

**RESOLUTION 17-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A 2017 NEAT STREETS MIAMI STREET TREE MATCHING GRANT AWARD; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay ("Town") applied for the 2017 Neat Streets Miami Street Tree Matching Grant Program from Miami-Dade County for purposes of implementing the Cutler Bay Streetscape Enhancement project; and

**WHEREAS**, Miami-Dade County engages municipalities, non-profits and community organizations in planting native or Florida-friendly trees on Miami-Dade's corridors and gateways, and awarded the Town a fiscal year 2017 grant in the amount of twelve thousand five hundred dollars (\$12,500) (the "Grant"); and

**WHEREAS**, the Town Council desires to accept the Grant from Miami-Dade County as provided for by the Tree Planting Agreement (the "Grant Agreement"), attached hereto as Exhibit "A;" and

**WHEREAS**, the Town Council finds that adopting this Resolution is in the best interest and welfare of the Town.

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


**Section 1. Recitals.** That the recitals above are true and correct and are incorporated herein by this reference.

**Section 2. Grant Accepted.** The Town Council accepts the Grant from Miami-Dade County in the amount of twelve thousand five hundred dollars (\$12,500), as provided for by the Grant Agreement, attached hereto as Exhibit "A."


**Section 3. Authorization.** The Town Council hereby authorizes the Town Manager to execute the Grant Agreement in substantially the same form attached hereto as Exhibit "A," subject to the Town Attorney's approval as to form, content and legal sufficiency.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.


PASSED and ADOPTED this 15<sup>th</sup> day of March, 2017.

  
\_\_\_\_\_  
PEGGY R. BELL  
Mayor

Attest:

  
\_\_\_\_\_  
Debra E. Eastman, MMC  
Interim Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE SOLE  
USE OF THE TOWN OF CUTLER BAY:

  
\_\_\_\_\_  
WEISS SEROTA HELFMAN  
COLE & BIERMAN, P.L.  
Town Attorney

Moved By: Council Member Coriat  
Seconded By: Council Member Mixon

FINAL VOTE AT ADOPTION:

|                                    |     |
|------------------------------------|-----|
| Mayor Peggy R. Bell                | YES |
| Vice Mayor Sue Ellen Loyzelle      | YES |
| Council Member Mary Ann Mixon      | YES |
| Council Member Michael P. Callahan | YES |
| Council Member Roger Coriat        | YES |



**Miami- Dade County  
Parks, Recreation, and Open Spaces Department  
STREET TREE MATCHING GRANT PROGRAM**

**TREE PLANTING AGREEMENT**

**Grantee:** Town of Cutler Bay

**Amount:** \$12,500

**Grant Period:** 5/16/17 - 8/31/17

**Grant Description:** To plant trees with municipalities and organizations on Miami-Dade's corridors as part of our efforts to reach the Million Trees Miami goal of planting 1 million trees and reaching a 30% tree canopy by 2020.

This **Agreement (the "Agreement")**, made and entered into this 16 day of March, 2017, by and between Town of Cutler Bay (the "Grantee") and Miami-Dade County (the "County"), hereinafter called the "County" through its Parks, Recreation, Open Spaces Department (the "Department").

The County and Grantee have agreed to partner on the implementation of Cutler Bay Streetscape Enhancement (project name) to be completed in August 31, 2017.

**RECITALS**

**WHEREAS**, the County desires to increase the tree canopy in Miami-Dade County and to reach the Million Trees Miami goal of planting 1 million trees and a 30% tree canopy by 2020; and

**WHEREAS**, the County has provided a subaccount to the tree trust fund for the procurement of street trees along county and local roads and of this amount \$12,500 (the "Grant Funds") will be provided to the Grantee on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Grantee wishes to undertake such activities provided in the scope of work in Exhibit A of this Agreement; and

**WHEREAS**, the Grantee is responsible for the maintenance of the street trees after completion of the project; and

**NOW, THEREFORE**, the County and Grantee agree as follows:

**TERMS AND CONDITIONS OF AGREEMENT**

**A. Requirements for approval of Grant Award Agreement:** As a prerequisite to its receipt of the Grant Funds, the Grantee shall meet the requirements set forth below to the County's satisfaction. Requirements for this grant are listed below.

1. **Timeline:** The following grant project start date, end date and reporting dates must be adhered to.

**Start date:** Contract Execution Date

**End date:** August 31, 2017

**Final report date:** September 30, 2017

2. **Scope of Work:** It is mutually agreed and understood that the scope of work shall be as provided in *Exhibit A*.
3. **Budget:** It is mutually agreed and understood that the project costs shall be as provided in *Exhibit B*. The match amount has to equal or exceed the grant amount. If matching requirement will be met through the provision of in-kind service, the County shall approve the value or cost of the in-kind services to be provided to fulfill the matching requirements. Match must remain the same or exceed the percent referenced in the original application.
4. **Promotions:** The grantee will agree to prepare a draft of a Press Release which describes its project and acknowledges Neat Streets Miami and Million Trees Miami, which shall be subject to the County's approval in advance of publication. The County shall also be acknowledged in any subsequent media releases or in any printed, website, social media or other communication materials related to the project. Copies of any other publicity as well as copies of any major work products generated in connection with this grant shall be forwarded to the County for review. The Miami-Dade, Million Trees Miami and Neat Streets Miami logos should be included in all printed materials. Please include the following copy in the Press Release:

**About Million Trees Miami and Neat Streets Miami**

Launched by [Neat Streets Miami](#), the [Million Trees Miami](#) Campaign is a community-wide effort to plant one million trees by 2020 in order to achieve a 30 percent tree canopy cover for Miami-Dade County. Neat Streets Miami is a multi-jurisdictional county board dedicated to the maintenance and beautification of transportation corridors, gateways and connections.

5. **Conditions and Contingencies:** The Grantee agrees that the Grant Funds will be used only for the purpose as stated in this Agreement, as described in the Scope of Work (*Exhibit A*) and with no substantial variance to the approved Budget (*Exhibit B*) unless prior approval in writing is obtained from the County. The Grantee certifies that the grantee organization operates under a tax-exempt status. If grantee determines that Grant Funds cannot be expended by August 31, 2017, the grantee must notify liaison immediately and no later than **May 31, 2017**.

**B. Additional Requirements due throughout the funding period:**

1. **Evaluation Consultant:** The Grantee may be required to work with an evaluation consultant who will be assigned by the County.
2. **Reporting:** Final Report must be submitted electronically 30 days following the completion of the grant period. Refer to Exhibit C for reporting guidelines.
3. **Data Tracking:** All trees planted must be mapped according to County specifications.
4. **Organizational Status Changes:** The Grantee must notify the County liaison within two weeks of changes in organizational status, including but not limited to: key personnel such as senior or project staff, organizational name, tax status, and organizational address.
5. **Other Organizational Changes:** The Grantee will notify the County's liaison of any organizational changes, such as new address or contact information

**C. Indemnification of County**

The Grantee agrees to indemnify, save, and hold the County harmless from all liability, loss, cost, and expense, including attorneys' fees and court costs at all trial and appellate levels, which may be sustained by the County, to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, whether or not due to or caused by the negligence of the Grantee, arising from or in connection with the Grantee's (or its employees, agents, contractors, subcontractors, licensees, or invitees) installation and/or maintenance of trees on County property or in the County right-of-way. The Grantee agrees to defend, at its sole cost and expense, but at no cost and expense to the County, any and all suits or actions instituted against the County for the imposition of such liability, loss, cost, and expense arising from or in connection with the Grantee's (or its employees, agents, contractors, subcontractors, licensees, or invitees) installation and/or maintenance of trees on County property or in the County right-of-way.

**Primary Grant Contract:**

Provide the information below for the primary contact person for this grant. This is the person to whom all correspondence will be directed.

Name: LaKeesha Morris

Title: Grants Coordinator

Mailing Address: 10720 Caribbean Blvd. #105

City, State, Zip: Cutler Bay, FL 33189

Phone: 305-234-4262

Email: lmorris@cutlerbay-fl.gov


Website: www.cutlerbay-fl.gov



IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the day and year first written above.

NAME OF GRANTEE: Town of Cutler Bay

ADDRESS: 10720 Caribbean Blvd. #105 Cutler Bay, FL 33189

BY: 

DATE: 3/16/17

Grantee Representatives' Signature

PRINT NAME Rafael G. Casals  
Town Resolution #17-18

TITLE: Town Manager

MIAMI-DADE COUNTY, FLORIDA

BY: 

DATE: 5/19/17

Director Parks, Recreation, and Open Spaces

LEGAL SUFFICIENCY:   
County Attorney

DATE: 5/15/17



## EXHIBIT A: SCOPE OF WORK

The Scope of Work must include the following:

- Landscape plan with location, number of trees, species
- All trees must be **canopy** natives or Florida Friendly trees.
- All trees must be Florida Grade #1
- Must confirm street trees are located on local or county right-of-way
- Maintenance plan - must specifically identify who will provide on-going maintenance of trees
- Outreach and education plan
- Three anticipated outcomes: What were the top three outcomes you wanted to achieve for those you reached and served that would show how participants were better off as a result of the program?
- Project must conform to the County's Landscape Code.
- Must provide "before" photos of the corridor.

[INSERT GRANTEE SCOPE OF WORK]



**EXHIBIT B: BUDGET**

**[INSERT GRANTEE BUDGET]**





**Exhibit C: GRANTEE REPORT GUIDELINES**  
**2017 Matching Street Trees Grants Program**

**Organization's name:** \_\_\_\_\_  
**Person completing report and title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Final Report is due 30 days following the completion of the grant period.**

**Narrative:** In no more than two pages, please share the information below about the program supported by Miami-Dade County and Neat Streets Miami.

1. Summarize in a few sentences what you have accomplished to date: What you have done; for whom and how many; how they have benefitted?
2. Have you accomplished to date what you expected to in terms of implementing the program? If not, why not? Did you encounter any unexpected challenges and if so what adjustments did you need to make?
3. Tell us a story about the program's impact - one that reflects how this program is making a difference in people's lives or an accomplishment that makes you particularly proud.
4. Has this program, or some other leadership role you have taken on, had an impact on the broader community issue or systems you seek to improve? If so, how? Do you plan to sustain this program when our grant ends, and if so, what are your plans for doing so? Has our grant helped you secure other dollars or resources you need to sustain it? If so, please explain.

**Performance & Results Report Form**

This form should reflect the same outcomes, measures and activities as in the one you submitted with your Scope of Work (Exhibit A) and then report what you have achieved from the start of the grant to date.

**Outcomes:** Refer to Three Anticipated Outcomes, as described in awardee's grant application. What were the top three outcomes you wanted to achieve for those you reached and served that would show how participants were better off as a result of the program? What results did you achieve?

| What was the desired outcome? | What were your results? |
|-------------------------------|-------------------------|
|                               |                         |
|                               |                         |
|                               |                         |

**Outreach and Activities:** List the main activities you conducted and the information related to each.

| What was the activity?<br>(Include where, when and how often activities took place.) | How many did you reach? |
|--|-------------------------|
|  |                         |
|  |                         |
|  |                         |

**Financial Reporting:** List invoice, invoice date, description of services, check number and check date associated with this project.

| Invoice Number | Invoice Date | Description of Services | Check Number | Check Date |
|----------------|--------------|-------------------------|--------------|------------|
|                |              |                         |              |            |
|                |              |                         |              |            |
|                |              |                         |              |            |

**Attachments:**

- Invoices
- Proof of Payment
- Photos or other materials that reflect your work, its impact and any references to Miami-Dade County and Neat Streets Miami support
- Data Tracking Report

Please submit this form by email as a PDF document to: [Jennifer.Llorente@miamidade.gov](mailto:Jennifer.Llorente@miamidade.gov)

## **EXHIBIT A GRANT WORK PLAN**

**PROJECT TITLE:** Cutler Bay Streetscape Enhancement Project

**PROJECT LOCATION:** The Town will plant thirty-five (35) native Florida Grade #1 Trees along local Town and Miami-Dade County Roads in the public right-of-ways throughout the Town. See Attachment "A" for the Cutler Bay Tree Plan.

**MAINTENANCE PLAN:** The Town's landscaping contractor along with our Public Works Department will be responsible for the maintenance of the trees. Street teams monitor the Town's landscaping daily to ensure the health of trees and plants. Regular landscaping includes; tree uplifting for street and pedestrian clearance, fertilizer application, pesticide application and weed control in accordance with Florida Friendly Yards' Best Management Practices.

**PROJECT OUTCOMES:** The primary beneficiaries of this project will be residents living in residential communities throughout the Town with limited tree canopy. The Town maintains a list of areas where there is a gap in tree canopy based on regular monitoring from Town Staff and requests from Town residents. The project has two goals: **(1) Improve Canopy/Plant Additional Trees:** The Town will demonstrate proper urban forestry principles and improve the quality of life for residents in an area with a lack of street trees.; and **(2) Educate property owners about proper Tree Selection, Planting and Maintenance.**

Cutler Bay has been a Tree City USA designee since 2009 and has received the Tree Growth Award, each year since 2012. Since adopting our Tree Master Plan in 2009, we have seen our Tree Canopy double. Our goal is to have a tree inventory of over 6,700 trees, and we have planted approximately 3,000 to date. This project will advance the community's tree strategy by increasing the overall tree canopy of our community and educating residents and business owners about the importance of urban forestry.

**EDUCATION PLAN/COMMUNITY ENGAGEMENT:** The Town provides tree planting and maintenance education to the public in accordance with our Tree Beautification Ordinance. The Town prints educational brochures/flyers developed by the University of Florida's IFAS Horticultural Extension Center, and distributes the material door-to-door to residents prior to all tree planting/maintenance activities. This information is also available on the Town's website.

The Town's Public Works Director and Certified Arborist, Alfredo Quintero is also available to provide property owners with one-on-one consultation about proper planting and pruning trees. In addition to distributing educational material door to door to residents directly impacted by this project, the Town hosts annual Tree Planting Ceremonies in celebration of Arbor Day and/or Earth Day. The Town has purchased the center page of the Cutler Bay Community Newspaper, which allows the Town to highlight special projects and activities one time a month in a full color news spread. The Town will use this opportunity to feature the Cutler Bay Streetscape Project; educating residents about the benefits of street trees and canopy, and promoting the County's efforts to plant 1 Million Trees by 2020.



# Town of Cutler Bay Tree List Locations



8760 SW 200 Street



9011 Ridgeland Drive



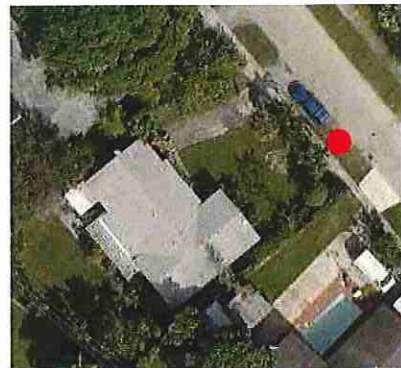
9501 Martinique Drive



9781 SW 211 Street



8931 SW 196 Drive



18740 SW 89 Road

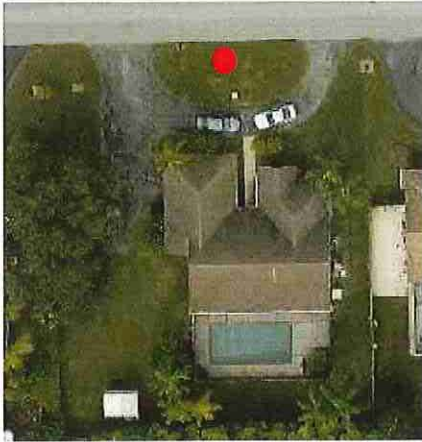


10205 Marlin Road



19623 SW 87 Court





8050 SW 187 Terrace



9292 Jamaica Drive



8181 SW 189 Street



20401 SW 81 Avenue



19911 Gulfstream Road



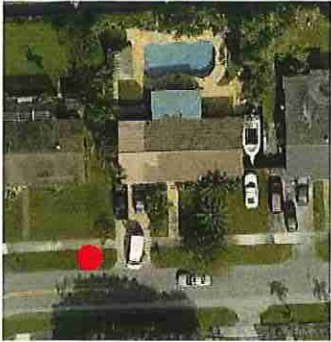
20615 SW 82 Court



18535 SW 89 Court



8145 SW 206 Terrace



9201 SW 184 Terrace



19450 SW 87 Avenue



18483 SW 89 Place



8871 Ridgeland Drive



10215 Pan American Drive



18730 SW 92 Avenue



9025 SW 198 Terrace



9071 Ridgeland Drive





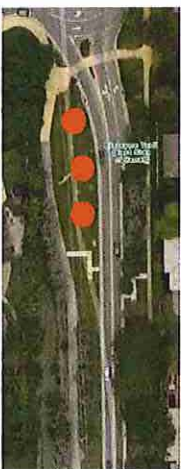
10380 SW 200 Terrace



21022 SW 97 Place



9442 SW 185 Terrace



SW 87 Avenue South of Old Cutler Road



SW 87 Avenue and SW 208 Street



SW 87 Avenue and SW 205 Lane

- West Indies Mahogany (3)
- Live Oak (21)
- Gumbo Limbo (11)



Attachment "A" (Page 5 of 5)  
Biscayne National Park

# Addresses

- 1 9201 SW 184 Terrace
- 2 9442 SW 185 Terrace
- 3 18483 SW 89 Place
- 4 18535 SW 89 Court
- 5 18730 SW 92 Avenue
- 6 18740 SW 89 Road
- 7 8871 Ridgeland Drive
- 8 9011 Ridgeland Drive
- 9 9071 Ridgeland Dr
- 10 8931 SW 196 Drive
- 11 19450 SW 87 Avenue
- 12 19623 SW 87 Court
- 13 9025 SW 198 Terrace
- 14 9292 Jamaica Drive
- 15 8760 SW 200 St
- 16 8050 SW 187 Terrace
- 17 8181 SW 189 Street
- 18 10380 SW 200 Terr
- 19 19911 Gulfstream Road
- 20 10215 Pan American Drive
- 21 21022 SW 97 Place
- 22 9781 SW 211 Street
- 23 9501 Martinique Drive
- 24 10205 Marlin Road
- 25 20401 SW 81 Ave
- 26 20615 SW 82 Court
- 27 8145 SW 206 Terrace
- 28 SW 87 Avenue & 203 Street
- 29 SW 87 Avenue & 205 Lane
- 30 SW 87 Avenue & 208 Street

Biscayne National Park

Created: 3/11/2013

## Town of Cutler Bay Map



Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, FL 33189

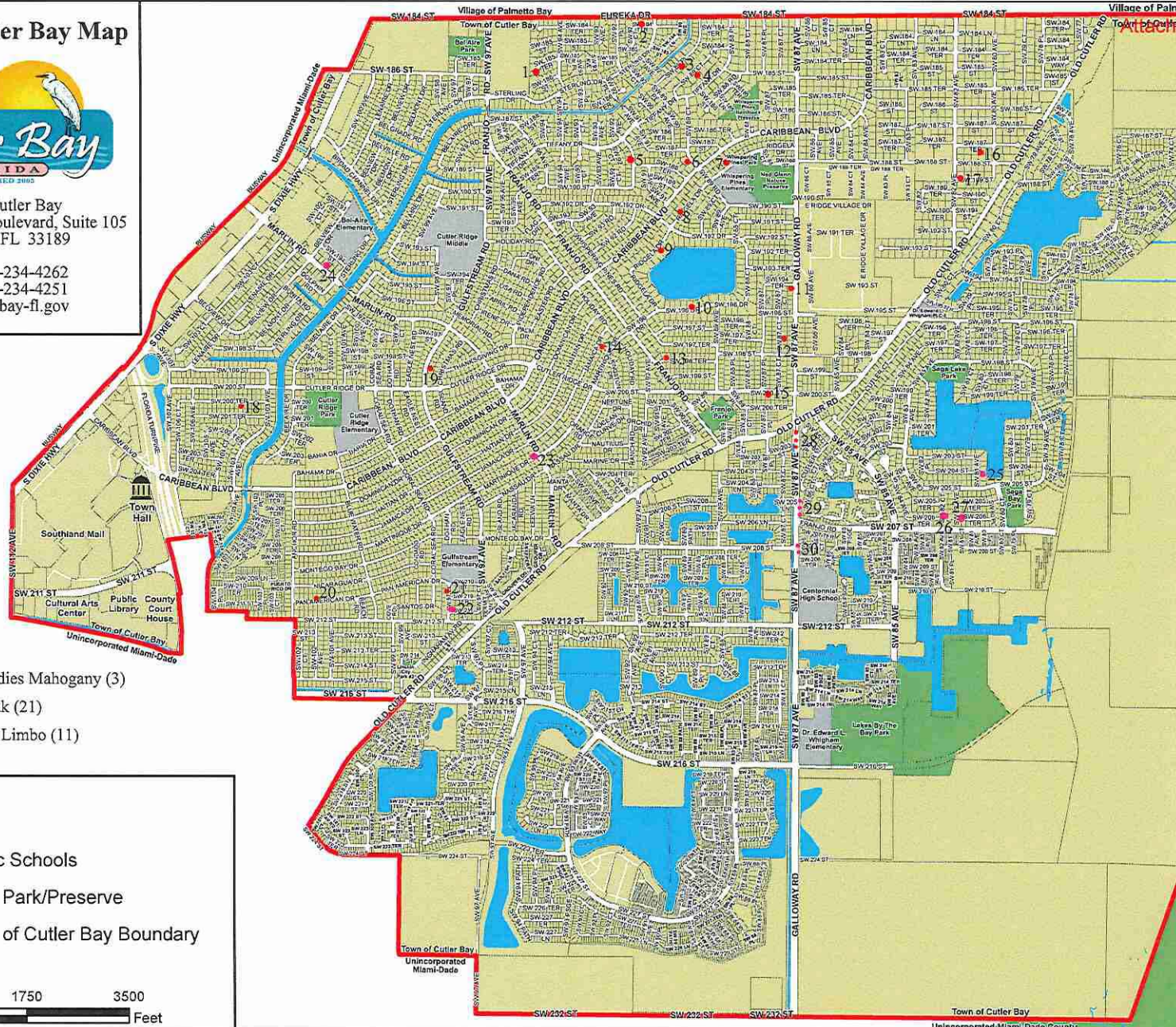
Phone: 305-234-4262  
Fax: 305-234-4251  
www.cutlerbay-fl.gov

- West Indies Mahogany (3)
- Live Oak (21)
- Gumbo Limbo (11)

## Legend

- Public Schools
- Town Park/Preserve
- Town of Cutler Bay Boundary

0 875 1750 3500  
Feet





**EXHIBIT B: BUDGET**

**PROPOSED BUDGET  
TOWN OF CUTLER BAY  
CUTLER BAY STREETSCAPE ENHANCEMENT PROJECT**

|  | <b>Unit Cost<br/>Size: 66 Gal.<br/>14-16H</b> | <b>Quantity of<br/>Trees</b> | <b>Grant Funds</b>  | <b>Town Match<br/>Funds</b> | <b>Total<br/>Estimated<br/>Budget</b> |
|--|---|------------------------------|---------------------|-----------------------------|---------------------------------------|
| <b>DIRECT COSTS:</b>                                 |   |                              |                     |                             |                                       |
| Querus virginia (Live Oak)                           | \$ 800.00                                     | 21                           | \$ 8,400.00         | \$ 8,400.00                 | \$ 16,800.00                          |
| Busera simaruba (Gumbo<br>Limbo)                     | \$ 600.00                                     | 11                           | \$ 3,125.00         | \$ 3,475.00                 | \$ 6,600.00                           |
| Swiptenia mahagonii (West<br>Indies Mahogany)        | \$ 650.00                                     | 3                            | \$ 975.00           | \$ 975.00                   | \$ 1,950.00                           |
|  |   |                              |                     |                             | \$ -                                  |
| <b>INDIRECT COSTS</b>                                |   |                              |                     |                             | \$ -                                  |
| Inkind Labor - Education,<br>Outreach, Ongoing Maint |   |                              | \$ -                | \$ 1,000.00                 | \$ -                                  |
| <b>TOTAL ESTIMATED<br/>COSTS:</b>                    |   | <b>35</b>                    | <b>\$ 12,500.00</b> | <b>\$ 13,850.00</b>         | <b>\$ 25,350.00</b>                   |

\$ -

\*tree unit cost is all inclusive (purchase, delivery, installation, and grow in maintenance)