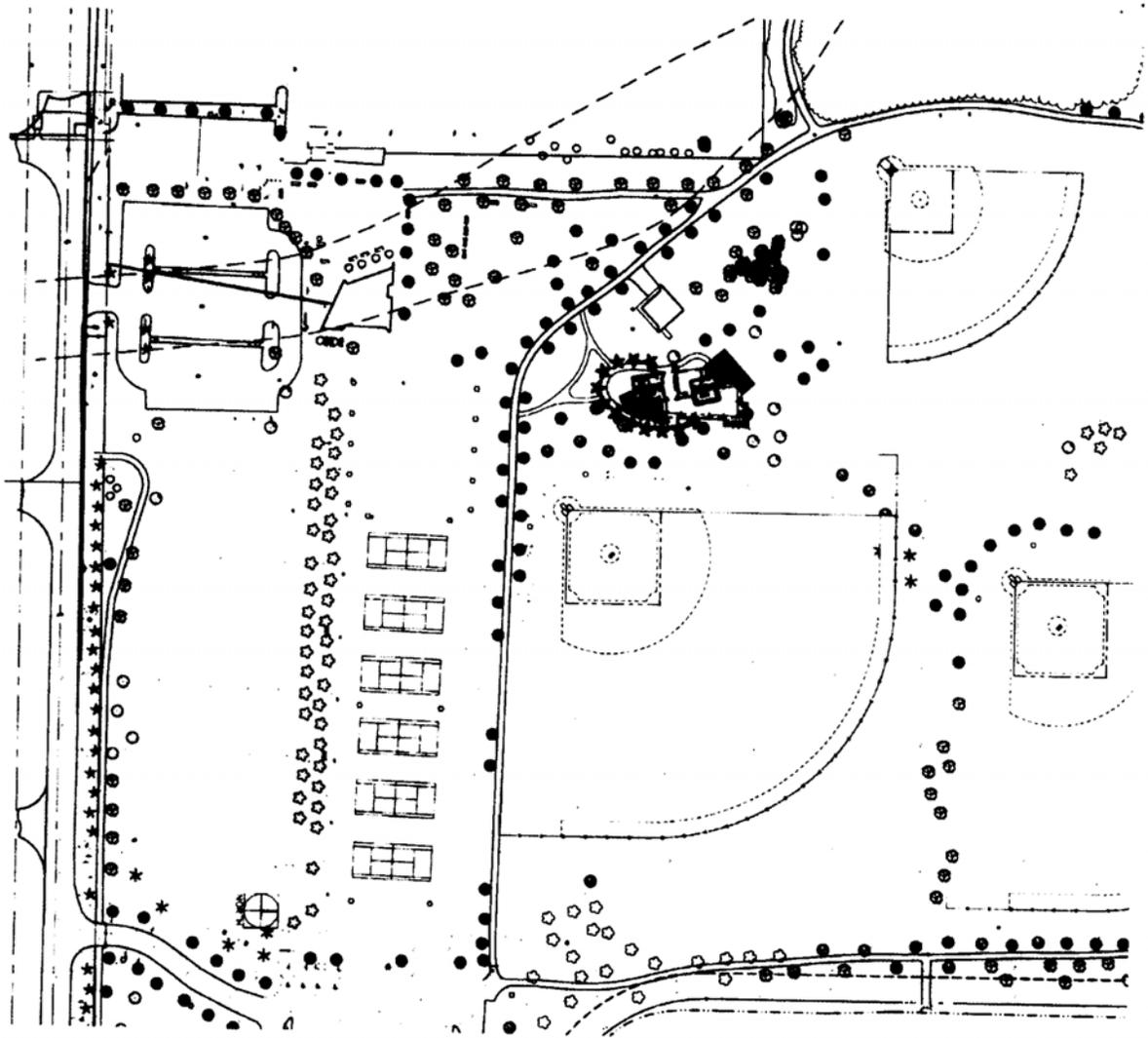
**Attachment 'D'**  
**PALMETTO BAY PARK COCA COLA BEVERAGE AGREEMENT**

**Attachment 'A'**

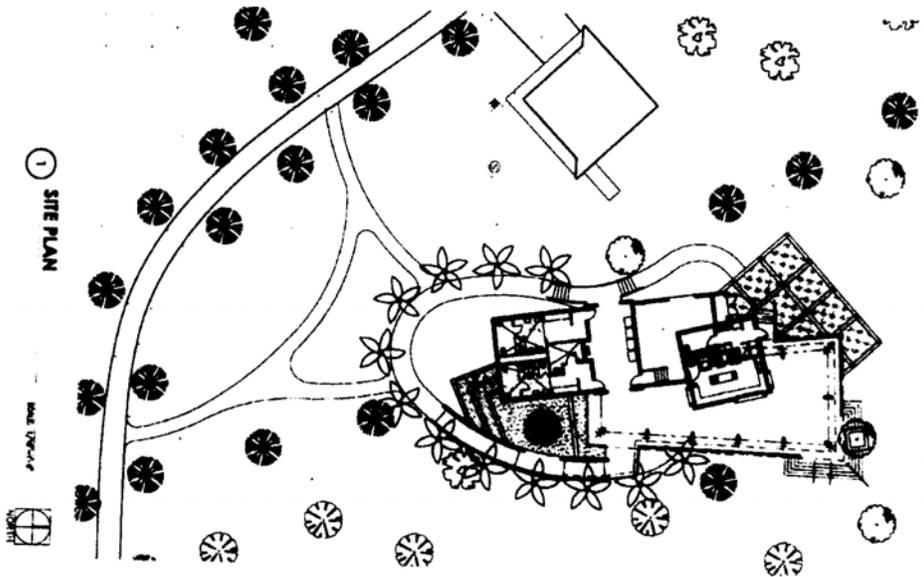
**DESCRIPTION OF LEASED PREMISES FOR CONCESSION FACILITIES**

- A-1: Coral Reef Park 'Park View Café'**
- A-2: Palmetto Bay Park**
- A-3: Ludovici Park**

2 OVERALL SITE PLAN



1 SITE PLAN



DESIGN DEVELOPMENT REVIEW

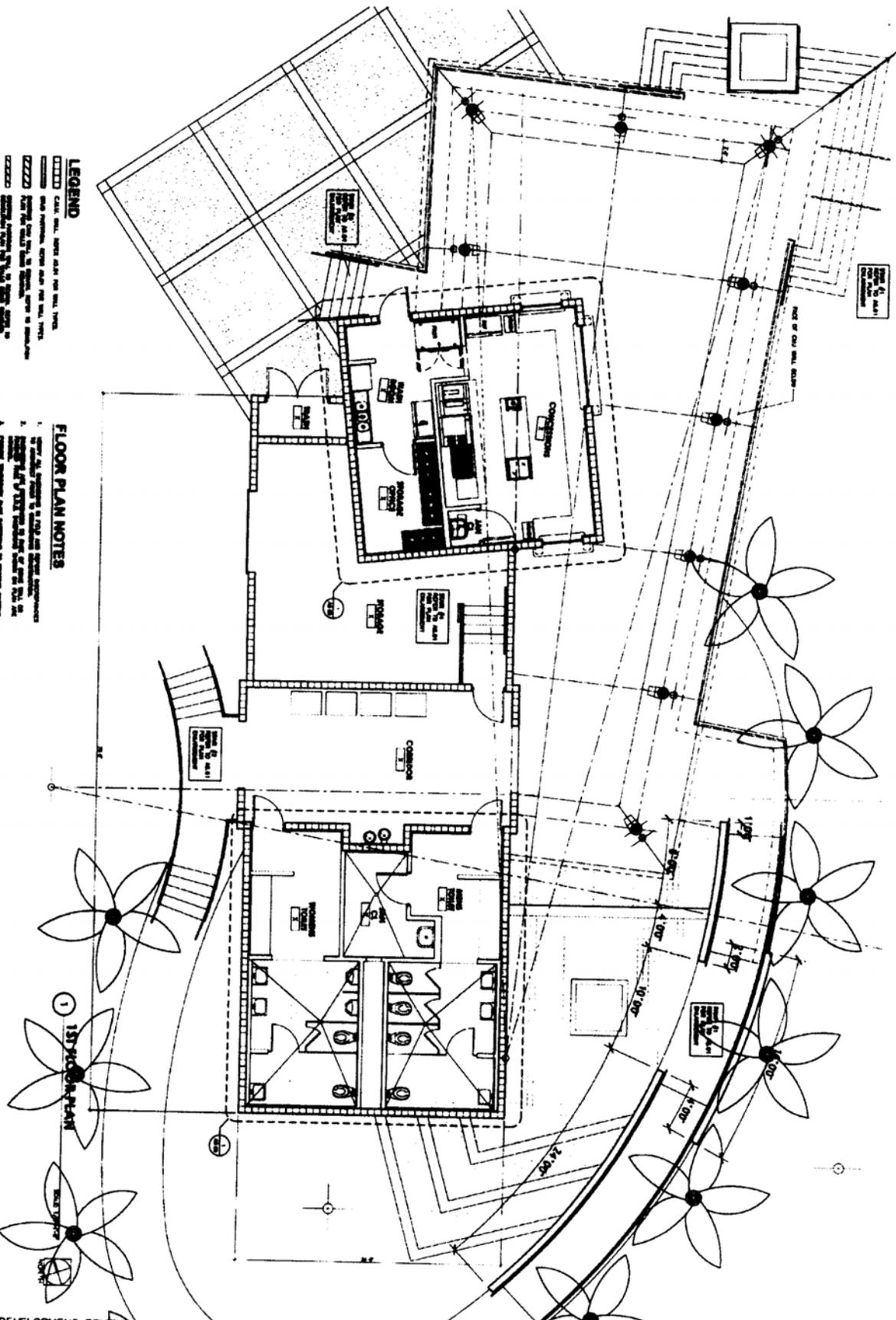
<p>SCALE</p> <p><b>A1.00</b></p>	<p>DATE</p> <p>NOV 1987</p>	<p>PROJECT NAME</p> <p>CORAL REEF PARK</p> <p>7896 S.W. 182 STREET</p> <p>PALMETTO BAY, FL 33157</p>	<p>DATE</p> <p>NOV 1987</p>	<p>PROJECT NO.</p> <p>88-000000000</p>	<p>SCALE</p> <p>AS SHOWN</p>
	<p>DATE</p> <p>NOV 1987</p>	<p>PROJECT NAME</p> <p>VILLAGE OF PALMETTO BAY</p>	<p>DATE</p> <p>NOV 1987</p>	<p>PROJECT NO.</p> <p>88-000000000</p>	<p>SCALE</p> <p>AS SHOWN</p>

**LEGEND**

- ▭ CASE, WALL, SLOPE AGAIN THE WALL, TYPED
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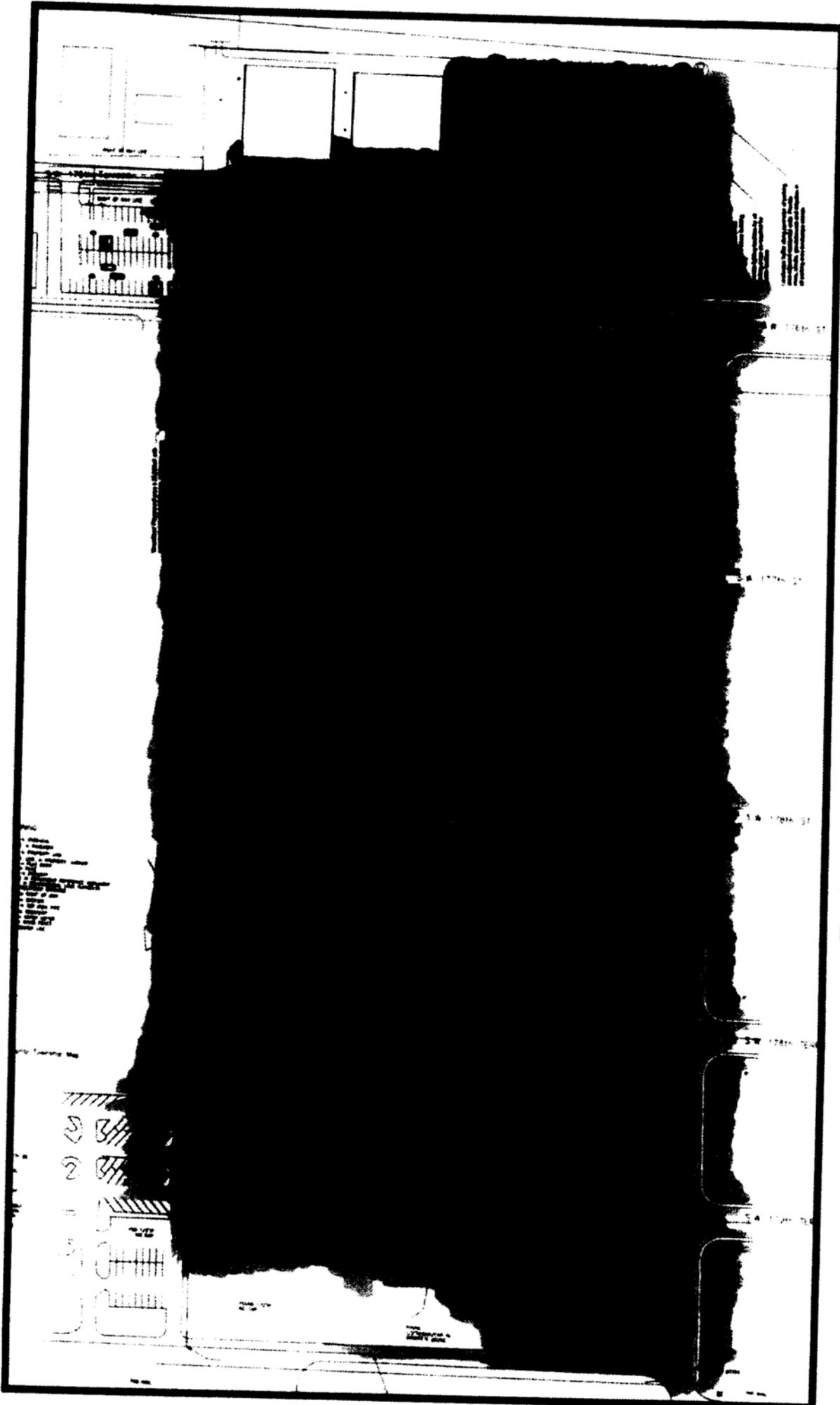
**FLOOR PLAN NOTES**

1. SEE ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED
2. SEE ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED
3. SEE ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED
4. SEE ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED



DESIGN DEVELOPMENT REVIEW

<b>A2.01</b>	<b>FLOOR PLAN</b>	<b>CORAL REEF PARK</b> 7895 S.W. 182 STREET PALMETTO BAY, FL 33167	DATE: 11/11/08		THIS DRAWING IS THE PROPERTY OF THE DESIGNER AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.
	PROJECT NO.: 08-001	SHEET NO.: 01	SCALE: AS SHOWN		



# Palmetto Bay Park

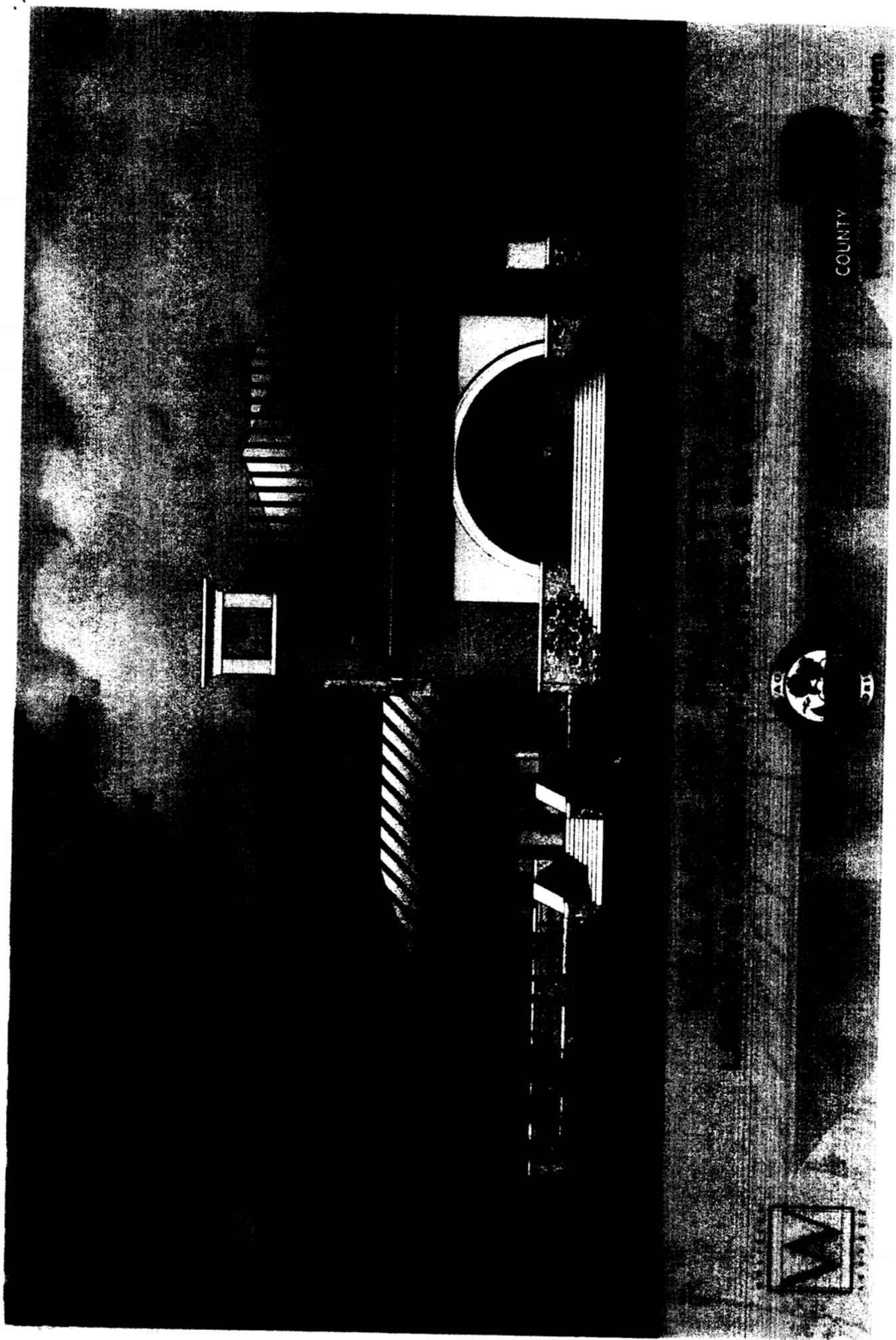
## Site Master Plan

April 12th, 2006

N.T.S.





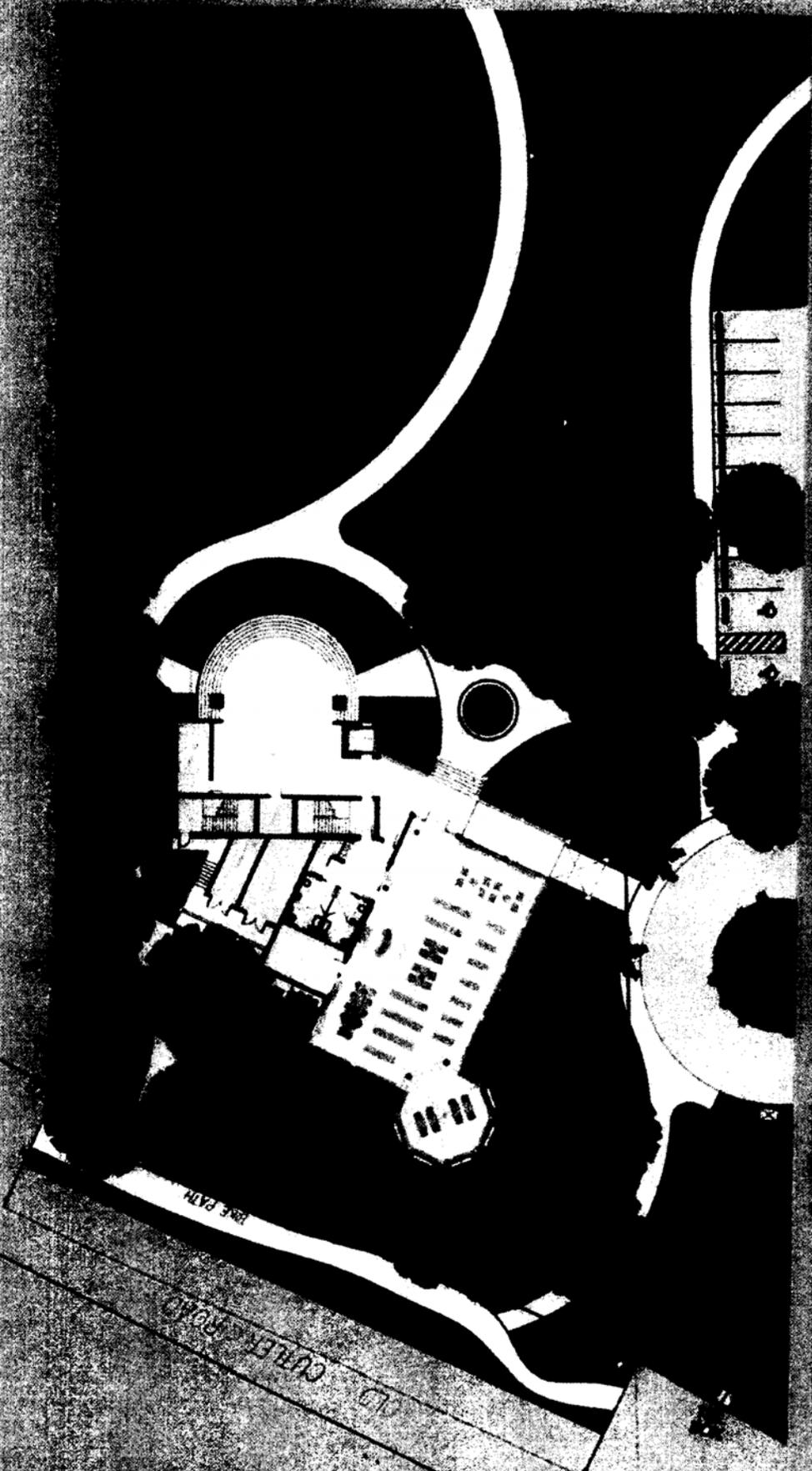


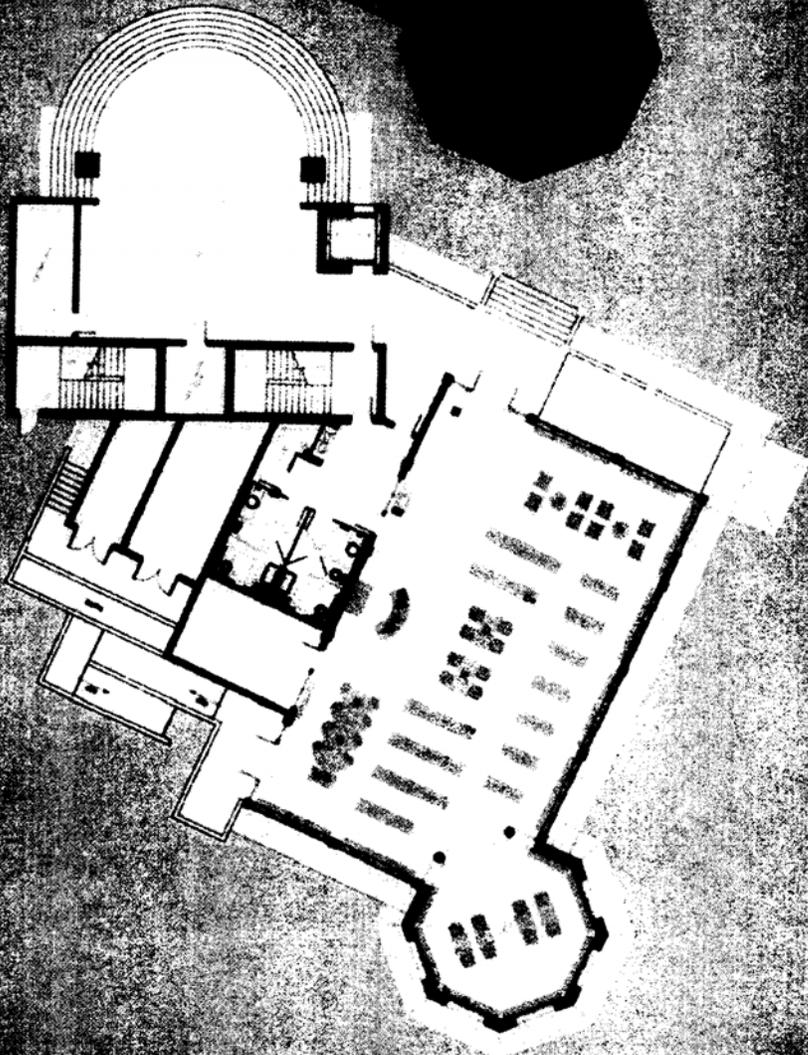
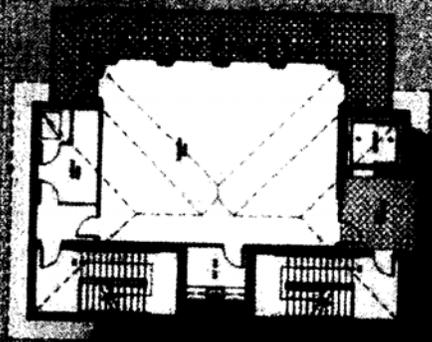
COUNTY

System



COUNTY





COUNTY



VILLAGE OF BRIDGEVIEW

**Attachment 'B'**

**CONCESSION EQUIPMENT LIST(S)**

**B-1: Coral Reef Park 'Park View Café'**

**B-2: Palmetto Bay Park**

**B-3: Ludovici Park**

The Village of Palmetto Bay  
Department of Parks and Recreation

**Restaurant Equipment for Coral Reef Park Concession Building**  
7895 SW 152 Street  
Palmetto Bay, Florida 33157

The Village of Palmetto Bay will be procuring and installing the following equipment within the Coral Reef Park Concession Building for use by the selected bidder. In order to safeguard this investment, the Village of Palmetto Bay will require contractually, that the successful bidder must agree to obtain and pay for the cost of an annual maintenance contract covering on-going repair and upkeep of all equipment. Said maintenance contract must be comprehensive and approved by the Village during contract negotiations.

1. Gas Range –Imperial Model No IR-4 or equivalent. --24” with four (4) 28,000 BTU open burners, one 20” W x 26” D space saver oven (holds full size sheet pan), stainless front, landing ledge, sides, back guard and high shelf, chrome plated 6” legs with adjustable feet. 139,000 BTU
2. Gas Broiler, Char-type Counter Imperial Model No. IRB-24 or equivalent. Elite Char broiler, countertop, gas, 24” wide, cast-iron radiant, heavy duty reversible cast-iron top grates, full width grease gutter with large cap, drip pan, stainless steel front and sides, 4” adjustable legs, 60,000 BTU
3. Gas Griddle, Counter Unit; Imperial Model N. IMGA-2428 or equivalent; Elite Griddle, countertop, gas, ¾ “ thick, smooth polished steel griddle plate, 24” wide x 24 “ deep grill area, manual controls, 3” wide front grease trough, removable, grease pan, s/s front, ledge and sides, 4” adjustable legs, 60,000 BTU
4. Stand – Countertop; Depot Bakery & Restaurant Equip Model No. IABT-48 or equivalent; equipment stand for IAB-48 Broiler, open base, 48” side, 24” high, stainless steel construction
5. Drain Cabinet; Imperial Model No. IF-DS or equivalent; Fryer Crain Cabinet, open cabinet base, fryer-match design with tip drainer section, 15-1/2” overall width, stainless steel front and sides
6. Gas Fryer; Imperial Model No. IFS-40 or equivalent; Elite Fryer, gas, 40 lb fat capacity, snap action thermostat with millivolt temperature control circuit, stainless steel fry pot, stainless steel front and sides, 105,000 BTU
7. Refrigerator-Under counter, Reach-In; True Food Service Equipment, Inc Model No. TUC-48 or equivalent; Under counter Refrigerator, 33-38 degree F, 12 cu. ft., four (4) shelves, s/s top and sides, white aluminum interior with 300 series s/s floor, two (2) s/s doors, 5” castors, front breathing, 1/5 HP, 115v/60/1-ph. 5.0 amps, NEMA 5-15P, ENERGY STAR®, MADE IN AMERICA; self-contained refrigeration standard; alternative hinging at Village option; five (5) inch castors-standard
8. Freezer-Under counter, Reach-In; True Food Service Equipment, Inc Model No. TUC-27F or equivalent; under counter freezer, -10F, 6.5 Cu. Ft., two (2) shelves, s/s door, 5’ castors, front breathing, 1/3 HP, 115v/60/1-ph, 8.3 amps, NEMA 5-15P, MADE IN AMERICA; self-contained refrigeration standard; Warranty- 5 year compressor (self-contained only), applicable in U.S.; Warranty – 1-year parts and labor, applicable in U.S.; alternative hinging at Village’s option; 5” castors standard
9. Freezer, Reach-In; Kelvinator/Electrolux, Model No. KFS220RHY; reach-in refrigerator, one-section, 21.8 cu.ft., gray cabinet, right hinged stainless steel door with lock and s/s handle, interior lighting, (3) heavy-duty steel shelves, heavy-duty locking castors, built-in

- temperature gauge, dynamic condenser, heavy-duty cooling system, 120v/60/1-ph. 55.0 amps, NEMA 5-15P, NSF, Energy Star rated; voltage options
10. Refrigerator, Reach-In, Kelvinator/Electrolux Model KRZ220RHY; reach-in refrigerator, one-section, 21.8 cu.ft., gray cabinet, right hinged stainless steel door with lock and s/s handle, interior lighting, (3) heavy-duty steel shelves, heavy-duty locking casters, built-in temperature gauge, dynamic condenser, heavy-duty cooling system, 120v/60/1-ph, 5.0 amps, NEMA 5-15P, NSF, Energy Star rated; voltage options
  11. Complete kitchen ventilation and fire suppression equipment: 10' x 48" grease hood (Hood Depot Model HD#111); exhaust fan; supply fan; pre-wired electrical control panel; factory installed fire suppression system; exhaust and supply ductwork; completely installed; certified test and balance.



## Parks & Recreation Department

### Palmetto Bay Park Concession Equipment Inventory

<b>Item</b>	<b>Manufacturer</b>	<b>Serial #</b>	<b>Model #</b>
1. Pizza Warmer	APW Wyott	6C73250429	HDC-4
2. Hot Dog Grill	Star Grill-max	C5007398	50
3. Ice machine	Mimco		
4. Slushy Machine	Slush-Puppie	2193809	
5. Coffee Brewer	Regal	0619711	
6. Coke Refrigerator	True	1-2255185	GEM45
7. Coke Fountain	Langer	ZLN082184C	141300
8. Cash Register	Uniwell	C70738033	EX570F
9. Refrigerator	GE	GTRIVABR- ERWW	HG797686
10. Microwave	Panasonic	6C73250429	NN-MX26WF
11. Microwave	Kenmore	30700393	7218935590-1993
12. Menu Boards (2)			
13. Shelving Units (3)			
14. Friedrich AC wall unit			
15. Ceiling Fan			
16. ADT Security System			
17. Fire Extinguisher			

**Attachment 'C'**

**VILLAGE ORDINANCE 08-10  
SHANNON MELENDI ACT**

**ORDINANCE NO: 08-10**

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; ADOPTING COUNTY AMENDED PARKS CODE, BY ADOPTING THE CREATION OF ARTICLE III TO REQUIRE CRIMINAL BACKGROUND CHECKS FOR ALL PERSONS WORKING OR VOLUNTEERING ON VILLAGE PARK PROPERTY; PROHIBITING SEXUAL OFFENDERS, SEXUAL PREDATORS, CERTAIN VIOLENT FELONS, AND CERTAIN CONTROLLED SUBSTANCE TRAFFICKERS AND NON-LEGAL IMMIGRANTS FROM WORKING OR VOLUNTEERING ON PARK PROPERTY OWNED OR OPERATED BY THE VILLAGE OF PALMETTO BAY; PROVIDING AUTHORITY FOR ENFORCEMENT BY CIVIL PENALTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

**WHEREAS**, the Mayor and Village Council are concerned about the security and safety of children visiting Village parks; and

**WHEREAS**, Palmetto Bay is known as the Village of Parks, there is a strong likelihood that children visiting County-owned or operated parks will come into direct contact with persons working or volunteering on County-owned or operated parks; and

**WHEREAS**, the County currently requires criminal background checks only of staff Members and volunteers of fairs, carnivals, and Programming Partners operating on County-owned or operated park property; and

**WHEREAS**, requiring criminal background checks of most persons working or volunteering on County-owned or operated park property would reduce the incidence of direct contact between children and sexual predators or violent felons,

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA:**

**Section 1.** Section 26-33 of the Miami-Dade County Code (the "Code"), as adopted by the Village of Palmetto Bay, is hereby deleted in its entirety:

~~[[Sec. 26-33. The Shannon Melendi Act~~

~~A. All Programming Partner staff and volunteers who will have direct contact with program participants, at their expense, must show proof of official statewide background checks (either through the Department of Law Enforcement or the Miami Dade Police) for substance abuse, family violence and crimes of moral turpitude. The Department will seek a cooperative agreement with the Miami Dade Police Department to provide such services as a discount for Partners. All Programming Partner staff must show proof of legal immigrant status in the United States. The Programming Partner shall keep records of all background checks and proof of legal immigrant status.~~

~~B. All Programming Partner staff and permanent volunteer coaches shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~

~~C. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami Dade County park, shall, at their expense, show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami Dade Police) for substance abuse, family violence and crimes of moral turpitude. All fair and carnival employees or agents working in a Miami Dade County park must show either proof of U.S. citizenship or legal immigrant status in the United States. The employer of any fair or carnival employee serving in a Miami Dade County park shall keep records of all background checks and proof of legal immigrant status.~~

~~D. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami Dade County park shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.]]~~

Section 2. Article III of Chapter 26 of the County Code is hereby created, and adopted by the Village of Palmetto Bay as follows:

**Chapter 26 PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS**

\* \* \*

**ARTICLE III. THE SHANNON MELENDI ACT**

**Sec. 26-37. Definitions.**

As used in this article the following terms shall have the following meanings:

A. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of the Village of Palmetto Bay at large or to improve or enhance the wellbeing of certain individuals within this community who have special needs.

B. *Child Event Worker* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by Village of Palmetto Bay. The following persons shall be exempted from this definition:

- (1) Law enforcement personnel;
- (2) Emergency or fire rescue personnel;
- (3) Persons conducting deliveries; and
- (4) Military recruitment personnel.

C. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

D. *Park vendor* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from, the Village of Palmetto Bay to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by the Village. The following persons and events shall be exempted from this definition:

- (1) Law enforcement personnel;
- (2) Emergency or fire rescue personnel;
- (3) Persons conducting deliveries;
- (4) International or national sporting events;

- (5) One-day events; and
- (6) Carnivals, festivals, trade shows, and fairs that do not host amusement rides.

- E. Professional Background Screener shall refer to any person, company, organization or agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.
- F. Programming Partner shall refer to any Not-For-Profit Program Service Provider that is selected by the Department under Article II of this chapter and the accompanying Administrative Order to provide programs in Village Park and Recreation Facilities.
- G. Sexual Offender shall include any individual who meets the criteria of a "sexual predator" as defined in Section 775.21(4) of the Florida Statutes, or a "sexual offender" as defined in Section 943.0435 of the Florida Statutes, or who is listed on the National Sex Offender Public Website owned or operated by the United States Department of Justice.
- H. Violent felony shall refer to the following felonies: arson; sexual battery; robbery; kidnapping; aggravated child abuse; aggravated abuse of an elderly person or disabled adult; aggravated assault with a deadly weapon; murder; manslaughter; aggravated manslaughter of an elderly person or disabled adult; aggravated manslaughter of a child; unlawful throwing, placing, or discharging of a destructive device or bomb; armed burglary; aggravated battery; or aggravated stalking.
- I. Volunteer shall refer to any individual performing volunteer duties for a CBO, for a Programming Partner, for the Village's Park and Recreation Department, as a child event worker, or as a park vendor for more than three (3) days in any six (6) month period. Students volunteering in order to fulfill high school graduation requirements shall be exempted from this definition.

**Sec. 26-38. Background checks Required for Child Event Workers, Park Vendors, and Programming Partner or Community-Based Organization (CBO) Employees and Volunteers.**

- A. Upon adoption of this ordinance, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by the Village. In addition, prior to employing, or allowing to volunteer, a person whose duties would require physical presence on park property owned or operated by the Village, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers.

The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from no less than two (2) independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by the Village. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by the Village every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

- (1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
- (2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
- (3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
- (3) is a sexual offender or a sexual predator; or
- (4) has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States.

shall be prohibited from working or volunteering on park property owned or operated by the Village. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by the Village in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 2638(C) and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer.

Employers of child event workers, employers of park vendors, and Programming

Partners and CBOs shall, upon request, provide copies of these documents to the Village or to any law enforcement personnel with jurisdiction.

E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned or operated by the Village in violation of Sec. 26-38.

(2) It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by the Village in violation of Sec. 26-38.

(3) Any person who shall violate a provision of Sec. 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(4) Any person who violates or fails to comply with Sec. 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Sec. 26-39. The Village Park and Recreation Department Employees and Volunteers.

A. Upon adoption of this ordinance, the Village Park and Recreation Department shall secure a nationwide criminal background check of all existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. In addition, the Village's Parks and Recreation Department shall secure a nationwide criminal background fingerprint check prior to employing, or allowing to volunteer, a person whose primary duties would require physical presence on park property owned or operated by the Village. This nationwide criminal background fingerprint check shall be conducted through the Florida Department of Law Enforcement.

B. Every three (3) years thereafter; the Village Park and Recreation Department shall secure nationwide criminal background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. These nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each employee or volunteer is located on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from two independent databases/sources, on the nationwide criminal history of such employee or volunteer.

C. Any employee or volunteer of the Village Park and Recreation Department who:

- (1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
- (2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
- (3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
- (4) is a sexual offender or a sexual predator; or
- (5) has failed to provide the Village Park and Recreation Department with proof of United States citizenship or legal immigration status in the United States.

shall be prohibited from working or volunteering on park property owned or operated by The Village County. All employees and volunteers of the Village Park and Recreation Department shall submit to the Village Park and Recreation Department an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by The Village County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. The Village Park and Recreation Department shall maintain copies of the results of the criminal background checks required by this section for a period of three (3) years from the date they were secured. The Village Park and Recreation Department shall maintain the affidavits required by Section 26-39(C) and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.

E. Every employee and volunteer of the Village Park and Recreation Department shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

- (1) It shall be unlawful for any volunteer of the Village Park and

Recreation Department to volunteer on park property owned or operated by the Village County in violation of Sec. 26-39.

(2) Any volunteer who shall violate a provision of Sec. 26-39, or who shall knowingly or willingly provide false or erroneous information to the Village Park and Recreation Department, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(3) Any volunteer who violates or fails to comply with Sec. 26-39' may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Section 3. Section 8CC-10 of the Miami-Dade Code, as adopted by the Village of Palmetto Bay, Florida, is hereby amended to read as follows:

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

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, and as elsewhere provided by the Village's code of ordinances, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

<u>Code Section</u>	<u>Description of Violation</u>	<u>Civil Penalty</u>
26-38(A)	<u>Failure to secure nationwide criminal background check of a prospective child event worker, park vendor, or employee or volunteer of a Programming Partner or CBO whose duties would require physical presence on The Village -owned or operated park property</u>	500.00
26-38(B)	<u>Failure to secure nationwide criminal background check of an existing park vendor, child event worker, staff member or volunteer of a Programming Partner or CBO whose duties require physical presence on The Village - owned or operated park property</u>	500.00

26-38(C)	<u>Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years</u>	500.00
	<u>Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a felony involving the trafficking of a controlled substance within the past five (5) years</u>	500.00
	<u>Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who is a sexual offender or a sexual predator</u>	500.00
	<u>Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance.</u>	500.00
26-38(D)	<u>Failure to collect or maintain copies of criminal background checks, affidavits, or United States citizenship or legal immigration status proof of a child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO</u>	500.00
26-38(E)	<u>Failure of child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property</u>	100.00
26-39(E)	<u>Failure of Park and Recreation Department volunteer to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property</u>	100.00

**Section 4. Renumbering or Relettering.** It is the intention of this Village Council, and is hereby ordained that the provisions of this ordinance shall become and made part of the Code of the Village of Palmetto Bay, Florida. The section of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," "chapter," or other appropriate word.

**Section 5. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 6. Ordinances in conflict.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

**Section 7. Codification.** This ordinance shall be codified and included in the Code of Ordinances.

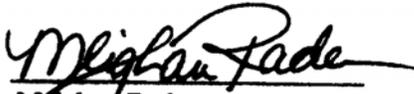
**Section 8. Effective Date.** This ordinance shall take effect immediately upon enactment.

**PASSED AND ENACTED** this 7th day of JULY 2008.

1<sup>st</sup> Reading: June 2, 2008

2<sup>nd</sup> Reading: July 7, 2008

Attest:

  
Meghan Rader,  
Village Clerk

  
Eugene P. Flinn, Jr.,  
Mayor

APPROVED AS TO FORM:

  
Eve A. Boutis, Office of Village Attorney  
Nagin Gallop & Figueredo, P.A.

**FINAL VOTE AT ADOPTION:**

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

**Attachment 'D'**  
**PALMETTO BAY PARK COCA COLA BEVERAGE AGREEMENT**

## BEVERAGE AGREEMENT

Date: \_\_\_\_\_, 2008

**Parties:**       **BOTTLER:** Coca-Cola Enterprises Inc. d/b/a Florida Coca-Cola Bottling Company, a Delaware corporation  
16569 SW 177<sup>th</sup> Avenue  
Miami, Florida 33177

**ACCOUNT:** Village of Palmetto Bay, Florida, a Florida municipal corporation  
8950 SW 152<sup>nd</sup> Street  
Palmetto Bay, Florida 33157

### 1.     Definitions

(a)     "Beverage" or "Beverages" shall mean all nonalcoholic beverages of any kind, but shall not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, water drawn from the public water supply or unbranded juice squeezed fresh at the Facility.

(b)     "Products" shall mean Beverage products purchased directly from Bottler or sold through vending machines owned and stocked exclusively by Bottler.

(c)     "Competitive Products" shall mean all Beverages which are not Products.

(d)     "Approved Cups" means disposable cups approved by Bottler from time to time as its standard trademark cups and/or vessels and/or other (disposable and nondisposable) containers approved by Bottler from time to time, all of which shall prominently bear the trademark(s) of Coca-Cola and/or other Products on all of the cup surface.

(e)     "Facility" shall mean the entire premises of Palmetto Bay Park, located at 17535 95<sup>th</sup> Avenue SW, Palmetto Bay, Florida and includes, without limitation, the grounds, all vending and concession areas, athletic facilities, playing fields, sidelines, benches and locker rooms, branded and unbranded food service outlets, and dining facilities.

2.     Term: February 1, 2008 ("Effective Date") through January 31, 2013.

### 3.     Advertising Rights

(a)     Account hereby grants to Bottler the exclusive right to advertise Beverages and specifically Products at the Facility and in connection with the Facility. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere at the Facility.

(b)     Account agrees that Bottler's advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public. The Products shall be prominently listed on any menu boards located at the Facility and all equipment dispensing Products shall be prominently identified with the appropriate trademarks/logos.

(c) Account further agrees that all Products will be dispensed in Approved Cups and that no other trademarked cups, coolers or containers will be permitted.

#### 4. Sponsorship Rights

(a) Bottler will have the exclusive right to advertise the Products as the "Official" or "Exclusive" soft drink, sports drink, water, tea, energy drink and/or juice or juice drink, etc. of the Facility.

(b) Account hereby grants to Bottler a royalty-free license, exclusive for Beverages, to use the trademarks, logos and other intellectual property of the Account and Facility ("Account Marks") in connection with the promotion of Products. Such promotion may occur in advertising (TV, radio, and print), packaging, vessels, promotional materials, and point of sale materials for Products and may be in connection with the marks and logos of Bottler's customers.

(c) Account will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with Account, the Facility, or any of the Account Marks in any advertising or promotional activity of any kind.

#### 5. Product Rights

(a) Account hereby grants to Bottler the exclusive right to sell or distribute Beverages at the Facility. Account and its concessionaires shall purchase all Products, Approved Cups, lids and carbon dioxide directly from Bottler. No Competitive Products may be sold, dispensed, sampled or served anywhere at the Facility.

(b) Account hereby grants to Bottler the exclusive Beverage vending rights at the Facility. Account agrees that Bottler shall have the right to place a minimum of one (1) Beverage vending machine in a mutually agreed upon location at the Facility.

(c) During the Term, Bottler will loan to Account, pursuant to the terms of Bottler's equipment placement agreement, at no cost, that Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense Beverages at the Facility ("Equipment"). Account represents and warrants that electrical service at the Facility is proper and adequate for the installation of Equipment, and Account agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical services.

6. Permitted Exceptions. Notwithstanding anything in this Agreement to the contrary, the following exceptions to the exclusivity requirements contained herein shall be permitted during the Term:

(a) If Bottler is unable to supply any of its water Products to the Facility during a natural disaster or other emergency condition ("Emergency Event"), and the parties mutually agree that the water Products supply may be exhausted before Bottler replenishment, then Account may purchase water products from an alternative Beverage supplier during the period of non-supply only. For example, if the Facility is used as a distribution point for ice and water after an Emergency Event, Account shall first attempt to purchase all of its requirements for water from Bottler; however, if Bottler is unable to satisfy the purchase order, then Account may purchase water from another source during the period of non-supply only.

(b) Bottler and Account acknowledge that athletic teams participating in tournaments at the Facility may be sponsored by or associated with manufacturers or distributors of Competitive Products. Such teams may make available Competitive Products for team players' personal consumption only, provided that: (i) such Competitive Products are made available only in non-public areas temporarily occupied by the team(s) during any such tournaments (e.g., sidelines, dugouts, locker rooms); (ii) no signage for any such Competitive Products is placed anywhere in public view at the Facility; and (iii) such Competitive Products are made available only for the duration of the tournament.

7. Consideration

(a) Scoreboards. Bottler shall pay the cost of purchasing six (6) LED wireless baseball scoreboards (the "Scoreboards"), up to a total amount of Twenty-four Thousand Dollars (\$24,000), including the freight and delivery charges. Bottler shall not be responsible for any costs incurred for installation of the Scoreboards (e.g., electrical costs). Account shall be responsible for the installation, maintenance and operating costs (including but not limited to utility charges) of the Scoreboards. The Scoreboards shall be the property of the Account, and Account shall pay all taxes and permit and license fees associated with the erection, use or ownership of the Scoreboards. **THE PROVISION OF THE SCOREBOARDS IS ON AN "AS IS" BASIS. BOTTLER HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY AND FITNESS FOR INTENDED USE, AND BOTTLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.**

(b) Commissions. Bottler agrees to pay Account commissions on vending sales of Products at the Facility based on the commission rates and initial vend prices set forth in Exhibit A.

(c) Pricing. Account shall be entitled to purchase bottle/can Products from Bottler in accordance with the initial price schedule set forth in Exhibit B. Any changes in pricing due to market-wide increases shall be submitted in writing to Account thirty (30) days prior to such price changes taking effect. Bottler may offer tiered pricing that requires Account to order certain quantities to get the contractual price or may charge a delivery fee if such minimums are not met.

(d) Additional Consideration. Bottler agrees to provide Account with those items listed on Exhibit C.

(e) If, during the Term, Account elects to contract with a third party concessionaire or food service operator that has entered into a separate agreement with Bottler and/or The Coca-Cola Company, the parties acknowledge that there will be no duplication of allowances, funding or benefits (including pricing) to Account and/or such third party. Therefore, in such event, Bottler is not obligated to pay any further consideration to Account or such third party pursuant to any terms of the pre-existing agreement for Products purchased and/or sold under this Agreement.

8. Termination

(a) If Account breaches any of its obligations set forth in this Agreement, then at its option and not as its sole remedy, Bottler may terminate this Agreement, and Account shall (i) return any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler a pro rata portion of the amount Bottler has invested in the purchase of the Scoreboards.

(b) Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages at any time during the Term of this Agreement or if for any reason the use of the Facility declines, then at its option and not as its sole remedy, Bottler may terminate this Agreement and Account shall (i) return any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler a pro rata portion of the amount Bottler has invested in the purchase of the Scoreboards.

(c) Account represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein. Upon expiration or revocation of such authority, then at its option and not as its sole remedy, Bottler may terminate this Agreement, and Account shall (i) return any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler a pro rata portion of the amount Bottler has invested in the purchase of the Scoreboards.

(d) Bottler shall have the right to withhold and not pay further any amounts which may become payable to Account pursuant to this Agreement if: (i) Account has failed to perform its obligations hereunder, (ii) Bottler's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

(e) Nothing in this section shall operate to restrict any of Bottler's other remedies in the event of a material breach by Account.

#### 9. Governing Law

This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of law rules.

#### 10. Compliance with Law

Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

#### 11. Retention of Rights

Account shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company or Bottler, nor shall this Agreement give Account the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Bottler or The Coca-Cola Company.

#### 12. Confidentiality

The terms and conditions of this Agreement are acknowledged by the parties hereto to be confidential and the parties agree not to share the contents hereof with any other party without the express written consent of the other party; provided, however, a party may disclose the relevant terms of this Agreement to the extent required by applicable federal, state or local law, regulation, court order,

government investigation or other legal process, provided the disclosing party has given the other party prior notice of such disclosure.

13. Entire Agreement.

This Agreement and its exhibits contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be assigned without the prior written consent of all parties. All amendments to or waivers of this Agreement must be in writing signed by all the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

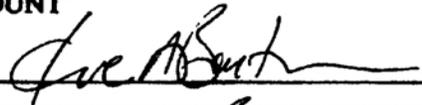
BOTTLER

By:   
Printed Name: Mark P. Turner  
Title: SBU - Field Finance Mgr  
Date: 3/13/08

ACCOUNT

By:   
Printed Name: Ron E. Williams  
Title: Village Manager  
Date: April 24, 2008

ACCOUNT

By:   
Printed Name: Eve Boutsis  
Title: Attorney  
Date: 4-25-08

**EXHIBIT A**  
**COMMISSIONS**

<u>Product</u>	<u>Vend Price</u>	<u>Commission Rate</u>
20 oz. carbonated/Nestea	\$1.25	10%
16 oz. Energy Drinks	\$2.50	10%
20 oz. Powerade®	\$1.50	10%
20 oz. Dasani® Regular	\$1.25	10%
20 oz. glacéau® vitaminwater	\$1.50	10%

Commissions are paid based upon cash collected, after deducting taxes, deposits, recycling fees, other government-mandated fees, communication charges and debit and credit card fees, if any. Commissions shall not be payable on any sales from vending machines not filled or serviced exclusively by Bottler. Bottler may adjust the vend prices and/or commission rates as necessary to reflect changes in its costs, including cost of goods. Commissions will be paid annually, in arrears, following the year in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the Account, and shall become immediate property of Account.

**EXHIBIT B**  
**INITIAL PRICE SCHEDULE**

<u>Package</u>	<u>Price per case</u>
12 ounce cans (carbonated, except Enviga)	\$ 8.16
20 ounce bottles (carbonated)	\$18.24
20 ounce bottles (Powerade)	\$17.52
20 ounce bottles (Dasani Regular)	\$ 9.00
16 ounce can (Full Throttle®)	\$32.00
16 ounce can (Rockstar®)	\$32.00
8.4 ounce can (Rockstar)	\$24.00
20 ounce bottle (glaceau vitaminwater)	\$24.96
12 ounce bottle (glaceau vitaminwater)	\$19.68

<u>Post-Mix Syrup</u>	<u>Price per Box</u>
5 gallon Bag-in-Box (BIB)	\$51.20
2.5 gallon BIB	\$26.65

<u>Approved Cups</u>	
12 ounce	\$53.00 per 2,000
16 ounce	\$35.00 per 1,000
24 ounce	\$42.00 per 1,000
32 ounce	\$29.00 per 480
44 ounce	\$37.00 per 480

<u>Lids</u>	
12 ounce	\$32.00 per 2,000
16 ounce	\$32.00 per 2,000
24 ounce	\$32.00 per 2,000
32 ounce	\$24.00 per 480
44 ounce	\$29.00 per 480

C02

20 lb. cylinder	\$20.00 per cylinder (plus deposit)
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**EXHIBIT C**  
**ADDITIONAL CONSIDERATION**

- A maximum of one hundred fifty (150) standard physical cases of complimentary 500 ml bottled Dasani water each year, with an annual estimated retail value of One Thousand Five Hundred Dollars (\$1,500), as determined in good faith by Bottler, to be used for special events at the Facility. Account must request all available complimentary Product during the course of each calendar year. If Account does not request all available complimentary Product by the end of each calendar year, then any complimentary Product remaining at the end of each calendar year shall be retained by Bottler with no further obligation.
  
- A maximum of six (6) Coca-Cola® trademarked banners each year of the Agreement to be used at Account's discretion.



January 19, 2012

Village of Palmetto Bay

9705 East Hibiscus Street

Palmetto Bay, FL 33157

Re: Letter of Transmittal-RFP-Operation of Food Concession Facilities #2011-PR-005

To Whom It May Concern:

Please be advised that Silva Management of Miami, Inc. dba Juniors Catering of Miami is submitting a response in accordance to the advertised solicitation of Operation of Food Concession Facilities #2011-PR-005.

Juniors Catering would gladly welcome the opportunity to serve the Village of Palmetto Bay in the capacity of Concessionarie and Caterer for Palmetto Bay Parks and Community Center facility. The Village of Palmetto Bay is one of the premier suburbs in Miami-Dade County and Juniors Catering would enjoy the possibility of enhancing the proposed venues.

We anticipate that all the information requested is enclosed and accurate. Best of luck on your selection! Please feel free to contact us at anytime to address any questions or comments.

Regards,

Junior Silva

Silva Management of Miami, Inc, dba Juniors Catering of Miami

7370 SW 48<sup>th</sup> St

Miami, FL 33155

786-413-6195 Direct Dial

[juniorscatering@aol.com](mailto:juniorscatering@aol.com)

Pages:

1-Letter of Transmittal

2-12-Signed Forms 1-7

13-16 Resume for Junior Silva

17-Letter of Financial Reference

18-Letter of Reference of City of Miami-Juan Pascual, Deputy Director

19-Letter of Reference of City of Hialeah-Mayor Jullo Robaina

20-Letter of Reference of Town of Miami Lakes-Tony Lopez

21-Letter of Reference of City of Doral-Jesus Palacios

22-Letter of Reference of Miami Dade County Fire Chief, Herminio Lorenzo

23-Letter of Reference of Miami Dade County Emergency Management Ass't Director, Jon Lord

24-Letter of Reference of Hialeah Park General Manager, Randy Soth

25-Letter of Reference of Gordon Food Service, Art Tigera

26-Letter of Ownership-Leo Mas-Leo's Pizza of Miami

27-Copy of License-DPBR

28-Copy of Safe Food Handler Certification

29-33-Copy of 2012 Natural Disaster/Hurricane Preparedness Plan

34-Copy of Liability Insurance

35-41-Copy of Proposal

**FORM 1  
CONTRACTOR/PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Contractor/Proposer):  
SILVA MANA BENEFIT OF MIAMI, INC.

Principal Business Address:  
7370 SW 48th ST  
MIAMI FL 33155

2. Principal Contact Person(s):  
JUNIOR SILVA

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):  
CORPORATION

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Contractor/Proposer. Provide proof of the ability of the individuals so named to legally bind the Contractor/Proposer.

Name	Address	Title
<u>ALIRIO SILVA JR.</u>	<u>7370 SW 48th ST</u> <u>MIAMI FL 33155</u>	<u>President</u>

If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: 12 28 2008  
 Month Day Year

If a Joint Venture or Partnership, date of Agreement: \_\_\_\_\_

5. List all firms participating in this project (including sub Contractor/Contractor/Proposers, etc.):

Name	Address	Title
1. <u>AAA</u>	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

**FORM 1**  
**CONTRACTOR/PROPOSER'S STATEMENT OF ORGANIZATION**  
**(CONTINUED)**

6. Outline specific areas of responsibility for each firm listed in Question 5.

- 1. \_\_\_\_\_ *n/a* \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

7. Licenses:

a. County or Municipal Business Tax License No.

\_\_\_\_\_ *663 231-1* \_\_\_\_\_  
(Attach Copy)

b. Business Tax License Classification:

\_\_\_\_\_

c. Business Tax License Expiration Date:

\_\_\_\_\_ *Oct. 1, 2012* \_\_\_\_\_

d. Social Security or Federal I.D. No:

\_\_\_\_\_ *30-0521496* \_\_\_\_\_

e. Please furnish proof of required food service and handling licenses and/or certificates.

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**MIAMI-DADE COUNTY - LOCAL BUSINESS TAX**

Receipt Number: 662231-1

**BUSINESS NAME:** SILVA MANAGEMENT OF MIAMI INC **MAILING ADDRESS:** 7188 SW 47 ST

**BUSINESS ADDRESS:** 7188 SW 47 ST **MAILING CITY:** MIAMI

**BUSINESS ZIP:** 33155 **MAILING STATE:** FL

**MAILING NAME:** SILVA MANAGEMENT OF MIAMI INC **MAILING ZIP:** 33155

**Description:** SERVICE BUSINESS

**MESSAGE:** This Local Business Tax Has Been Paid

FORM 2  
REFERENCES

The Contractor/Proposer shall provide three (3) references of previous employers, businesses, agencies who have been served by the Contractor/Proposer with similar services to those being proposed in this Proposal within the past five (5) years.

1. Name: JUAN PASCUAL - Deputy Director - City of Miami  
Address: 444 SW 2nd Ave 8th Floor Miami, FL 33130

Phone Number: 305 416 1300

Principal Contact Person(s): JUAN PASCUAL

Year Contract Initiated: 2011

2. Name: ARNIE ALONSO - CITY OF HIALEAH  
Address: 501 Palm Ave  
HIALEAH FL 33010

Phone Number: 305 883 5800 / 305 389 9631

Principal Contact Person(s):

Year Contract Initiated: 2008 - to present

3. Name: JESUS PALACIOS - BARBARA HERNANDEZ  
Address: 5300 NW 53rd St

Phone Number: 305-593-6705

Principal Contact Person(s): BARBARA HERNANDEZ

Year Contract Initiated: 2009

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 3  
NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1.  He/She is ALIRIO SILVA of SILVA MANAGEMENT dba JUNIUS CATERING, the Contractor/Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Contractor/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Contractor/Proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other Contractor/Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Contractor/Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Contractor/Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Palmetto Bay, Florida, or any person interested in the proposed Agreement; and

[THIS SPACE INTENTIONALLY LEFT BLANK]



**FORM 4  
DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that

SILVA MANA LOWEYTT OF MIAMI does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 4  
DRUG-FREE WORKPLACE  
(CONTINUED)**

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section and supply a certification of compliance every six (6) months to the Village.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

*Alirio*

\_\_\_\_\_  
Signature (Blue ink only)

*ALIRIO SILVA*

\_\_\_\_\_  
Print Name

*PRESIDENT*

\_\_\_\_\_  
Title

*1/19/12*

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF MIAMI-DADE         )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 5  
ACKNOWLEDGMENT OF ADDENDA**

The Contractor/Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Contractor/Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDA NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
Form 1		ALIRIO SILVA	PRES	<i>[Signature]</i>
Form 2		ALIRIO SILVA	PRES	<i>[Signature]</i>
Form 3		ALIRIO SILVA	PRES	<i>[Signature]</i>
Form 4		ALIRIO SILVA	PRES	<i>[Signature]</i>
Form 5		ALIRIO SILVA	PRES	<i>[Signature]</i>
Form 6		ALIRIO SILVA	PRES	<i>[Signature]</i>
Form 7		ALIRIO SILVA	PRES	<i>[Signature]</i>

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 6  
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is ALIRIO SILVA of <sup>SILVA MANA CONERT</sup> JUNIORS Catering, the Contractor/Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Contractor/Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

(b) Additionally, the Contractor/Proposer agrees and understands that Contractor/Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Contractor/Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

N/A

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 6  
INDEPENDENCE AFFIDAVIT  
(CONTINUED)

2. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

Arny  
Signature (Blue ink only)

ALVARO SILVA  
Print Name

~~CEO~~ PRESIDENT  
Title

1/19/10  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 7**  
**CERTIFICATION TO ACCURACY OF PROPOSAL**

Contractor/Proposer, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Contractor/Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is ALIRIO SILVA of SILVA MANA CONSULTING, the Contractor/Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 7**  
**CERTIFICATION TO ACCURACY OF PROPOSAL**  
**(CONTINUED)**

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

*[Signature]*  
Signature (Blue ink only)

ARIRIO SILVA  
Print Name

PRESIDENT  
Title

1/19/10  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

# ALIRIO SILVA, JUNIOR

3227 SW 60<sup>th</sup> Court  
Miami, Florida 33155

7370 SW 48<sup>th</sup> Street  
Miami, Florida 33155  
[JUNIORSCATERING@AOL.COM](mailto:JUNIORSCATERING@AOL.COM)  
Direct Dial 786-413-6195

## PROFESSIONAL EXPERIENCE

### OWNER/PRESIDENT

**SILVA MANAGEMENT OF MIAMI, INC.**  
**ALIRIO'S INC.**  
**JUNIOR'S CATERING OF MIAMI**  
**JUNIOR'S CLEANING OF MIAMI**  
**MARCH 2002 TO PRESENT**

Entrepreneur with vast experience managing an overall staff of 50 full-time and part-time employees. Producing high-quality events in reference to food, service, entertainment and pre and post-event setup logistics. Company has grown to reach the \$1 million annual gross mark in less than four years time. Clients include the City of Hialeah, Miami-Dade County, Miami-Dade League of Cities, Town of Miami Lakes, City of Miami, City of Doral and City of Coral Gables. Specializing in municipal, corporate and private events. In addition, Junior's Catering also provides an invaluable service to such agencies such as the American Red Cross, Miami-Dade County Fire Rescue, Catholic Charities, and Salvation Army in the event of disasters and declared emergency situations. In addition, JC provides large scale concession services to several municipalities and organizations.

**ASSOCIATE COACH, MEN'S BASKETBALL**  
**MIAMI-DADE COLLEGE**  
**JANUARY 1998 TO MARCH 2002**

Assist and execute all aspects of a State and Nationally ranked competitive NJCAA-Division I Men's Basketball program. Involved directly in recruiting, scheduling, budgeting, execution of spring/summer leagues, player development, scouting and travel planning. In addition was named by Converse to 1999 International Coaches Symposium in Istanbul, Turkey. Participated in numerous camps, clinics and exhibitions. Produced 3 Southern Conference Championships, 2 State Tournament appearances, 26 Division I signees. 85% graduation rate.

**FLORIDA MARLINS**  
**HISPANIC MARKETING, ASSISTANT**  
**MAY 1996 TO JANUARY 1998**

Direct and oversee day-to-day operations of "Marlins en Miami" store. Act as goodwill ambassador in the Hispanic Community. Interact with media outlets in regards to player appearances. Assisted in the planning of 1997 post-season (Divisional Series, National League Championship Series and 1997 World Series) events, galas and planning with all Major League Baseball activities.

## **ATHLETIC EXPERIENCE**

Miami-Dade Community College-North

Men's Basketball 1993-95  
Second Team-Southern Conference (1993-94)  
First Team-Southern Conference (1994-95)  
Second Team-All State (1994-95)  
State Tournament Participant (1994-95)  
FJCCA All-Stars (1994-95)

Saint Thomas University

Men's Basketball 1995-97  
First Team- Florida Sun Conference (1995-96, 1996-97)  
Honorable Mention-All-American (1996-97)  
NAIA National Tournament Participant (1995-96, 1996-97)

LPBV, Liga Profesional de Baloncesto de Venezuela  
Professional Basketball League of Venezuela

Trotamundos de Carabobo  
Valencia, Venezuela

Cocodrillos de Caracas  
Caracas, Venezuela

## **EDUCATION**

Miami-Dade Community College  
Associates in Arts 1993-95

Saint Thomas University  
Bachelor in Arts, Sports Administration-Marketing 1995-97

Madison University  
Bachelor in Arts, General Studies 1999

## **Community Involvement**

American Red Cross  
Amigos for Kids  
Jackson Memorial Foundation  
American Cancer Society  
La Liga Contra El Cancer  
Miami Heat Foundation  
Coral Gables Community Foundation  
Catholic Charities  
Informed Families  
Actors Playhouse  
Board Member, Charter on the Beach  
Academic Schools Foundation  
Our Lady of Lourdes  
Saint Teresa School  
Our Lady of the Lakes  
Big Brother Big Sisters of Miami  
Westminster Christian School Foundation

## **ASSOCIATIONS**

Miami-Dade County League of Cities  
Coral Gables Chamber of Commerce  
Florida League of Cities  
NACO, National Association of Counties  
Greater Miami Chamber of Commerce  
Latin Builders Association  
Miami-Dade Sports Commission

## References

Art Tigera  
Gordon Food Service  
Key Account Manager  
[Art.tigera1@gfs.com](mailto:Art.tigera1@gfs.com)  
305-607-9175

Miguel Diaz de la Portilla  
State Senator-District 38  
Becker-Poliakoff P.A.  
305-262-4433  
[mdportilla@becker-poliakoff.com](mailto:mdportilla@becker-poliakoff.com)

Walter Vazquez, Junior  
Freedom Fresh, LLC  
Chief Executive Officer  
305-715-5700  
[wwazquezjr@freedomfresh.com](mailto:wwazquezjr@freedomfresh.com)

Miguel Alvarez  
Don Camaron Restaurant  
Proprietor  
305-519-8474  
[Miguel@doncamaronrestaurant.com](mailto:Miguel@doncamaronrestaurant.com)

Javier Marques  
Florida International University  
Office of the President  
Chief of Staff  
305-348-2111  
[jmarques@fiu.edu](mailto:jmarques@fiu.edu)



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January 17, 2012

Junior's Catering of Miami  
7370 SW 48<sup>th</sup> Street  
Miami, FL 33155

To whom it may Concern:

Please be advised that Alirio Jose Silva owner of Junior's Catering of Miami has had an account with TD Bank since December 12, 2007. The company maintains an average balance of \$25,000.00 for the past year, and the account is in good standing. In addition, this account has secured a Business Line of Credit in the amount of \$100,000.00 for further business endeavors.

Please feel free to call me if you have any further questions.

Sincerely

Armando De Leon  
AVP, Store Manager  
Hialeah Palm Springs  
801 W 49<sup>th</sup> Street  
Hialeah, FL 33012  
(305)822-0512 Tel  
(305)822-0517 Fax

# City of Miami



JOHNNY MARTINEZ, P.E.  
City Manager

January 16, 2012

To Whom It May Concern:

Please accept this letter of confirmation of service on behalf of Junior Silva of Juniors Catering of Miami. On March 10, 2011 this firm was awarded the Concession Agreement on behalf of the City of Miami for the occupancy of the concession facility located at the Grapeland Aquatic Center located at 1550 NW 37th Ave in Miami, Florida. The initial term of this agreement is for three years, with two additional one year options of renewal. for a maximum of five years.

The Grapealnd Aquatics facility attracts average attendance of approximately of one hundred and fifty thousand patrons annually. Juniors Catering has been contracted to provide food services at the facility to include hot and cold items, use of vending machines and the use of two mobile food carts located through the park. In addition, Juniors Catering is allowed to use the facility year-round for catering. JC currently sells items such as sandwiches, prepared salads, hot dogs, burgers, pizza, french fries, energy drinks, sodas, water, snacks and sundries. JC is responsible for ordering all food and supplies, staffing, communication line and provides janitorial services to the kitchen facility.

Currently, the services that this firm has rendered have been very well accepted by the patrons and staff that frequent the park. We look forward to Juniors Catering providing the same high quality service for the duration of the agreement.

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

Regards,

A handwritten signature in cursive script, appearing to read "Juan Pascual".

Juan Pascual  
Deputy Director  
City of Miami Parks Department  
444 SW 2nd Ave, 8th Floor  
Miami, FL 33130-1910  
[jpascual@miamigov.com](mailto:jpascual@miamigov.com)



*Julio Robaina*  
Mayor, City of Hialeah

August 23, 2010

To Whom It May Concern:

Through this letter I would like to take this opportunity to recommend Alirios Inc., d.b.a. Juniors Catering-Concessions of Miami and the Silva Management of Miami. Mr. Junior Silva and his company have been providing services to the City of Hialeah from 2005-present. Mr. Silva's company has been a viable supplier of services to the city and has always been in good standing. The services provided by this firm have been very well received by the city and its patrons. I have personally known Mr. Silva for over 5 year and his diligence in conjunction with his hard work, dedication, and experience will make him and his company an asset to have.

If you have any questions regarding Mr. Silva or Alirios Inc., d.b.a. Juniors Catering-Concessions of Miami and the Silva Management of Miami, please do not hesitate to contact me at (305) 883-5800.

Respectfully submitted,

*Julio Robaina*  
Julio Robaina  
Mayor, City of Hialeah

JR/na



# Town Of Miami Lakes

15700 NW 67 Avenue, Suite 302 • Miami Lakes, Florida 33014  
(305) 364-6100 • Fax (305) 558-8511  
[www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

May 11, 2009

To whom it may concern:

This letter serves as confirmation that Alirios, Inc. D/B/A Junior's Catering served as the Town's concessionaire at the Town of Miami Lakes Royal Oaks Park from March 2006 to March 2009. During this period, the original one year agreement was renewed twice with Alirio's as the services provided were beneficial to the park users and the Miami Lakes community. Also, many park patrons commented that their overall products were of high quality and service was commendable.

If there are any additional questions regarding the services provided by Alirio's, Inc., please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Lopez".

Tony Lopez, CPRP  
Director of Parks and Recreation  
305-558-0382 Parks Office  
[lopezt@miamilakes-fl.gov](mailto:lopezt@miamilakes-fl.gov)



July 21, 2010,

Jesus Palacios

Superintendent of Parks

To whom it may concern,

This letter is to inform you that Junior's Catering, Inc. was awarded a concessionary contract with the City of Doral in December 2009, and will be the sole concessionary provider for the next two years, with the option of renewing the contract on a yearly basis thereafter for the next two years.

Junior's Catering, Inc. currently has two concession areas set aside for their use at two of our parks, while also having primary vendor rights during the City's main events.

Feel free to contact me at any time to discuss this further should you have any questions regarding this matter.

Sincerely,

Jesus Palacios  
Superintendent of Parks  
City of Doral Parks & Recreation Department



Miami-Dade Fire Rescue Department  
Office of the Fire Chief  
9300 N.W. 41st Street  
Doral, Florida 33178-2414  
T 786-331-5000 F 786-331-5101

miamidade.gov

January 7, 2009

Re: Junior Catering of Miami  
8105 NW 39 Street  
Virginia Gardens, FL 33166

To Whom It May Concern:

Mr. Junior Silva through his catering service Junior Catering of Miami provided meals and snacks for emergency personnel during several hurricane activations of our Emergency Operations Center in Miami Dade County.

The services provided by Mr. Silva were well received by our personnel and met our needs and level of satisfaction as an organization providing community wide coordination of emergency services. Mr. Silva was responsive to our needs and acted in a professional and responsive way while providing food for hundreds of our personnel and preparing thousands of meals during activation periods.

Respectfully,

A handwritten signature in cursive script, appearing to read "Herminio Lorenzo".

Herminio Lorenzo, Director  
Miami-Dade Fire Rescue

HL/dv

copy

**MIAMI-DADE**

**Emergency Management &**

**Homeland Security**

9300 NW 41 Street

Doral, Florida 33178-2414

T 305-468-5400 F 305-468-5401

**Carlos Alvarez, Mayor**

miamidade.gov

December 16, 2008

To whom It may concern:

I am writing to acknowledge Junior's Catering of Miami. Throughout my 5 years of service to Miami-Dade's Department of Emergency Management & Homeland Security (DEM&HS), I have had the opportunity to interact with various catering companies that have provided service to the Emergency Operations Center (EOC) during emergencies and exercises.

My first contact with Junior's Catering was during the 2005 Hurricane Season, when they provided meals around the clock, to those individuals (up to 300 per seating) serving in the EOC, during the County's response to Hurricane Wilma. During the approximately 3 weeks of service, Junior's Catering efficiently and effectively ensured that quality food and service was provided, even when supplies were limited immediately following the impact of Hurricane Wilma.

Since 2005, the DEM&HS has had multiple opportunities to use the services of Juniors Catering, and each time they have met and/or exceeded our expectations.

Therefore, based on their history of quality service to DEM&HS, I can comfortably recommend to you for your consideration.

Sincerely,

  
Jonathan Lord  
Assistant Director

6097



P.O. BOX 158 • HIALEAH, FLORIDA 33011 • (305) 885-8000 • FAX: (305) 887-8006

[hialeahparkracing.com](http://hialeahparkracing.com)

January 18, 2010

To Whom It May Concern:

Please accept this letter as a confirmation of service for Silva Management of Miami-Alirio's Inc. dba Juniors Catering of Miami. Juniors' Catering is the Caterer/Concessionaire for the Hialeah Race Track for 2009-10 racing season.

The services provided by this firm have been extremely well received both by the track staff and the patrons that have visited the facility. In addition, this firm has demonstrated a strong ability to provide high quality food in addition to customer service. Opening day consisted of approximately 30,000 guests. With an average attendance of 7,500 per week for the racing season, this organizations service was efficient and delivered on all the requests set forth by the staff and patrons.

We would like to commend Juniors Catering on a job well done and we do not hesitate in recommending this service to other interested parties. If you have any questions or concerns please feel to contact me at anytime. Thank you for your time and consideration in this matter.

Regards,

Randall E. Soth

General Manager

[Rsoth@brunetti.com](mailto:Rsoth@brunetti.com)



Arturo Tigera  
Key Account Manager Miami-Gordon Food Service  
[Art.Tigera1@gfs.com](mailto:Art.Tigera1@gfs.com)  
(305) 607 9175  
3301 N.W. 125<sup>th</sup> Street  
Miami, Florida 33167

July 10, 2011

To Whom It May Concern:

This letter goes out to help offer recognition to Junior Silva and his partnership with Gordon Food Service. Juniors Catering has been recognized and deemed as a Key Account with GFS through his cooperation in allowing us to be his prime supplier in many of his current ventures in the food service industry.

We have surpassed many expectations with this customer through perseverance of new concepts and technological advances that have made his partnership of prime importance to Gordon Food Service. We are committed to supporting Juniors Catering in any way possible that will continue to allow both sides to have advantageous dual relationships. Our dedication goes beyond just price! We look to make his business stronger through new ideas, new product offerings, service, and by keeping their growing business ahead of the curve through enterprise concepts.

Gordon Food Service and I look forward to being able to help and assist Juniors Catering in their continued march forward in securing other avenues to show his capabilities to future clientele. In consideration to the type of environment that this account will service in case of emergencies GFS is able to assist Junior with the loan of cold storage vehicles for mass production means. If there is any means that I may further assist please feel free to contact me.

Arturo A Tigera

# Leo's Pizza of Miami

6720 Coral Way

Miami, FL 33155

305-661-4281

[www.Pizzaleos.com](http://www.Pizzaleos.com)

August 12, 2010

To Whom It May Concern:

Please accept this letter as confirmation that Alirio Silva, Junior is a partial owner of Leo's Pizza of Miami. Leo's Pizza is a full operational restaurant location in Miami, Florida. Serving the South Florida area since 1977. Leo's Pizza has operated/managed multiple locations in Miami-Dade County.

Please feel free to contact me at anytime if you have any questions or concerns in this matter.

Regards,



Leonel Mas, Junior

[masteonel@hotmail.com](mailto:masteonel@hotmail.com)

305-321-5574

**Licensee Details****Licensee Information**

Name: **DORAL MEADOWS PARK (Primary Name)**  
**JUNIORS CATERING OF MIAMI (DBA Name)**

Main Address: **7188 SW 47TH STREET**  
**MIAMI Florida 33155**

County: **DADE**

License Mailing: **7188 SW 47 ST**  
**MIAMI FL 33155**

County: **DADE**

LicenseLocation: **11555 NW 58 ST**  
**DORAL FL 33166**

County: **DADE**

**License Information**

License Type: **Permanent Food Service**

Rank: **Non-Seating**

License Number: **NOS2331279**

Status: **Current,Active**

Licensure Date: **05/25/2010**

Expires: **10/01/2012**

**Special Qualifications**      **Qualification Effective**

**No Plan Review**            **05/20/2010**

**Dade OCT**

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850.487.1395

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FLORIDA RESTAURANT ASSOCIATION

**SAFE STAFF**

DBPR-CONTRACTED FOOD SAFETY PROVIDER

ALINO SILVA JR

FOODHANDLER NAME

WILSONA UACH DELAHOZ

TRAINER

01-05-2014

EXPIRES

Based on the ServSafe Employee Guide. ServSafe is a registered trademark of the National Restaurant Association Educational Foundation.

© 2014 NATIONAL RESTAURANT ASSOCIATION



# 2012 Natural Disaster/Hurricane

## Preparedness Plan

Internal Draft Prepared by:



*It is hoped this internal document that was prepared by Junior's Catering will serve as the starting point towards a discussion within the Miami-Dade County League of Cities for all municipalities and response agencies in the Miami Dade County area as we all take a proactive role in improving the coordination and the emergency response to hurricanes and other large-scale critical incidents within Miami-Dade County and South Florida. Junior's Catering is a full service catering service that excels in this area with its recent fulfillment of duties during the 2005 hurricane season.*



## Strategic Crisis Response and Pre-Positioning

### Overview

The Hurricane Season of 2004 and 2005 was unprecedented and will go down in history for its major activity in the Atlantic and Caribbean basins. Early predictions for 2008 confirm our fears; we are now in the beginning of a cycle of increased hurricane activity that could last for the next 15 to 20 years. Cities and counties are focused more than ever on improving post-hurricane responses that make the aftermath of these storms more manageable.

To that end, communities should support their elected leaders' efforts in providing emergency responders with all necessary resources to help them provide better services to victims. If emergency responders are provided with the support they need to effectively carry out their jobs, the suffering in the aftermath of a hurricane is minimized. First responders and their support infrastructure colleagues deserve no less. Among the needs of the alpha/bravo workers is a comforting and healthy diet during the long and difficult hours that is required during these difficult moments.

### The EOC Triad

The center of any response is the Emergency Operations Center (EOC) node. The EOC node coordinates staffing requirements, prioritizes responses, and coordinates the flow of aid and response from Federal agencies, state agencies, and other agencies within the defined area. For an EOC to operate successfully i.e. coordinate and serve as a nerve center, that EOC must have power, the ability to communicate to emergency responders, and provide basic food, water, and ice to those staffing the EOC. Widespread and severe power outages during the 2005 hurricane season revealed the necessity of being self-contained. **Power, Communications, and Food/Water/Ice** must be self-contained or the EOC becomes inoperable.

### Power and Communications

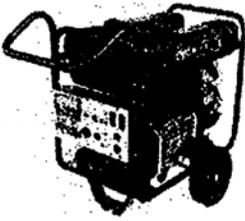
It is essential for cities and counties to work closely and in a proactive manner to insure continuity of power and communications for the 2006 Hurricane Season. Breakdowns and gaps that occurred in these critical areas must be addressed immediately on a city-by-city basis and at the county level.

### Food/Water/Ice

The 2005 Hurricane Season was a snapshot of the future; widespread power outages and inability to access basic needs like food, water, and ice must not be repeated. It is essential for the community to support EOC managers as they continue planning and improving post-hurricane standard operating procedures.

**Junior's Catering** can provide your municipality or institution with the following:

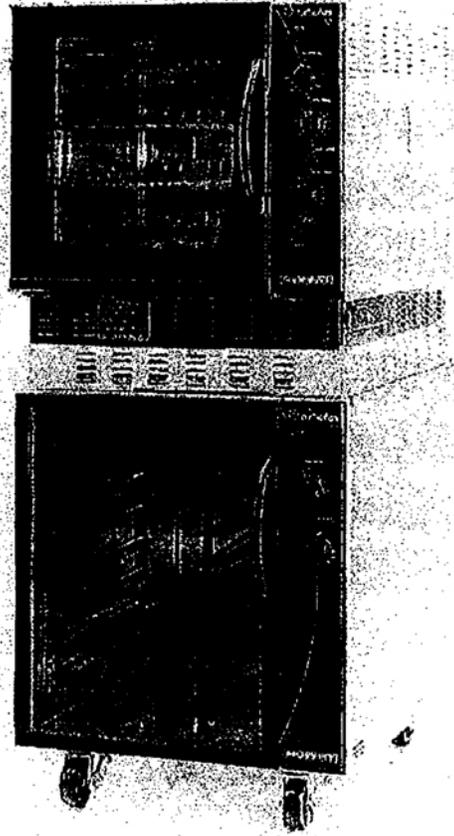
- *Self-contained equipment (BBQ, Tents/Freezer Trucks, Tables, Chairs, Walk-In Coolers, Generators, etc.)*
- *Self-contained and secure cooking areas (portable tents, warehouse, trailers, etc.)*
- ***Priority access to food supply with proper written agreements through various food purveyors***
- *Pre-Arranged Staffing arrangements (Servers, setup & cleanup)*
- *Pre-determined and secure areas for preparation of food, pre-determined areas for distribution of ice, and pre-determined transportation routes for delivery of food and water.*
- *Countywide Delivery Service and ability to prepackage meals for on-site delivery*
- *Complete access to bottled water, assorted sodas*
- *Complete menu that meets USDA nutritional guidelines*
- *Pre-Planned Billing*
- *Unlimited timeline for food service availability*
- *Meals that can be prepared with the highest quality and attention to all necessary nutrition needs of specific individuals (Diabetes, high blood pressure, etc...)*



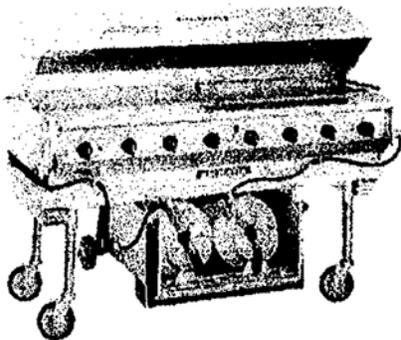
Generators



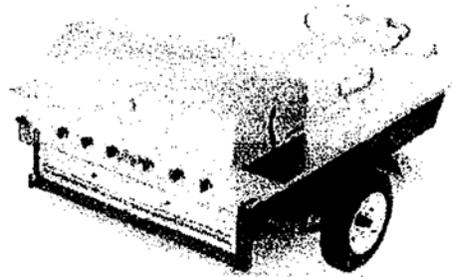
Refrigerated Trucks



Gas/Propane  
Convection Ovens



BBQ



BBQ Grill (X-Large)

JUNIOR'S CATERING MENU OPTION ALPHA

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Mojo Chicken 5oz mojo chicken 1/2c sweet yams 1/2c green beans 1/2c arroz dulce	Pasta Napolitano 8oz pasta napolitano 3oz ground beef 1/2c spaghetti 1/2c green beans 1/2c cin. apples	Pavo Guisado 5oz pavo guisado 3oz turkey 1/2c mojo rice w/ veg 1/2c red beans 1/2c peach cobbler	Black Beans Burrito 2.5oz black beans .5oz cheese 1/2c spanish rice 1/2c mixed vegetable 1/2c plantains	Snapper Stew 3oz white fish 1/2c white rice 1/2c peas & carrots 1/2c pears	Fricasse de Pollo 3oz diced chicken 1/2c seasoned potato 1/2c carrots 1/2c spiced apples	Tomatitan 3oz ground beef 1/2c white rice 1/2 green beans 1/2c bread pudding
Chili con Carne 1.5oz red beans 1.5oz ground beef 1/2c baked potato 1/2c succotash 1/2c cin. apples	Arroz con Pollo 3oz diced chicken 1/2c yellow rice 1/2c black beans 1/2c plantains	Adobe Chicken 3oz thigh meat 1/2c moros 1/2c peas & carrots 1/2c peach con leche	Tamale n Cazuela 3oz ground beef 1/2c white rice 1/2cyellow squash 1/2c cin. apples	Pescado con chili 3oz white fish 1/2c yellow rice 1/2c plantains 1/2c bread pudding	Seco de Carne 3oz ground beef 1/2c diced potatoes 1/2 c peas & carrots 1/2c apple crisp	Pollo con Salsa 3oz chicken meat 1/2c green beans 1/2c adobe rice 1/2 banana bread
Chili Rellenos 3oz ground beef 1/2c papas con chili 1/2 spiced carrots 1/2c arroz dulce	Pollos Empanizado 3oz chicken meat 1/2c papas fritas 1/2c green beans 1/2c spiced apples	Bistec Melanase 4oz beef patty 1/2c arroz espanol 1/2c fried yucca 1/2c pineapple crisp	Pollo Gallina 3oz pollo gallina 1/2c paprika papas 1/2c carrots 1/2c plantain maduros	Pescado Fritta 3.5oz fried fish 1/2c spinach 1/2c chili potatoes 1/2c tropical crisp	Pavo con Papas 3oz turkey 1/2c new potatoes 1/2c mixed vegetable 1/2c bread pudding	Beef Enchalda 3oa shredded beef 1/2c yellow rice 1/2c refried beans 1/2c peach con leche
Pavo Mechado 3oz slice turkey 1/2c bread stuffing 1/2c carrots 1/2c bread pudding	Carne Adovada 3oz diced beef 1/2c veggie rice 1/2c broccoli 1/2c pineapple cobbler	Masitas de Puerco 3oz diced pork 1/2c carrots 1/2c Moros 1/2c peas	Albondigas 3oz meatball 1/2c moros 1/2c broccoli 1/2c bread pudding	Paella de Pescado 3oz chicken & fish 1/2c yellow rice 1/2c mixed vegetables 1/2c cin. apples	Pollo Latino 3oz chicken meat 1/2c rice & peas 1/2c moros 1/2c peach con leche	Steak Palomillo 3oz steak patty 1/2c spanish rice 1/2c yucca 1/2c rice pudding

JUNIOR'S CATERING MENU OPTION BRAVO

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Steak Diana 4oz steak patty 1/2c parsly potato's 1/2c green beans 1/2c rice pudding	Chicken Florentine 3oz leg quarter 1/2c cream spinach 1/2c crispy potatoes 1/2c bread pudding	Beef & Bean Burrito 2.5oz bean & beef 1/2c rice 1/2c california veggie 1/2c fried plantains	Meat Lasagna 2.5oz Meat 1/2c noodles 1/2c broccoli 1/2c cin. Apples .5oz cheese	Lemon Baked Sole 3oz white fish 1/2c lemon pasta 1/2c carrots 1/2c pears	Roast Beef w/ Gravy 3oz sliced beef 1/2c mash potatoes 1/2c peas & carrots 1/2c str/apple sauce	Chicken Parmesan 4oz br/ chicken 1/2c spaghetti 1/2c ill/vegetables 1/2c cherry cobbler
Beefy Macaroni 3oz groundbeef 1/2cup pasta 1/2c broccoll 1/2c rice pudding	Rottisserie Chicken 3oz chicken thigh 1/2c mash potatoes 1/2c spinach 1/2c peaches	Baked Ziti 2oz Ricotta 1/2c pasta 1/2c green beans 1/2c br/ pudding 1oz mozz cheese	Fish Fry 3.5oz breaded fish 1/2c roasted potato 1/2c corn 1/2c apple sauce	Mama's Meatloaf 4oz meat patty 1/2c mash potato 1/2c peas& carrots 1/2c cherry cobbler	Chicken Marsala 3oz chicken thigh 1/2c spaghetti 1/2c Italian veggie 1/2c pineapples	Vermont Turkey 3oz turkey 1/2c stuffing 1/2c carrots 1/2c apple cobbler
Chili Cheese Potato 3oz bean & beef 1/2c bake potato 1/2c carrots 1/2c peaches .5oz cheese	Chicken Fried Steak 3oz steak patty 1/2c mash potatoes 1/2c garden veggie 1/2c cherry pie	White Bean Stew 4oz white beans 1/2c rice 1/2c peas& carrots 1/2c str/applesauce	Mac&Cheese&Ham 2.5oz ham 1/2c macaroni 1/2 broccoli 1/2c bread pudding .5oz cheese	Grecian Snapper 3oz white fish 1/2c rice 1/2c green beans 1/2c applesauce	Spaghetti / Meatball 2 - 2oz meatballs 1/2c pasta 1/2c spinach 1/2c apple cobbler	BBQ Chicken 3oz chicken w/sauce 1/2c baked beans 1/2c corn 1/2c rice pudding
Bail Park Franks 3oz hot dogs 1/2c baked beans 1/2c saurkraut 1/2c broccoli	Turkey Pot Pie 7oz turkey 1/2c egg noodles 1/2c corn 1/2c pineapples	Fresh Catch 3oz white fish 1/2c mash potato 1/2c spinach 1/2c applesauce	Paella 3oz fish & chicken 1/2c rice 1/2c peas& carrots 1/2c tropical fruit	Beef Stew 8oz beef stew 1/2c rice 1/2c carrots 1/2c apple crisp	Ham Steak 3oz ham 1/2c roasted potato 1/2c peas & carrots 1/2c str/apple sauce	Chicken Primavera 3oz chicken breast 1/2c ziti 1/2c spinach 1/2c peaches

ADDITIONAL SERVICES PROVIDED

TABLES

6 FT	\$8.50
8 FT	\$10.00
60 INCH ROUND	\$9.00
72 INCH ROUND	\$11

CHAIRS

SAMSONITE PLASTIC	\$2
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TENTS

10 X10	\$125
20 X 20	\$250
20 X 40	\$400
30 X 60	\$800
40 X 100	\$2500
40 X 180	\$4500
LIGHTS	\$80

KITCHEN EQUIPMENT

FRYERS	\$200
CONVECTION OVEN	\$400
BBQ GRILL	\$150
FLAT GRILL	\$190
COOLERS	\$25
COFFEE MAKERS	\$40
SHEET PANS	\$8
CHAFING DISHES	\$25
GENERATORS & REFRIGERATED TRUCKS	AVAILABLE ON REQUEST

ICE (BY PALLET ONLY)	40 lb	\$7.50	48 per pallet
CLEANING SERVICES	7 lb	\$2	288 per pallet

\$22 PER HOUR PER STAFF MEMBERS  
RECOMMENDED 1 PER EVERY 50

JUNIOR'S CATERING MENU PRICES

BULK MEALS            BREAKFAST    \$8       LUNCH            \$15       DINNER \$18

INDIVIDUAL MEALS    ADD 25%

MEALS COME W/ 1 DRINK, PLATE, and CUTLERY & DESSERT

DELIVERY NOT INCLUDED

MEALS CONSIST OF ONE ENTRÉE, 2 SIDES, BREAD & DESSERT

2 ENTRÉE BUFFET	ADD \$3
3 ENTRÉE BUFFET	ADD \$5

SNACKS        1 DRINK 1 SNACK        \$3.50 PER PERSON

UNLIMITED DRINK AND SNACK BAR        \$6.50 PER PERSON

UNLIMITED DRINK BAR        \$5 PER PERSON

\* 24 HOUR CANCELLATION POLICY IS STRONGLY SUGGESTED.  
\*TRANSPORTATION CHARGES ARE APPLICABLE FOR TRAVEL.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/17/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Southern Star Insurance Agency, Inc 8338 SW 8th Street Miami, FL 33144 Phone (305)262-2740 Fax (305)262-2647		<b>CONTACT NAME:</b> FRANCIS RODRIGUEZ <b>PHONE (A/C No. Ext):</b> (305)262-2740 <b>FAX (A/C No.):</b> (305)262-2647 <b>E-MAIL ADDRESS:</b> southernstarinsurance@gmail.com	
<b>INSURED</b> Silva Management of Miami - Alirios 7350 SW 48 Street Miami, FL 33155 (786) 413-6195		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> LANDMARK AMERICAN INS COMP A XII	<b>NAIC #</b>
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO JECT</b> <input type="checkbox"/> <b>LOC</b>		LBA104854-00	01/10/2012	01/10/2013	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMPIOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b> <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  (No Certificate Holder)	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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In Response to RFP-Food Concession Facilities-2011-PR-005:

**a. Letter of Transmittal**

See attached.

**b. Organizational Profile**

Junior Silva - Chef/Owner

Miguel Diaz de la Portilla- Becker-Poliakoff Attorney

Natalie Silva - VP Finance & Administration-Staffing Director

Dayron Alfonso - Operations Manager

Yoan Hernandez-On Site Chef/Manager

Richard Duran - Sous Chef/Purchasing Coordinator

Alirio's Inc. is the parent establishment. Silva Management is the subsidiary. Juniors Catering is the "Doing Business As".

JC is a full-scale catering, concessions and event management company located in Miami-Dade County. Over the years JC has specialized in municipal concessions work. In the past JC has been contracted by Miami-Dade County, City of Hialeah, Town of Miami Lakes, City of Coral Gables, City of Doral, City of Miami and the world famous Hialeah Park. Alirio's Inc. is a certified SBE-Small Business recognized by Miami-Dade County. JC currently employs 16 full-time staff and approximately 60 part-time staff.

In addition, we have a flourishing catering business that produces weddings, baby/bridal showers, banquets, municipal events, retirement parties and many other social functions. Since 2004, we have grown into one of the most competitive, well priced catering/concession services in the South Florida area. We have enclosed reference letters of past work history. Resume copy for Junior Silva is also enclosed.

Junior Silva, Chef/Owner has a very close relationship with all of the venues in which JC offers his services to.

**References:**

Armando de Leon, TD Bank: 305-822-0514 [armando.deleon@tdbank.com](mailto:armando.deleon@tdbank.com) 800 West 49<sup>th</sup> St

Art Tigera, Gordon Food Service, 305-607-9175, [art.tigera1@gfs.com](mailto:art.tigera1@gfs.com) 2850 NW 120<sup>th</sup> Terrace

Wally Vazquez, Jr., Freedom Fresh: 305-715-5700 [wvazquezjr@freedomfresh.com](mailto:wvazquezjr@freedomfresh.com) 8901 NW 33<sup>rd</sup> St

Arnie Alonso, City of Hialeah: 305-389-9631 [arnie@cityofhialeah.gov](mailto:arnie@cityofhialeah.gov) 501 Palm Ave

Jesus Palacios, City of Doral: 305-593-6725 [jesus.palacios@cityoforal.com](mailto:jesus.palacios@cityoforal.com) 5300 NW 53<sup>rd</sup> St

Miguel Alvarez, Don Camaron: 305-519-8474 [miguel@doncamaron.com](mailto:miguel@doncamaron.com) 501 NW 37<sup>th</sup> Ave

**c. Scope of Work**

JC has a vision of providing high quality snacks and meals at reasonable prices that guests of all ages enjoy. Due to JC's ability to prepare fresh items, which appeal to the consumer, it in turn has a positive effect on sales. Consumers feel their purchase is well-prepared, inexpensive and of course delicious. Also, JC has the ability to continuously evolve the menu by using local produce and ingredients making the casual dining experience much more attractive to the guests of Palmetto Bay Parks and Community Center. Additionally, we place an emphasis on healthier dining options. Since all the equipment is portable, we will have the ability to set up in different locations to best suit the patrons. JC would request the use of secure storage room for dry goods and supplies.

Proposed Menu (not limited to):

**Proposed Menu**

**Drinks**

20oz Bottled Water \$2

20oz Coke, Diet Coke, Sprite, Iced Tea, Orange Soda, Gatorade (Fruit Punch, Orange, Lemon Lime, Berry) \$2

**Energy Drinks**

Frozen Lemonade \$3

Coffee, Espresso \$1

Fresh Fruit Smoothies \$3

**Snacks**

French Fries \$2.50

Sweet Potato Fries \$3

Mozzarella Cheese Sticks \$3

Onion Rings \$2

Nachos w/ Cheese & Salsa \$3

Popcorn \$1

Plantain Chips \$2 (made fresh @ facility)

Potato Chips (baked) \$1

Ice Cream \$1-\$2

Cookies \$1

Pastelitos (Cheese, Meat, Cheese & Guava) \$0.50-\$0.75

Empanadas \$1

Pickled Eggs & Sausage \$0.75

Yogurt, Granola & Fruit Parfaits \$3

Seasonal Fresh Fruit Cups \$2-\$4

Granola Bars \$1

Cereal Bars \$1

Apples, Oranges (individual) \$0.75-\$1

### **Food**

Deli Sandwiches \$4-\$5

Wraps \$5-\$6

Pizza \$4-\$5

Stromboli \$5-\$6

Calzone \$5-\$6

Black Angus Hamburgers \$4

Footlong All-Beef Hotdogs \$3

Grilled Sausage \$5

Steak Sandwiches \$4-\$5

Crispy Chicken Sandwiches \$4

Chicken Wings \$4

Chicken Tenders \$4

Arepas \$3

Tequenos \$2

**Sundries**

Suntan Oil \$5

Suntan Lotion/Sunscreen \$5

Sun Visors/Hats \$7

Towels (Rental or Sale) \$2 Rental/ \$10 Purchase

Chap Stick \$2

Disposable Sandals \$5

T-Shirts w/ Logo \$10

Aspirin \$2

Alka-Seltzer \$2

Aleve \$2

Tylenol \$2

*Feminine Hygiene Products \$2*

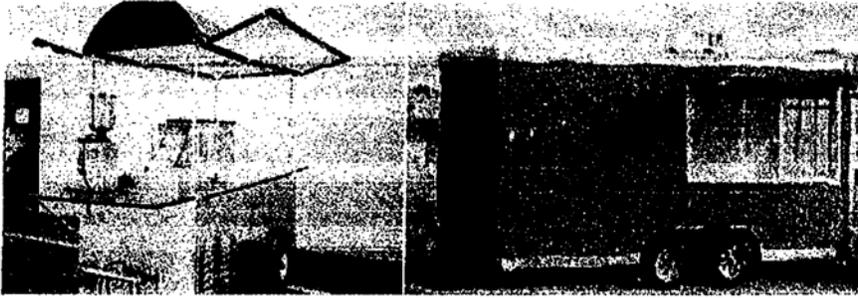
JC owns and operates numerous mobile concession units that can accommodate the facilities in the Village of Palmetto Bay. In addition, we also own a mobile trailer that can be used during the high season (seasonally) to accommodate the number of guests. These concession stands come with portable water, electricity, propane, storage areas and can provide a high variety of food items that can be sold.

JC, at its main location, has a full commissary kitchen with the ability to prepare 2,500 meals in an 8 hour shift. Additionally, JC owns the following equipment: Warming Cambro, Electric Warming Cabinets, Tables, Tents, Generators, Propane Fryers, Grills, Coolers, 7 Ton Ice Machine, Refrigeration, Freezers, Espresso Machines and much more.

Enclosed we have attached a copy of 2012 Juniors Catering Hurricane Preparedness Plan. We are proud to say that JC was chosen by the following to engage in past activations: Miami-Dade County, MD-Fire Rescue, MD-Police, MD Water & Sewer, MD Solid Waste, City of Miami, City of Doral, City of Hialeah, City of Coral Gables, Town of Medley and Town of Miami Lakes.

Proposed hours of operation are to remain flexible. We will adjust accordingly depending on weather conditions, attendance and events. Whenever there are games, tournaments and/or extracurricular events.

Monday-Friday 3pm-8pm, Saturday & Sunday 10:30am-5:00pm



#### **d. Compensation**

JC proposes to compensate the Village of Palmetto Bay accordingly:

Coral Reef Park and Palmetto Bay Park

\$150,000 and \$175,000-7% of gross sales

\$175,000 and \$200,000-8% of gross sales

\$200,000 and up-10% of gross sales

Ludovici Park & Community Center

\$50,000 and \$75,000-5% of gross sales

\$75,001 and \$100,000-5% of gross sales

\$100,001 and up-5% of gross sales

JC is willing to adjust the commission schedule after year one due to the fact that there were no revenue figures provided by the village. JC proposes to raise the commission a minimum of 2% and maximum of 5% after one calendar year. 2 months deposit is standard.

#### **Experience**

City of Hialeah- Milander Stadium

Town of Miami Lakes-Royal Oaks Park

Miami-Dade County-Variou-MD Police, MD Parks, MD Fire, MD Office of Emergency Management

City of Doral- Morgan Levy Park, Doral Meadows Park, JC Bermudez Park

Hialeah Park

City of Coral Gables-4th of July @ Biltmore Hotel

Juniors Catering & Gourmet Lunch Kitchen

### Additional Proposal Services

- JC proposes to use a current Coca-Cola agreement between JC and Coca-Cola that provides better pricing than the agreement in place with the village.
- JC requests the ability to sell Gatorade products.
- JC would like to have the option of adding the services of 2 vending machines at each of these locations.
- JC would like to request the ability to use a golf cart on each facility. These parks are large in area and would need to have the ability to sell drinks/snacks in a portable setting.
- JC will perform regular maintenance on all equipment. JC asks that all equipment be inspected and signed over in good working order.
- JC will provide regular janitorial and exterminator services.
- JC asks that the village provide "reasonable security" measures to ensure that none of its inventory and equipment is damaged and/or results in missing items-theft.
- JC will make reasonable investments into portable equipment for Palmetto bay Park to be able to increase revenue on certain food items such as: Table-top electric fryer, Ice Cream display freezer, Electric griddle, etc.

#### **f. Additional Data**

JC has enclosed several reference documents, letters of reference, pricing, menus, emergency plans, resume of Junior Silva, copy liability insurance, copy of current licenses.

#### **g. Insurance and Licensing Requirements**

See attached.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; SUPPORTING THE MIAMI-DADE COUNTY PROPOSED ORDINANCE (FILE NO: 120044); URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO APPROVE AND SUPPORT THIS IMPORTANT LEGISLATION; PROVIDING AN EFFECTIVE DATE. [Sponsored by Councilman Howard Tendrich]**

**WHEREAS**, the Mayor and Village Council recognize that the Village of Palmetto Bay is impacted significantly by Miami-Dade County’s Planning, Zoning, and County Comprehensive Development Master Plan (CDMP) policy; and,

**WHEREAS**, the Village is aware that Miami-Dade County is under increasing pressure to extend the Urban Development Boundary (UDB) further south and west in order to allow greater, and sometimes intense, development activities to occur; and,

**WHEREAS**, the Village is concerned that the proposed extension of the UDB will result in significant negative impacts for both the Village and the entire region, including increased traffic; inadequately funded or unfunded increased costs for the provision of potable water, waste water, storm water, schools, parks and open space; and county and municipal services, including, but not limited to police, fire, and social services; and,

**WHEREAS**, the Mayor and Village Council call upon Miami-Dade County to support County Commissioner Xavier Suarez’ proposed Ordinance (File Number 12004) concerning a moratorium on expansion of the UDB.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA;**

Section 1. The above-referenced whereas clauses are incorporated by reference into this resolution.

Section 2. The Village of Palmetto Bay hereby advises the Board of County Commissioners in and for Miami-Dade County that the Village opposes any change to the Urban Development Boundary at this time, and urges Miami-Dade County to adopt the proposed Legislation.

Section 3. The Village Clerk shall provide executed copies of this resolution to the Mayor of Miami-Dade County, each member of the Miami-Dade Board of County Commissioners, as well as each municipal clerk in Miami-Dade County for the purpose of distributing copies to members of their respective governing councils.

1 PASSED and ADOPTED this \_\_\_\_\_ day of March, 2012.

2  
3  
4 Attest: \_\_\_\_\_

5 Meighan Alexander  
6 Village Clerk

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

7  
8  
9  
10 APPROVED AS TO FORM:

11 \_\_\_\_\_  
12  
13 Eve A. Boutsis  
14 Village Attorney

15  
16  
17 FINAL VOTE AT ADOPTION:

18 Council Member Patrick Fiore \_\_\_\_\_

19 Council Member Howard Tendrich \_\_\_\_\_

20 Council Member Joan Lindsay \_\_\_\_\_

21 Vice-Mayor Brian W. Pariser \_\_\_\_\_

22 Mayor Shelley Stanczyk \_\_\_\_\_



## Miami-Dade Legislative Item File Number: 120044

Printable PDF Format

**File Number:** 120044    **File Type:** Ordinance    **Status:** In Committee  
**Version:** 0    **Reference:**    **Control:** Infrastructure and Land Use Committee

**File Name:** CDMP AMEND SEC 2-116.1 PROVID APPL UDB **Introduced:** 1/9/2012

**Requester:** NONE    **Cost:**    **Final Action:**

**Agenda Date:** 2/7/2012 **Agenda Item Number:** 4C

**Notes: Title:** ORDINANCE RELATING TO THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP); AMENDING SECTION 2-116.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING CERTAIN APPLICATIONS TO AMEND THE URBAN DEVELOPMENT BOUNDARY OR URBAN EXPANSION AREA BOUNDARY MAY NOT BE FILED UNTIL 2015; PROVIDING SEVERABILITY, INCLUSION IN AND EXCLUSION FROM THE CODE, AND AN EFFECTIVE DATE

**Indexes:** AMENDING CODE    **Sponsors:** Xavier L. Suarez, Prime Sponsor  
 CDMP  
 URBAN DEVELOPMENT BOUNDARIES

**Sunset Provision:** No    **Effective Date:**    **Expiration Date:**  
**Registered Lobbyist:** None Listed

### Legislative History

Acting Body	Date	Agenda Item	Action	Sent To	Due Date	Returned	Pass/Fail
Board of County Commissioners	2/7/2012		Tentatively scheduled for a public hearing	Infrastructure and Land Use Committee	3/14/2012		
Board of County Commissioners	2/7/2012	4C	Adopted on first reading		3/14/2012		P

**REPORT:** The foregoing proposed ordinance was adopted on first reading and set for a public hearing before the Infrastructure and Land Use Committee on Wednesday, March 14, 2012, at 2:00 PM.

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County Attorney	1/9/2012	Referred	Infrastructure and Land Use Committee	3/14/2012
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County Attorney	1/9/2012	Assigned	Craig H. Collier
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## Legislative Text

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### TITLE

ORDINANCE RELATING TO THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP); AMENDING SECTION 2-116.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING CERTAIN APPLICATIONS TO AMEND THE URBAN DEVELOPMENT BOUNDARY OR URBAN EXPANSION AREA BOUNDARY MAY NOT BE FILED UNTIL 2015; PROVIDING SEVERABILITY, INCLUSION IN AND EXCLUSION FROM THE CODE, AND AN EFFECTIVE DATE

### BODY

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 2-116.1 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

Sec 2-116.1. Amendment procedure for Comprehensive Development Master Plan.

\* \* \*

(2) Application. Except as specifically provided below for applications pursuant to an emergency, pursuant to a compliance agreement, pursuant to a State statutory requirement, or pursuant to a concurrently requested development of regional impact (DRI) development order or change to an existing DRI development order, or for applications relating to reuse of military bases pursuant to Chapter 288, F.S., any request for amendments, modifications, additions or changes to the Comprehensive Development Master Plan shall be submitted to the Miami-Dade County Department of Planning and Zoning during the period between April 1 and April 30 inclusive (hereinafter April period), and during the period between October 1 and October 31 inclusive (hereinafter October period), in each year only in accordance with the following provisions:

(a) Applications requesting amendment to the Urban Development Boundary (UDB) or to the Urban Expansion Area (UEA) boundary depicted on the Land Use Plan map, or to the land use classification of land located outside of said Urban Development Boundary may be filed only during the April period in odd numbered years. >>It is provided, however, that no application shall be filed to amend either the UDB or UEA boundary until the April period of 2015. Notwithstanding the forgoing,<< [[T]] >>t<>Sustainability,<< Planning and [[Zoning]] >>Economic Enhancement Department<< may [[also]] file applications requesting amendments to the UDB, UEA or to the land use classification of land located outside of said UDB for processing during either or both the April or October period during those years that an evaluation and appraisal report is adopted pursuant to Section 2-116, Code of Miami-Dade County, provided that the amendments proposed in said applications are suggested in the adopted evaluation and appraisal report. If a filing period is in effect on the date of adoption of an EAR, it shall be extended as necessary to provide a fifteen-business day filing opportunity. The

>>Sustainability,<< Planning and >>Economic Enhancement Department<< Director may also file applications requesting amendments to the UDB, UEA or to the land use classification of land located outside of said UDB during the April or October filing period immediately preceding and immediately following adoption of an Evaluation and Appraisal Report.

\* \* \*

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this

1 Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

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## MEMORANDUM

Agenda Item No. 4(C)

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**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

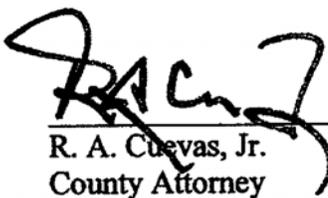
**DATE:** February 7, 2012

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Ordinance relating to the  
CDMP; amending Section  
2-116.1 of the Code, providing  
certain applications to amend  
the Urban Development  
Boundary or Urban Expansion  
Area boundary may not be filed  
until 2015

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The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/jls



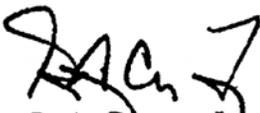
# MEMORANDUM

(Revised)

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**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** February 7, 2012

  
**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 4(C)

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Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor

Agenda Item No. 4(C)

Veto \_\_\_\_\_

2-7-12

Override \_\_\_\_\_

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

ORDINANCE RELATING TO THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP); AMENDING SECTION 2-116.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING CERTAIN APPLICATIONS TO AMEND THE URBAN DEVELOPMENT BOUNDARY OR URBAN EXPANSION AREA BOUNDARY MAY NOT BE FILED UNTIL 2015; PROVIDING SEVERABILITY, INCLUSION IN AND EXCLUSION FROM THE CODE, AND AN EFFECTIVE DATE

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 2-116.1 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:<sup>1</sup>

**Sec 2-116.1. Amendment procedure for Comprehensive Development Master Plan.**

\* \* \*

(2) *Application.* Except as specifically provided below for applications pursuant to an emergency, pursuant to a compliance agreement, pursuant to a State statutory requirement, or pursuant to a concurrently requested development of regional impact (DRI) development order or change to an existing DRI development order, or for applications relating to reuse of military bases pursuant to Chapter 288, F.S., any request for amendments, modifications, additions or changes to the Comprehensive Development Master Plan shall be submitted to the Miami-Dade County Department of Planning and Zoning during the period between April 1 and April 30 inclusive (hereinafter April period), and during the period between October 1 and October 31 inclusive (hereinafter October period), in each year only in accordance with the following provisions:

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\* \* \*

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

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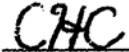
Section 4. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this

PASSED AND ADOPTED:

Approved by County Attorney as  
to form and legal sufficiency:



Prepared by:



Craig H. Coller

Prime Sponsor: Commissioner Xavier L. Suarez

S-