Memorandum

MIAMI-DADE COUNTY

Date: September 10, 2010

Agenda Item No. 8(P)(1)(E)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Joint Participation Agreement Between Miami-Dade County and the Town of Medley to Provide Funding in the Amount of $983,003 for the Design, Right-of-Way Acquisition, and/or Construction of an Elevated Intersection at NW 107 Avenue and NW 122 Street

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RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing execution of a Joint Participation Agreement (JPA) between Miami-Dade County and the Town of Medley (Town) to reimburse the Town for the design, acquisition of right-of-way, and/or construction of an elevated intersection (flyover ramp) at NW 107 Avenue and NW 122 Street (the Project). The Agreement provides up to $983,003 in funds from Road Impact Fee (RIF) District 1.

SCOPE

The Project to be constructed is within the municipal boundaries of the Town of Medley, in Commission District 12.

FISCAL IMPACT/FUNDING SOURCE

The total cost of the Project is estimated at $7,500,000. The County's contribution to the Project is up to $983,003 and will be provided by RIF District 1. The balance of Project costs will be the responsibility of the Town. The Town shall be solely responsible for maintenance and operations upon construction completion of the Project.

TRACK RECORD/MONITOR

The County will utilize the resources of the Town to design, acquire right-of way, and/or construct the Project on a reimbursable basis. Disbursement of County funds to the Town shall be based upon Town submissions with certified copies of paid consultant or contractor invoices. The Project will be assigned to Mr. Miguel Riera, P.E., Section Head, Highway Division Plans Review Section, Miami-Dade County Public Works Department (PWD), for the review of design submissions. Mr. Bassam Moubayed, CFM, Chief, Construction Division, will oversee construction inspections conducted by Public Works Department (PWD) staff, before release of funds is recommended.

The work covered under this JPA has been analyzed by the County's Review Committee (RC). The RC has recommended a twenty-eight percent (28%) Community Business Enterprise (CBE) Subconsultant Goal in the design phase of the Project, and a six percent (6%) Community Small Business Enterprise (CSBE) Subcontractor Goal for the construction phase. Should the Town obtain federal funds for the Project, it will be required to abide by federal regulations, and County

measures will not be applicable. Therefore, as part of this JPA, the Town agrees to comply with applicable federal regulations should the Project involve the expenditure of federal funds. The Town will be responsible for establishing a Disadvantaged Business Enterprise (DBE) goal for this Project as per federal regulations.

BACKGROUND

The County will assist the Town in expediting the construction of an elevated intersection at NW 107 Avenue and NW 122 Street. This would provide a critically needed flyover ramp over the Florida East Coast (FEC) rail crossing and allow continuous ingress and egress from the Pan American North Business Park (Park), a major development in the Town of Medley.

An elevated intersection is being contemplated at this location due to the fact that there were and continue to be, numerous times during the course of the work day that FEC trains block rail crossings, adversely affecting truck movements and numerous employee vehicle trips in and out of the Park. This Project will also provide enhanced accessibility by police, fire, emergency medical service and other public safety vehicles, and will accommodate the increased traffic flow that will be generated by future development.

On February 2, 2010, the BCC approved Resolution No. R-1162-09, authorizing a transfer of jurisdiction to the Town of Medley, for a portion of NW 122 Street between NW 107 Avenue to NW 117 Avenue, in order to secure a portion of the right-of-way needed for the project under the same jurisdiction.

Construction plans are being prepared by the Town and they have agreed to bid and construct the Project. The RIF funds being committed by the County are intended to be supplemented with a proposed Special Assessment District to be created by the Town, and the addition of possible state and/or federal grants that are being applied for by the Town.

On May 3, 2010, the Medley Town Council approved this JPA. The Town will implement a Public Involvement Plan (PIP) to provide information to property owners, tenants, and area residents for major work to be performed in the area. It has previously held a public presentation in August 2007. The design criteria of the Project are substantially complete, and the Town anticipates publishing a Request for Proposal (RFP) for a design/build team(s) to submit proposals in the near future.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: September 10, 2010

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

SUBJECT: Agenda Item No. 8(P)(1)(E)

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
Veto _____
Override _____

Agenda Item No. 8(P)(1)(E)
9-10-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MEDLEY TO PROVIDE FUNDING IN THE AMOUNT OF $983,003 FOR THE DESIGN, RIGHT-OF-WAY ACQUISITION, AND/OR CONSTRUCTION OF AN ELEVATED INTERSECTION AT NW 107 AVENUE AND NW 122 STREET; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, both the Town of Medley and Miami-Dade County wish to facilitate an elevated intersection at NW 107 Avenue and NW 122 Street,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves this Joint Participation Agreement between Miami-Dade County and the Town of Medley, providing up to $983,003 to the Town for eligible expenses, in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of September, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. HB

Hugo Benitez

JOINT PARTICIPATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MEDLEY
ELEVATED INTERSECTION AT NW 107 AVENUE AND NW 122 STREET

This AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the TOWN OF MEDLEY, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Town", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, both parties herein wish to facilitate the construction of a road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

The design, right-of-way acquisition, and/or construction of an elevated intersection (flyover ramp) at NW 107 Avenue and NW 122 Street; and

WHEREAS, the County wishes to utilize the resources of the Town to design, acquire right-of-way, contract, and/or construct the Project, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:

1. **RESPONSIBILITIES OF TOWN**:

1.1. **Design**: The Town will secure, engineering design and consulting services from qualified firms to develop the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation, County, and/or Town, as applicable, design criteria, to the satisfaction of the County's Public Works

Director or designee. The Town's design consultant shall be made available to County to review shop drawings and perform required post-design services, limited to project design. The County agrees that the selection, retention and discharge of the design consultant shall be the responsibility of the Town in accordance with applicable laws and Town procedures. Notwithstanding any provision to the contrary, the Town shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement. Prior to the advertisement to solicit design services from qualified firms, the Town will contact the County's Public Works Contracts and Specifications Section to ensure this compliance.

1.2. **Permits and Approvals**: During the course of the design, the Town shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The Town shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Town shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The Town shall not pay for any permits required by the Miami-Dade County Public Works Department.

1.3. **Right-of-Way**: The Town shall acquire any right-of-way that is required to complete the construction of the Project. The parties agree that eligible costs for right-of-way acquisitions will be limited to the direct land purchase only, and will not include any soft costs associated with the acquisition process.

1.4. **Public Information and Involvement**: The Town will implement a Public Involvement Plan (PIP) during the design and construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the project stakeholders will be used to develop the goals and objectives to implement the PIP. The Town shall submit a copy of the PIP to the County Public Works Director for review and concurrence.

Projects that exceed $1,000,000 in construction costs shall comply with the process and guidelines for the preparation and implementation of PIPs as established by Implementing Order 10-13.

1.5. **Accounting**: The Town shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The Town agrees to permit the County auditors to inspect the books, records and accounts of the Project for three (3) years after completion of the Project. These records shall be made available to the County for inspection within fifteen (15) Town of Medley business days upon written receipt of a written request from the County.

1.6. **Construction**: The Town shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The Town may award the contract through any available lawful means which, in

the Town's discretion, affords the most competitive price for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing Town contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the Town shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement. Prior to the advertisement to solicit a licensed contractor to construct the Project, the Town will contact the County's Public Works Contracts and Specifications Section to ensure this compliance.

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and Town as joint obligees or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base amount of the contract, unless otherwise approved by designated representatives of the County and Town. The commitment for the expenditures of any contingency funds shall not be made by the Town without the prior written approval of the County Public Works Director.

Subsequent to the evaluation of bids or proposals by the Town and the Town's determination of the most advantageous bid or proposal, the Town

shall provide said evaluation to the County Public Works Director for review and approval. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County Public Works Director. If a written comment or approval are not received by the Town from the County's Public Works Director within sixty (60) County business days, than final approval of the contractor and final commitment of County funds shall be deemed to have been granted. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the Town.

1.7. **Claims and Change Orders**: The Town shall notify the County Public Works Director in writing when claims or change orders arise. The Town shall also invite the County to participate in negotiations of these claims and change orders. The County shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the Town.

1.8. **Construction Administration and Inspection**: The Town shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Town may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County Public Works Director, or designee, shall have final authority subsequent to an independent final inspection by the County. The

Town's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The Town shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the Town and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Public Works Director or designee.

1.9. **Maintenance**: The Town shall be solely responsible for maintenance upon construction completion of the Project.

2. **RESPONSIBILITIES OF COUNTY**:

2.1. **Funding Amount, Reimbursement of Project Costs**: The Project is currently estimated to cost $7,500,000. The County agrees to provide funds up to $ 983,003 for eligible costs, as defined herein, incurred by the Town for the design, right-of-way acquisition, and/or construction of the Project. The County shall disburse to the Town funds for the Project in the manner set forth in this Section. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by the Board of County Commissioners.

2.2. **County Payments of Project Costs**: The County funds provided for eligible costs as defined herein, incurred for the design, right-of-way acquisition, and/or construction of the Project are specified below:

Funding Amount	Funding Source	County Fiscal Year of Commitment
$ 983,003	Road Impact Fee District 1	2009-2010

2.3. **Project Cost Adjustments**: The amount contributed by the County is based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced cost may be required in the future and that at the option of the parties, amendments may be entered into to revise the funds available for the Project. Provided that there is no increase in the amount of County funds required as stated in Section 2.1, amendments may be executed by the Town Mayor and the County Mayor or County Mayor's designee without the need for approval by the Town Council and County Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

3. **ELIGIBLE COSTS**: The parties agree that only the below identified costs that may be incurred by the Town that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the Project elements that are the standard items normally provided for by the County in County roadway projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The County shall not be assumed to be liable to provide reimbursement for the design, construction or maintenance of such items that do not conform to this section of the Agreement. If enhancements to standard items are constructed in this Project, the Town may request County reimbursement only to a maximum amount corresponding to that which would be expended in

providing the normal standard version of that item for a project of the same scope. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

4. **SCHEDULE AND MANNER OF REIMBURSEMENTS**: Upon execution, the Town shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the Town shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County Public Works Director. Quarterly disbursement of County funds to the Town shall be based upon Town invoices with certified copies of paid contractor estimates attached and shall not include any other charges. The quarterly submittal for invoice shall also include a certified copy of payment to Sub-Contracted firms.

5. **COMPLIANCE WITH LAWS**: The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

6. **BUSINESS PROGRAM COMPLIANCE AND OVERSIGHT**: Whenever County funds are used, the Town agrees to comply with applicable County regulations including but not limited to the Community Small Business Enterprise (CSBE) Program, Community Business Enterprise (CBE) Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, the Town agrees to abide by the applicable

contract measure recommendation(s) established by the Department of Small Business Development Project Worksheet for the participation of specified business entities and/or trades, and for CWP requirements, as administered by the County's Department of Small Business Development (SBD). SBD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Code.

6.1. **Federal Funds**: Should federal funds for this Project be received prior to, during; or, after execution of this Agreement, County measures are not applicable, and the Town agrees to comply with applicable federal regulations including but not limited to the Disadvantaged Business Enterprise (DBE) Program and Davis-Bacon Act wage rates. The Town agrees to abide by the applicable regulations and requirements established by Title 49 Code of Federal Regulations Part 26 (49 CFR 26) for DBE participation of specified business entities and for applicable requirements, as administered by the Town. The Town is responsible for compliance oversight and enforcement in accordance with 49 CFR 26.

7. **TERMINATION AND DEFAULT**: If the Town fails to issue a Notice to Proceed (NTP) for the construction of the Project by September 2012, the County shall have the option of (a) immediately terminating the Agreement, or (b), notifying the Town of a requirement that a NTP for the construction of the Project be issued by a new date to be set by the County. If the County elects to terminate the Agreement due to the Town's failure to issue a NTP by a designated date, the funds provided in Section

2.1 for this Project will become available to be redirected for any expenditure within Road Impact Fee District 1 that the County shall determine.

8. **INDEMNIFICATION**: To the extent authorized by Florida law, the Town hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section §768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the Town, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the Town to the extent of all the limitations included in Section §768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Town for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the Town to perform the work, the Town shall, upon written request by the County, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the Town pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The Town agrees to cooperate fully with the County in the prosecution of any such claim or action.

Any damage recovered by the County which is attributable to an expenditure by the Town shall be returned to the Town by the County, within sixty (60) business days of receipt.

9. **DISPUTE RESOLUTION, APPLICABLE LAW**: The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida.

10. **ENTIRE AGREEMENT, AMENDMENTS**: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

11. **JOINT PREPARATION**: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the

preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

12. **SEVERANCE**: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the Town or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

13. **NOTICES**: Any and all notices required to be given under this agreement shall be sent by first class mail, addressed as follows:

To the County:

Attention: Esther L. Calas, P.E.
Director, Miami-Dade County Public Works Department
111 NW First Street, Suite 1640, Miami, Florida 33128
(305) 375-2960

To the Town:

Attention: Ramon Rodriguez, Mayor, Town of Medley
7777 NW 72 Avenue, Medley, Florida 33166
(305) 887-9541

Copies to: Melvin Wolfe, Town Attorney, Town of Medley
7777 NW 72 Avenue, Medley, Florida 33166
(305) 887-9541 ext. 163

Heriberto Cabrera, Director, Public Works Dept., Town of Medley
7777 NW 72 Avenue
Medley, Florida 33166
(305) 889-1915

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

BY: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA,
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency _____
County Attorney

ATTEST:

BY: _____
Herlina Taboada
Town Clerk

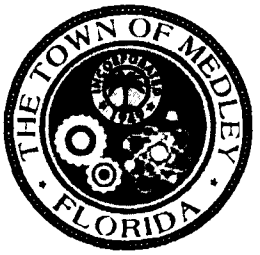
(Affix Town Seal)

Town of Medley, a Municipal
Corporation of the State of Florida

BY: _____
Ramon Rodriguez
Town Mayor

Approved by Town Attorney
as to form and legal sufficiency _____
Melvin Wolfe
Town Attorney

7777 N.W. 72nd Avenue
Medley, Florida 33166-2213



Town Clerk
Herlina Taboada

(305) 887-9541 - Ext. 112
Fax: (305) 884-4827

"The Perfect Location for Industrial Development"

CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR MEETING OF MAY 3, 2010 OF THE TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA.

TOWN OF MEDLEY, FLORIDA

BY: Herlina Taboada
HERLINA TABOADA, TOWN CLERK

MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL

OF THE TOWN OF MEDLEY, FLORIDA

MAY 3, 2010

A regular meeting of the Town Council was called to order on May 3, 2010 at 7:00 p.m. The following were present:

MAYOR:	RAMON RODRIGUEZ
VICE-MAYOR:	GRISELIA DIGIACOMO
COUNCIL MEMBERS:	CARLOS BENEDETTO (ABSENT) ROBERTO MARTELL MARY TANNER
TOWN CLERK:	HERLINA TABOADA
ASST. TOWN CLERK:	MARY Y. TAYLOR
TOWN ATTORNEY:	MELVIN WOLFE
TOWN FINANCE DIRECTOR:	ROY DANZIGER

The Invocation was given by Mayor Rodriguez and the pledge of Allegiance to the Flag of the United States was recited by the Council and audience.

The minutes of the regular meeting of April 5, 2010 were discussed and approved.

The request by Investcap, Inc. dba Ecoripe Tropicals to obtain a Business Tax Receipt to store fresh fruits and vegetables at 8190 N.W. 84 Street was the first item on the agenda. Town Attorney Melvin Wolfe stated that the applicant had called the Town Clerk and asked that the matter be moved to the next regular council meeting and they were informed that they needed to reapply if they wanted to come before council again. After a brief discussion Vice-Mayor Digiacomo moved as follows:

"TO REMOVE THE ITEM FROM THE AGENDA."

Councilperson Tanner seconded the motion and it was carried unanimously.

The request by Surreal Image Studios, Inc. to obtain a Business Tax Receipt for a television production studio at 12605 N.W. 115 Avenue, Unit B-101 was then discussed. Since no one was present Councilperson Tanner moved as follows:

"TO REMOVE THE ITEM FROM THE AGENDA."

Vice-Mayor Digiacomo seconded the motion and it was carried unanimously.

The request by Harry Camejo from Petroven, Inc. to obtain a Business Tax Receipt to operate a detail car wash facility at 10190 N.W. 116 Way was then discussed. Since no one was present. Vice-Mayor Digiacomo moved as follows:

"TO REMOVE THE ITEM FROM THE AGENDA."

Councilperson Tanner seconded the motion and it was carried unanimously.

The request by Yayme Martinez from Sunshine International Truck Sales, Corp. to obtain a Business Tax Receipt to operate a dealer to sell trucks and trailers at 9498 N.W. South River Drive was then discussed. Since no one was present Vice-Mayor Digiacomo moved as follows:

"TO REMOVE THE ITEM FROM THE AGENDA."

Councilperson Martell seconded the motion and it was carried unanimously. Mayor Rodriguez then asked Sal Annese to go by to see if they are doing business.

The request by Orlando Sarrias from The World of Trucks LLC to obtain a Business Tax Receipt to operate a truck dealer at 10125 N.W. 87 Avenue was then discussed. Since no one was present Councilperson Tanner moved as follows:

"TO REMOVE THE ITEM FROM THE AGENDA."

Councilperson Martell seconded the motion and it was carried unanimously. Mayor Rodriguez asked Sal Annese to go by there to see if they are doing business.

A second reading by title only Ordinance C-329 was read by Town Attorney Melvin Wolfe. Vice-Mayor Digiacomo moved to adopt this Ordinance on second reading by title only. Councilperson Tanner seconded the motion and the following votes were cast:

Councilperson Martell:	No
Vice-Mayor Digiacomo:	Yes
Mayor Rodriguez:	Yes
Councilperson Benedetto:	Absent
Councilperson Tanner:	Yes

The motion was carried by majority vote.

Yayme Martinez from Sunshine International Truck Sales, Corp. walked in late but Mayor Rodriguez then asked that her to come up to the podium. She stated that she will be doing sales, hours of operation Monday to Friday 9:00 to 5:00 and Saturday 10:00 a.m. to 4:00 p.m. She has approximately 8 to 15 trucks. Councilperson Tanner moved as follows:

"TO RE-PLACE ITEM BACK ON AGENDA."

Vice-Mayor Digiacomo seconded the motion and it was carried unanimously.

A second motion by Vice-Mayor Digiacomo as follows:

" TO ACCEPT HER STATEMENT INTO THE RECORD AS PART OF HER REQUEST FOR A BUSINESS TAX REQUEST."

Councilperson Martell seconded the motion and it was carried unanimously. After a brief discussion Councilperson Martell moved as follows:

"TO GRANT A BUSINESS TAX RECEIPT TO SUNSHINE INTERNATIONAL TRUCK SALES, CORP. LOCATED AT 9498 N.W. SOUTH RIVER DRIVE SUBJECT TO: FIRE DEPARTMENT INSPECTION AND APPROVAL; DERM INSPECTION AND APPROVAL; SIGNED COPY OF THE LEASE BETWEEN APPLICANT AND LANDLORD; PROPER CORPORATE PAPERS SHOWING APPLICANT IS A VALIDLY EXISTING CORPORATION IN THE STATE OF FLORIDA; DERM APPROVAL THAT APPLICANT HAS ADA COMPLIANT RESTROOMS; ADEQUATE PARKING FOR CUSTOMERS INCLUDING PERSONS WITH HANDICAPS AND ALSO ADEQUATE ON-SITE PARKING FOR THE TRUCKS APPLICANT WISHES TO SELL; NO REPAIRS, MAINTENANCE, FLUID CHANGES OR BRAKE JOBS OR ANY OTHER BODY WORK OF ANY KIND OR NATURE PERMITTED ON THE SITE; NO PAINTING; STRICTLY FOR THE SALE OF TRUCKS; PROVIDE LETTER FROM AN ENGINEER INDICATING THAT THERE IS ADEQUATE DRAINAGE ON THE SITE TO COMPLY WITH THE STATUTES THAT REQUIRE ALL OF APPLICANT'S STORMWATER IS RETAINED ON SITE."

Vice-Mayor Digiacomo seconded the motion and it was carried unanimously.

Orlando Sarrias from The World of Trucks LLC came in late. Vice-Mayor Digiacomo moved as follows:

"TO RE-PLACE BACK ON AGENDA."

Councilperson Tanner seconded the motion and it was carried unanimously. Thereafter, owner Alberto Bello and tenant Orlando Sarrias appeared before council asking to operate a truck dealer facility at 10125 N.W. 87 Avenue. After a brief discussion Councilperson Tanner moved as follows:

"TO GRANT A BUSINESS TAX RECEIPT TO WORLD OF TRUCKS LLC. LOCATED AT 10125 N.W. 87 AVENUE SUBJECT TO: FIRE DEPARTMENT INSPECTION AND APPROVAL; DERM INSPECTION AND APPROVAL; SIGNED COPY OF THE LEASE BETWEEN APPLICANT AND LANDLORD; PROPER CORPORATE PAPERS SHOWING APPLICANT IS A VALIDLY EXISTING CORPORATION IN THE STATE OF FLORIDA; DERM APPROVAL THAT APPLICANT HAS ADA COMPLIANT RESTROOMS; ADEQUATE PARKING FOR CUSTOMERS INCLUDING PERSONS WITH HANDICAPS AND ALSO ADEQUATE ON-SITE PARKING FOR THE TRUCKS APPLICANT WISHES TO SELL; NO REPAIRS, MAINTENANCE, FLUID CHANGES OR BRAKE JOBS OR ANY OTHER BODY WORK OF ANY KIND OR NATURE PERMITTED ON THE SITE; NO PAINTING; STRICTLY FOR THE SALE OF TRUCKS; PROVIDE LETTER FROM AN ENGINEER INDICATING THAT THERE IS ADEQUATE DRAINAGE ON THE SITE TO COMPLY WITH THE STATUTES THAT REQUIRE ALL OF APPLICANT'S STORMWATER IS RETAINED ON SITE."

Vice-Mayor Digiacomo seconded the motion and it was carried unanimously.

The next item was the request by Carlos Perez from Coletta International Inc. to obtain a Business Tax Receipt for the wholesale distribution of alcoholic beverages at 10601 N.W. 122 Street. Carlos Perez and Hector Rodriguez were present with this request. Mr. Perez stated that they want to import/export and distribute beer and wine. Hours of operation will be from 8:00 a.m. to 5:00 p.m. Mondays thru Fridays. After a brief discussion Councilperson Tanner moved as follows:

"TO GRANT A BUSINESS TAX RECEIPT TO COLETTA INTERNATIONAL INC. LOCATED AT 10601 N.W. 122 STREET FOR THE IMPORTATION AND DISTRIBUTION, AT WHOLESALE LEVELS ONLY, OF WINES AND BEERS; THAT THERE BE NO WINE TASTING OR PARTIES ON THE PREMISES OF ANY KIND OR NATURE; THAT THERE BE NO CONSUMPTION OF BEER, WINE OR OTHER ALCOHOLIC BEVERAGES ON THE PREMISES; THAT THERE BE NO RETAIL SALES OF BEER AND WINE AT THE PREMISES; FIRE DEPARTMENT CERTIFICATION AND DERM CERTIFICATION; ADEQUATE PARKING FOR PERSONS WITH HANDICAPS AND REGULAR CUSTOMERS."

Vice-Mayor Digiacomo seconded the motion and it was carried unanimously.

Ernesto Vila and Don Tedias from Surreal Image Studios, Inc. came in late and asked to be heard. Vice-Mayor Digiacomo moved as follows:

"TO RE-PLACE BACK ON AGENDA."

Councilperson Martell seconded the motion and it was carried unanimously. Ernesto Vila stated that they will be doing T.V. advertisement, novelas, etc. They will operate Mondays thru Fridays 9:00 a.m. to 6:00 p.m. Sal Annese stated that they submitted plans to the County that have not yet been approved. If the County does not approve them then Medley cannot issue them a Business Tax Receipt. Town Attorney Melvin Wolfe recommended that the matter be tabled until the next regular meeting to determine the status of their permitting. After a brief discussion Councilperson Tanner moved as follows:

"TO TABLE THE REQUEST UNTIL THE NEXT REGULAR COUNCIL MEETING."

Vice-Mayor Digiacomo seconded the motion and it was carried unanimously.

The next item was the request by Annette Cuza from South Florida Medi-Waste to obtain a Business Tax Receipt as a medical waste transporter, OSHA training and pick-up service at 10671 N.W. 122 Street. Town Attorney Melvin Wolfe stated that he had met with her and that she has complied with all statutory requirements, the only matter pending is that she has to have a secure place to store the medical waste if it is not picked up that day. She stated that she has secured the area. After a brief discussion Councilperson Tanner moved as follows:

"TO GRANT A BUSINESS TAX RECEIPT TO SOUTH FLORIDA MEDI-WASTE LOCATED AT 10671 N.W. 122 STREET SUBJECT TO: COPY OF SIGNED LEASE WITH THE LANDLORD; FIRE INSPECTION CERTIFICATION; DERM INSPECTION CERTIFICATION; ISSUED BIOMEDICAL WASTE STORAGE PERMIT; COPIES OF INCORPORATION PAPERS; THAT ALL OF THE PRODUCTS WILL BE PICKED-UP BY A CERTIFIED WASTE DISPOSAL INSINERATION SERVICE AND THAT PERSONS WILL NOT BE PERMITTED TO DROP OFF BOXES OF THEIR PRODUCTS WHEN THE BUSINESS PREMISES IS CLOSED."

Councilperson Martell seconded the motion and it was carried unanimously.

The next item was the request by David Vail from Aero Components Supplies Corp. to obtain a Business Tax Receipt to sell new and used commercial aircraft parts at 8730 N.W. 99 Street. He stated that all parts will be maintained inside and there will be no repairs or maintenance of any kind. After a brief discussion Councilperson Martell moved as follows:

"TO GRANT A BUSINESS TAX RECEIPT TO AERO COMPONENTS SUPPLIES CORP. LOCATED AT 8730 N.W. 99 STREET SUBJECT TO: FIRE DEPARTMENT CERTIFICATION THAT PREMISES HAVE BEEN INSPECTED ; CERTIFICATION FROM DERM THAT THE PREMISES HAVE BEEN INSPECTED; THAT THERE BE NO REPAIRS, MAINTENANCE, OR DISMANTLING OF PARTS OR EQUIPMENT ON THE PREMISES; THAT THE BUSINESS BE FOR THE SALE OF NEW AND USED COMMERCIAL AIRCRAFT PARTS; ALL TO BE MAINTAINED IN AN ENCLOSED BUILDING; THAT ALL OTHER APPROPRIATE COUNTY CODES IN RELATION TO THIS TYPE OF BUSINESS ARE IN FULL COMPLIANCE WITH THE WRITTEN CODE; NO REPAIRS OF ANY KIND OR NATURE BE COMPLETED ON THE PREMISES."

Vice-Mayor Digiacomo seconded the motion and it was carried unanimously.

The next item was the request by Pedro Lago from Medley Mini Market, Inc. located at 7911 N.W. 72 Avenue. Pedro Lago was present with this request. Town Attorney Melvin Wolfe advised that there is a dispute as to who is the rightful owner of the business. He stated that Mr. Lago needs to provide the Town certain documentation before a BTR can be issued. Captain Jeanette Said stated that the police had been called out there fourteen (14) times for disturbances. Jose Guasch from Code Enforcement stated he spoke with the owner of the building Mr. Simon and he did not know who was the owner of the business. Town Attorney Melvin Wolfe then read a copy of a signed letter from Medley Commercial Center stating that Medley Mini Market, Inc. is a tenant since December 2007. After a brief discussion Councilperson Tanner moved as follows:

"TO GRANT A BUSINESS TAX RECEIPT TO MEDLEY MINI MARKET, INC. UNDER THE FOLLOWING CONDITIONS: RE-INSTATEMENT OF THE CORPORATION MEDLEY MINI MARKET, INC. SHOWING PEDRO LAGO AS A PRINCIPAL; SIGNED ORIGINAL LETTER FROM THE LANDLORD STATING THAT THERE IS A CURRENT LEASE IN EFFECT IN THE NAME OF MEDLEY MINI MARKET, INC. ALLOWING APPLICANT TO BE IN POSESSION OF THE PREMISES; CERTIFICATION FROM MIAMI DADE COUNTY DERM THAT THE PREMISES ARE QUALIFIED TO DO BUSINESS AS A GROCERY/MINI MARKET; APPROVAL FROM MIAMI DADE COUNTY FIRE DEPARTMENT TO CONDUCT THAT TYPE OF BUSINESS AT THE LOCATION; COMPLIANCE WITH

CONDITIONS IMPOSED BY STATE STATUTE REGARDING THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN THOSE PREMISES WHICH SPECIFICALLY PROVIDES THAT NO ONE CAN CONSUME ALCOHOLIC BEVERAGES WITHIN THE PREMISES OR THE PARKING AREA."

Councilperson Martell seconded the motion and it was carried unanimously.

The next item was the request by Sherry Melear from Seminole Precast Manufacturing, Inc. to obtain permission to place a temporary modular office at 11000 N.W. 121 Way. Sherry Melear and Brian Stanford were present with this request. After a brief discussion Councilperson Tanner moved as follows:

"TO APPROVE THE USE OF A MODULAR OFFICE ON A PORTION OF THE TARMAC PREMISES LOCATED AT 11000 N.W. 121 WAY FOR THE OPERATION OF A CONCRETE PRECAST BUSINESS BY SEMINOLE PRECAST MANUFACTURING, INC.; ALLOWING THE USE OF A MODULAR OFFICE TO BE CONNECTED TO THE TOWN'S POTABLE WATER SYSTEM THROUGH A METER AT THE FIRE HYDRANT AT THE LOCATION AND THE INSTALLATIN OF THE CONTAINMENT SEPTIC TANK FOR WASTE DISPOSAL PURPOSES ON THE PREMISES INCLUDING PROVIDING THE TOWN THE FOLLOWING: ALL CORPORATE PAPERS INDICATING THE PROPER EXISTENCE OF SEMINOLE PRECAST MANUFACTURING, INC.; A CERTIFICATION FROM MIAMI-DADE COUNTY DERM APPROVING THE FACILITY; INSPECTION BY MIAMI-DADE COUNTY FIRE ONCE THE MODULAR OFFICE IS OBTAINED AND CERTIFIED; OBTAINING A BUSINESS TAX RECEIPT FOR THE OPERATION OF THE BUSINESS AT THAT LOCATION; HOURS OF BUSINESS OPERATIONS ARE FROM 7:00 A.M. TO 4:00 P.M. MONDAYS THRU FRIDAYS; THAT THIS PERMIT IS FOR ONE (1) YEAR ONLY AND IN THE EVENT THAT APPLICANT HAS NOT BEGUN THE PROCESS TO CONSTRUCT A PERMANENT STRUCTURE AT THE SITE THAT THE MODULAR OFFICE BE REMOVED OR THAT THIS COUNCIL GRANT AN EXTENSION OF TIME; THE MODULAR OFFICE MUST CONTAIN ADA COMPLIANT RESTROOMS."

Councilperson Martell seconded the motion and it was carried unanimously.

The next item was the request by Luis Palacios from Airport Brick and Stone, Inc. to obtain permission to display bricks and stones on the ground at 10015 N.W. 87 Avenue. Luis Palacios was present and stated that all he wants to have is different types of bricks and stones on the ground for customers to view when they want to purchase any. He was advised that he needs South Florida Water Management approval. After a brief discussion Vice-Mayor Digiacomo moved as follows:

"TO DENY THE REQUEST AT THIS TIME WITH THE RIGHT TO RE-APPLY WHEN CONDITIONS ARE DIFFERENT."

Councilperson Tanner seconded the motion and it was carried unanimously.

The next item was the request by Julio Ruiz from Diesel Parts Supplier, Inc. to obtain a Business Tax Receipt to sell truck parts at 9350 N.W. South River Drive. Luis Salomon was present. After a brief discussion Councilperson Tanner moved as follows:

"TO GRANT A BUSINESS TAX RECEIPT TO DIESEL PARTS SUPPLIER, INC. TO OPERATE A BUSINESS FOR SALE OF NEW TRUCK PARTS AT 9350 N.W. SOUTH RIVER DRIVE SUBJECT TO: PROPER CORPORATION DOCUMENTATION; CERTIFICATION FROM MIAMI-DADE COUNTY DERM; CERTIFICATION FROM MIAMI-DADE COUNTY FIRE; PROVIDING ADA COMPLIANT RESTROOMS; PROVIDING ADEQUATE PARKING ACCORDING TO THE CODE FOR PERSONS WITH HANDICAPS; BUSINESS OPERATIONS BE MONDAY THRU FRIDAYS FROM 7:00 A.M. TO 5:00 P.M. AND SATURDAYS FROM 8:00 A.M. TO 12 NOON; THAT THERE BE NO OUSIDE STORAGE OF INVENTORY OF ANY KIND; THAT THERE BE NO REPAIRS, MAINTENANCE, PAINTING OR ANY OTHER MECHANICAL WORK ON ANY PARTS; ALL INVENTORY HAS TO BE MAINTAINED INSIDE THE BUILDING."

Councilperson Martell seconded the motion and it was carried unanimously.

The request by Pedro Cervelli from Caicabo Investments I, LLC to obtain a Business Tax Receipt for truck repairs and storage and sale of used truck parts at 8145 N.W. 93 Street was then discussed. Pedro Cervelli was present with this request. He then withdrew his request for a Business Tax Receipt to allow truck repairs. After a brief discussion Vice-Mayor Digiacomo moved as follows:

"TO GRANT A BUSINESS TAX RECEIPT TO CAICABO INVESTMENTS I, LLC SUBJECT TO THE FOLLOWING RESTRICTIONS: INCORPORATION DOCUMENTS; RECORDED DEED – IN THE NAME OF CAICABO INVESTMENTS I, LLC; THE PURPOSE OF THE BUSINESS IS FOR THE REPAIR AND REHABILITATION OF USED TRUCK PARTS WITH ALL BUSINESS OPERATION CONDUCTED INSIDE OF THE PREMISES; MIAMI –DADE COUNTY FIRE INSPECTION AND APPROVAL AND MIAMI-DADE COUNTY DERM CERTIFICATION; NO SPRAY PAINTING OR ANY PAINTING ON ANY OF THE PARTS WITHOUT A DERM CERTIFIED PAINT FACILITY AND BOOTH; NO DISMANTLING OF ANY VEHICLES OR TRUCKS; NO TRUCK OR VEHICLE REPAIRS; ALL BUSINESS OPERATIONS MUST BE CONDUCTED INDOORS; NO

DISMANTLING WITHOUT A DERM APPROVED GREASE TRAP AND DRAINAGE FACILITY; NO OUTSIDE STORAGE OF ANY KIND; ADA COMPLIANT RESTROOMS AND ADEQUATE PARKING ACCORDING TO CODE FOR PERSONS WITH HANDICAPS."

Councilperson Tanner seconded the motion and it was carried unanimously.

Mayor Rodriguez congratulated Chief Hughes for his thirty-two (32) years of employment with the Town as of today.

The next item was a report on Sanitary Sewer Rehabilitation & Repairs, Phase 3. Walter Wernke said that there were no complaints, no problems and the contract ends at the end of the month.

A discussion and action on purchase of Right-of-Way for intersection improvements and drainage at N.W. 109 Street and N.W. South River Drive was then held. Town Attorney Melvin Wolfe stated that there is a severe drainage problem and the Town must acquire additional land to install the right–of-way. The owner of the tract we need is willing to sell the tract for $4,000.00 and also convey an easement to the Town until the title issue is resolved. The title needs to be cleared by the owner. After a brief discussion Vice-Mayor Digiacomo moved as follows:

"TO INSTRUCT THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE TOWN TO PURCHASE THE PROPERTY FOR A GROSS PURCHASE PRICE OF $4,000.00 WITH A $100.00 DEPOSIT AND TO AUTHORIZE THE EXECUTION AND ENTRY OF THE EASEMENT AGREEMENT TO ALLOW US TO BEGIN THE PROJECT."

Councilperson Tanner seconded the motion and it was carried unanimously.

Town Attorney Melvin Wolfe advised that there was a draft copy of the Billboard Ordinance for everyone to review for the May 12, 2010 special meeting.

Mayor Rodriguez then asked Mary about the budget dates. She stated that they were: July 19, 2010 – Budget Workshop, September 15, 20, & 28, 2010. All meetings begin at 7:00 p.m. Dates are tentative.

Councilperson Martell stated that he had received complaints on the food provided to the residents. Mayor Rodriguez advised him that the matter is being worked on.

Councilperson Tanner also heard complaints and compliments about the spaghetti.

Town Attorney Melvin Wolfe advised that there was a copy of a Joint Party Agreement for the elevated intersection on N.W. 107 Avenue & N.W. 122 Street. County has finally agreed to apply the use of $983,003.00 to Medley for the elevated intersection. That money is just part of the estimated total cost of 7.5 million dolllars. Once signed we need to seek other sources for funding or implement.a special assessment fee for those properties that benefit from the elevated intersection and payable over twenty (20) years. We still don't know when this project will be re-visited. Vice-Mayor Digiacomo moved as follows:

"TO AUTHORIZE THE MAYOR AND TOWN CLERK TO EXECUTE AND DELIVER THE JOINT PARTICIPATION AGREEMENT."

Councilperson Tanner seconded the motion and it was carried unanimously.

Town Attorney Melvin Wolfe advised that the bids for the Bridge on N.W. 116 Way were due tomorrow but an extension had to be granted due to an issue as to whether or not the surface that was specified for the bridge is a product that is obtainable from more than a single source. Federal funding requires you to spec products that are available from more than a single source. The DOT has agreed to extend the time limitation of the agreement but has asked to schedule a special meeting on June 24, 2010 in order to fit the schedule of events into their funding schedule with the Federal Government. A unanimous approval was given as follows:

"TO APPROVE JUNE 24, 2010 AS A SPECIAL MEETING – 7:00 P.M."

Town Attorney Melvin Wolfe then commended Mary Taylor for her excellent job.

Town Attorney Melvin Wolfe advised all supervisors present that they must submit their requests for the budget items to Roy by June 1, 2010.

Councilperson Tanner stated that there was a cat problem in Town. Heriberto Cabrera from Public Works said they picked up nine (9) cats and one (1) dog.

Chief of Police Thomas Hughes advised the council that they have gone to the March of Dimes, Attended Career Days in different schools, crime prevention in Flagler properties, etc. The Chief is requesting improvements to Eagle One to add an aluminum ramp for PC robot, slide out printer shelf, adjustable shelves with electrical outlet, upgrade scene and ground illumination lights with LED technology for a total of $5,300.00 from forfeiture funds. After a brief discussion Councilperson Martell moved as follows:

"TO ALLOW THE EXPENDITURE FROM THE FORFEITURE FUNDS IN THE AMOUNT OF $5,300.00."

Vice-Mayor Digiacomo seconded the motion and it was carried unanimously.

Chief Hughes says every year we have a Byrne Grant application.

"TO PROVIDE MATCHING FUNDS TO THE EXTENT OF $3,701.50 TO SUPPLEMENT THE BYRNE GRANT TO PURHCASE ONE (1) HAND HELD ELECTRONIC TICKET WRITER WITH MAGSTRIPE READER, SOFTWARE AND PRINTER."

Councilperson Martell seconded the motion and it was carried unanimously.

Since there was no further business to be considered Vice-Mayor Digiacomo moved to adjourn. Councilperson Martell seconded the motion and it was carried unanimously. The meeting was adjourned at 9:12 p.m. on May 3, 2010.

Herlina Taboada, Town Clerk

Ramon Rodriguez, Mayor