

## TOWN OF CUTLER BAY

Mayor John F. Cosgrove  
Vice Mayor Paul S. Vrooman  
Council Member Timothy J. Meerbott  
Council Member Ernest N. Sochin  
Council Member Peggy R. Bell

Acting Town Manager Charles Scurr  
Assisting Town Manager Steve Alexander  
Acting Town Attorney Richard Weiss  
Acting Town Clerk Meighan Pier

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Acting Town Clerk at (305) 259-1234 for assistance no later than four days prior to the meeting.

### TOWN COUNCIL MEETING AGENDA

Thursday, March 2, 2006

7:00 P.M.

South Dade Government Center  
10701 SW 211 Street, Room 203  
(305) 259-1234

#### INVOCATION:

#### I. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE:

#### II. PROCLAMATIONS, AWARDS, PRESENTATIONS

- A. Presentation by the State Attorney's Office, Community Outreach Division, concerning programs available to residents of Cutler Bay

#### III. APPROVAL OF MINUTES

- A. Minutes of the February 16, 2006 Council Meeting

#### IV. TOWN MANAGER'S REPORT

#### V. TOWN ATTORNEY'S REPORT

#### VI. BOARD AND COMMITTEE REPORTS

#### VII. CONSENT AGENDA

#### VIII. RESOLUTIONS

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY TO CO-DESIGNATE A PORTION OF CARRIBBEAN BOULEVARD TO HONOR FORMER

MIAMI-DADE COUNTY COMMISSIONER, CLARA OESTERLE; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT BETWEEN STEVEN ALEXANDER, EMPLOYED AS INTERIM TOWN MANAGER AND THE TOWN OF CUTLER BAY; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.
- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.A., AS INTERIM TOWN ATTORNEY; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.
- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE A TEMPORARY AGREEMENT FOR LEGISLATIVE CONSULTING SERVICES WITH RONALD L. BOOK, P.A. AND ROBERT M. LEVY & ASSOCIATES, INC.; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.
- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA APPROVING PAYMENT OF EXPENSES INCURRED FOR THE FIRST TWO COUNCIL MEETINGS; AND PROVIDING FOR AN EFFECTIVE DATE.
- F. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR THE TOWN'S PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.
- G. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA CREATING COUNCIL MEMBER-CITIZEN COMMITTEES FOR THE PURPOSE OF PROVIDING RECOMMENDATIONS TO THE TOWN COUNCIL ON THE SELECTION OF A PERMANENT TOWN MANAGER, TOWN ATTORNEY / GOVERNMENT RELATIONS CONSULTANT, TOWN CLERK / COMMUNICATIONS, TOWN BANKING SERVICES AND TOWN OFFICES; PROVIDING FOR SUNSET REVIEW AND PROVIDING FOR AN EFFECTIVE DATE.

**IX. RESOLUTIONS REQUIRING PUBLIC HEARING**

**X. ORDINANCES FOR FIRST READING AND EMERGENCY ORDINANCES**

- A. AN EMERGENCY ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PERTAINING TO THE LOCAL COMMUNICATIONS SERVICES TAX RATE; PROVIDING FOR INTENT; PROVIDING FOR ELECTION NOT TO REQUIRE AND COLLECT PERMIT FEES, ESTABLISHING THE LOCAL COMMUNICATIONS SERVICES TAX RATES; PROVIDING FOR NOTICE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**XI. ORDINANCES FOR SECOND READING AND PUBLIC HEARING**

**XII. PUBLIC COMMENTS**

**XIII. MAYOR AND COUNCIL COMMENTS**

**XIV. OTHER BUSINESS**

**XV. NEXT MEETING ANNOUNCEMENT AND ADJOURNMENT**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

**TOWN OF CUTLER BAY**  
**MINUTES OF THE COUNCIL MEETING**  
Thursday, February 16, 2006  
South Dade Government Center  
10701 SW 211 Street, Room 203

Meeting commenced at 7 p.m.

**INVOCATION:** Reverend Don Sullivan, Saint Faith's Episcopal Church, provided the invocation.

**I. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE:**

Mayor Cosgrove called the meeting to order. The following members of the Town Council were present:

Mayor John F. Cosgrove  
Vice Mayor Paul S. Vrooman  
Council Member Timothy J. Meerbott  
Council Member Ernest N. Sochin  
Council Member Peggy R. Bell

The following staff members were present:

Acting Town Manager Charles Scurr  
Assisting Town Manager Steven Alexander  
Acting Town Clerk Meighan Pier  
Acting Town Attorney Richard Weiss  
Acting Town Attorney Mitchell Bierman  
Acting Town Attorney John Quick

Whispering Pines Boy Scout Troop 654 lead the pledge of allegiance

**II. PROCLAMATIONS, AWARDS, PRESENTATIONS**

- A. Photograph of Cutler Bay Steering Committee and Town Council: The Council took a moment to thank the members of the Steering Committee that were present.
- B. Mayor Cosgrove and the Council formally acknowledged the public service of Delle Joseph and Sandra Reyes-Nanni and presented them with their Proclamations.
- C. Proclamation for Priyanshu A. Adathakkar: Mayor Cosgrove and the Council presented Mr. Adathakkar with a proclamation thanking him for his service and helping provide the public with history concerning the Cutler settlement and how the area grew to incorporation. Council member Bell specifically thanked him for the service he provided to the Steering Committee.

Mr. Adathakkar thanked several individuals and the Council. Mr. Robert MacDougall provided the Council with the 11 domain names that reserve several variations of a possible website for the Town.

**D. Proclamation for Barbara Penrod, Cutler Ridge Park Director**

Mayor Cosgrove and the Council recognized Barbara Penrod for Supervisor of the Quarter for Cutler Ridge Park.

Mayor Cosgrove announced that he has additional copies of the program and the commemorative news articles and map that were provided at the inaugural meeting. He also announced that photos of the ceremony are also available.

**III. APPROVAL OF MINUTES**

- A. Minutes of the February 2, 2006 Council Meeting: Council Member Meerbott moved to approve. Seconded by Vice Mayor Vrooman. All voted in favor. The Motion carried.

**IV. TOWN MANAGER'S REPORT**

Mr. Scurr provided a report concerning the initial procurement of interim services and personnel, underscoring the need for expedited procurement as the amount of work required by the Charter. He recommended waiving competitive bidding for interim services, approved with a 4/5 vote of Town Council for an abundance of caution.

Mr. Scurr reviewed the important essential items required to begin administrative functions, such as securing liability insurance for the Council and general liability for the Town.

**V. TOWN ATTORNEY'S REPORT**

Attorney Bierman provided a report, advising the Council of the essential next steps. He noted that County staff is available to provide a presentation concerning the Charrette; and that Attorneys Susan Trevarthen and Chad Friedman of Weiss, Serota, et al., are available to provide assistance concerning the legal requirements of the zoning overlay.

**VI. BOARD AND COMMITTEE REPORTS**

- A. Report/workshop regarding Cutler Ridge Charrette - Vice Mayor Vrooman

Vice Mayor Vrooman provided a history of the Charrette planning process and thanked Ernie Martinez, Nancy McCue, Alfie Sergio, and the members of the Community Council for their service. He introduced Subrata Basu of Miami-Dade County.

Mr. Basu provided a brief introduction and also introduced Natasha Alfonso, representative of Miami-Dade County Planning and Zoning Urban Design Center. Ms. Alfonso gave a PowerPoint presentation to Council and provided information concerning the 2002 downtown Cutler Ridge Charrette.

Attorney Trevarthen addressed the Council with regard to the procedure required to effectuate the Charrette. She stated that the Council will consider adopting Chapter 33 of the Miami-Dade County Code this evening and as the County has an extensive and cumbersome mailing and notice procedure, Cutler Bay may wish to establish a more streamlined process.

Vice Mayor Vrooman asked for further clarification regarding how much of a delay would result in following the existing County procedures.

Attorney Trevarthen replied that staff would speak with the County regarding how we may be able to get the notices mailed; therefore, it may require another meeting or two beyond the March 2<sup>nd</sup> meeting.

Discussion ensued regarding the Old Cutler Road Charrette. Mr. Basu advised that the Old Cutler Road Charrette is a corridor study, not an area-wide study and several initiatives are ongoing concerning the implementation of these recommendations.

Following discussion, Mayor Cosgrove asked staff to research if there would be any negative impact on the Town due to the overlay.

**VII. CONSENT AGENDA:** None at this time.

**VIII. RESOLUTIONS**

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE MAYOR, ASSISTING TOWN MANAGER AND ACTING TOWN ATTORNEY TO NEGOTIATE AN INITIAL INTERLOCAL AGREEMENT OR SERIES OF AGREEMENTS FOR CONTINUING SERVICES WITH MIAMI-DADE COUNTY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AFTER APPROVAL BY THE TOWN COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Cosgrove provided a brief report.

Vice Mayor Vrooman moved to approve. Seconded by Council Member Sochin. All voted in favor (5-0). Resolution 06-09 was adopted.

- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR THE ESTABLISHMENT

OF TOWN ACCOUNTS WITH A QUALIFIED PUBLIC DEPOSITORY; PROVIDING FOR DEPOSIT OF FUNDS; PROVIDING FOR NECESSARY SIGNATORIES ON SUCH ACCOUNTS; PROVIDING NOTICE TO THE STATE TREASURER; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING REQUIREMENTS; AUTHORIZING TRANSMITTAL; AND PROVIDING AN EFFECTIVE DATE.

Attorney Weiss explained that staff left a blank for the name of the selected bank. He stated that the Assisting Town Manager will provide the name of a bank and the permanent depository will be selected in the future.

Council Member Meerbott noted that he would be liaison to this Committee for the permanent selection.

Following discussion, it was decided to remove the blanks and allow the Assisting Manager to make the interim selection. Council Member Meerbott moved to amend the Resolution. Seconded by Vice Mayor Vrooman. All voted in favor (5-0). The Motion carried.

Council Member Meerbott moved to approve the proposed Resolution, as amended. Seconded by Council Member Bell. All voted in favor (5-0). Resolution 06-10 was adopted.

- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE PREPARATION OF AND SUBMISSION OF THE TOWN'S APPLICATIONS FOR EMPLOYER IDENTIFICATION NUMBER AND TAX EXEMPTION; AUTHORIZING TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Cosgrove explained the purpose for the Resolution.

Council Member Bell moved to approve. Seconded by Council Member Sochin. All voted in favor (5-0). Resolution 06-11 was adopted.

- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ASSISTING TOWN MANAGER TO NEGOTIATE THE PURCHASE OF INSURANCE COVERAGE FOR THE TOWN AND ITS ELECTED OFFICIALS, OFFICERS AND OFFICE FACILITIES; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING FOR SUCH INSURANCE COVERAGES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Scurr provided staff report, recommending utilizing the Florida League of Cities as the insurer.

Mayor Cosgrove commented that he would concur with the suggestion; however, he is in favor of utilizing a local business for coverage in the future.

Council Member Sochin moved to approve. Seconded by Vice Mayor Vrooman. All voted in favor (5-0). Resolution 06-12 was adopted.

- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE PREPARATION OF AND SUBMISSION TO THE STATE OF FLORIDA, DEPARTMENT OF REVENUE, OF THE TOWN'S APPLICATION FOR STATE REVENUE-SHARING PURSUANT TO CHAPTER 218, FLORIDA STATUTES AND PROVIDE FOR AN EFFECTIVE DATE.

Council Member Meerbott moved to approve. Seconded by Council Member Sochin. All voted in favor (5-0). Resolution 06-13 was adopted.

- F. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ESTABLISHING THE MEETING SCHEDULE OF THE TOWN COUNCIL; ESTABLISHING THE LOCATION; AUTHORIZING THE ASSISTING TOWN MANAGER TO NEGOTIATE A CONTRACT FOR USE OF THE MEETING LOCATION; PROVIDING AN EFFECTIVE DATE.

Mayor Cosgrove explained the item, noting that he would like to hold meetings at several locations in an effort to reach the public. He stated that he is also desirous of selecting a day of the week for the Council meetings that is earlier in the week in order to allow staff more time to act on items, as Thursday is too close to the weekend and may result in action being delayed.

Attorney Bierman announced that the next meeting is scheduled for March 2<sup>nd</sup>.

Council Member Bell moved to approve. Seconded by Council Member Meerbott.

Attorney Weiss noted that staff would include the location of the South Dade Government Center as the location for the March 2<sup>nd</sup> meeting and would remove Section 3.

Council Member Bell moved to include the amendment. Seconded by Council Member Meerbott. All in favor of the amendment (5-0). The Motion carried.

Council Member Bell moved to approve. Seconded by Council Member Meerbott. All voted in favor. Resolution 06-14 was adopted.

**IX. RESOLUTIONS REQUIRING PUBLIC HEARING:** None at this time.

**X. ORDINANCES FOR FIRST READING AND EMERGENCY ORDINANCES**



- A. AN EMERGENCY ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING THE MIAMI-DADE COUNTY CODE AS APPLICABLE TO THE TOWN PURSUANT TO SECTION 8.3 OF THE TOWN CHARTER TO SUBSTITUTE TOWN COUNCIL FOR COUNTY OFFICIALS, BOARDS, OR COMMITTEES, PROVIDING FOR ZONING REVIEW, PROVIDING FOR AUTHORITY OF TOWN COUNCIL; PROVIDING FOR AN APPEAL PROCESS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Cosgrove explained the item.

Attorney Bierman noted that emergency ordinances are effective for 180 days and must be readopted thereafter.

Attorney Trevarthen mentioned that if the mail and posted notice procedures of the County code remain, staff would not be able to present the zoning overlay matter on first reading on March 2<sup>nd</sup>. She stated that if Council would like, she could remove a section and provide proposed language.

Vice Mayor Vrooman stated that he would prefer acting in an abundance of caution, giving as much notice as possible.

Vice Mayor Vrooman moved to approve. Council Member Bell seconded the motion.

Mayor Cosgrove asked if any member of the public wished to speak. No one wished to be heard.

A roll call vote was taken, as follows: Mayor Cosgrove: Yes; Vice Mayor Vrooman: Yes; Council Member Meerbott: Yes; Council Member Sochin: Yes; Council Member Bell: Yes. Ordinance 06-02 was adopted unanimously (5-0).

- B. AN EMERGENCY ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE ESTABLISHMENT OF THE TOWN'S LOCAL PLANNING AGENCY; DESIGNATING THE TOWN COUNCIL AS THE LOCAL PLANNING AGENCY; PROVIDING FOR POWERS AND DUTIES; PROVIDING FOR A RECORDING SECRETARY; PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cosgrove provided explanation. He asked if anyone from the public wished to speak. No one requested to be heard.

Attorney Weiss provided the meaning of the term "repealer."

Council Member Sochin moved to approve. Seconded by Vice Mayor Vrooman. A roll call vote was taken, as follows: Vice Mayor Vrooman: Yes; Council Member Meerbott: Yes; Council Member Sochin: Yes; Council Member Bell: Yes; Mayor Cosgrove: Yes. Ordinance 06-03 was adopted unanimously (5-0).

- C. AN EMERGENCY ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IMPLEMENTING THE UTILITY TAX AUTHORIZED BY SECTION 166.231, ET. SEQ., FLORIDA STATUTES, TO LEVY AND IMPOSE UTILITY TAX UPON THE PURCHASE WITHIN THE TOWN OF CUTLER BAY OF ELECTRICITY, WATER, METERED GAS, BOTTLED GAS, COAL, AND FUEL OIL; AUTHORIZING TRANSMITTAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Cosgrove explained the item.

Mr. Leif Gunderson, 1515 S. Homestead Avenue, asked why cable and telephone utilities were not included.

Attorney Weiss advised that the Ordinance is not implementing a new tax; rather the existing tax would transfer to the Town, as is already mandated by State law. He noted that a separate ordinance would include cellular phones.

Vice Mayor Vrooman moved to approve. Seconded by Council Member Bell. A roll call vote was taken, as follows: Council Member Meerbott: Yes; Council Member Sochin: Yes; Council Member Bell: Yes; Mayor Cosgrove: Yes; Vice Mayor Vrooman: Yes. Ordinance 06-04 was adopted unanimously (5-0).

**XI. ORDINANCES FOR SECOND READING AND PUBLIC HEARING:** None at this time.

**XII. PUBLIC COMMENTS**

- A. Priyanshu A. Adathakkar, 9871 SW 221 Terrace, stated that the Charrette ordinance is available for download and will also include the PowerPoint presentation at [www.beautifulcity.us](http://www.beautifulcity.us)

**XIII. MAYOR AND COUNCIL COMMENTS**

- A. Council Member Meerbott provided a report concerning his recent attendance at the Cutler Bay Business Association meeting. He encouraged all to get involved. The meetings will be on the second Thursday of each month, with the next scheduled for March 9<sup>th</sup> at the Cutler Bay Seafood & Steakhouse.

- B. Council Member Sochin reported that he had received a call from the County Commissioner's office concerning construction vehicles using the roadway adjacent to Whigham Elementary School. He stated that the County would like to install a "no thru trucks" sign in order for the police to be able to enforce that law and cease the construction truck traffic.

Following discussion, Council Member Sochin moved to approve the installation of the signage. Seconded by Council Member Bell. All voted in favor. The Motion carried.

Council Member Sochin advised that he would like to begin planning a celebration event for the Town's inauguration. He noted that he had requested the Southland Mall submit an initial proposal to hold this event.

Mayor Cosgrove asked the attorneys to speak with Council Member Sochin concerning this suggestion.

- C. Council Member Bell advised that she will be attending the Great Parks Summit at Fairchild Tropical Gardens tomorrow and would provide a report to the Council.
- D. Mayor Cosgrove advised that he, Mr. Alexander and Attorney Bierman had begun preliminary discussions with County staff. He also noted that the CRA had briefly been discussed and that a public hearing has been scheduled by the County for February 21<sup>st</sup> regarding the consultant selection.

Mayor Cosgrove advised that while he had provided 22 subject areas for citizen's advisory committees and had asked the Council to narrow the subjects, the Town is not yet prepared to provide staffing to these committees. He stated that if an audience member is interested in being involved in any of these committees, to advise a Council member and see if they can be appointed.

Council Member Sochin provided his suggestions to all and noted the subcategories he recommended.

Mayor Cosgrove and the Council provided a proclamation to Paul Czekanski for his service to the Municipal Advisory Committee.

#### **XIV. OTHER BUSINESS**

- A. Report regarding process for hiring Town Manager-Interim/Permanent – Mayor Cosgrove

Mayor Cosgrove provided his report. He noted that it is important to have interim staff while the national search is ongoing. He stated that he had spoken with Mr. Alexander and Mr. Alexander is willing to serve as Interim Town

Manager. He advised that he will discuss the negotiations of an employment agreement for the interim position and report at the next Council meeting.

Mr. Alexander noted that he would be serving part-time until the contract is finalized at the March 2<sup>nd</sup> Council meeting.

Vice Mayor Vrooman moved to approve the report. Seconded by Council Member Bell. All voted in favor. The Motion carried unanimously (5-0).

B. Report regarding process for hiring Town Attorney/Legislative Representation – Vice Mayor Vrooman

Vice Mayor Vrooman provided a report and recommended that the Council consider utilizing the services of Weiss, Serota, et al., for a one-year term.

Council Member Meerbott moved to approve the selection for a 12-month period. Seconded by Council Member Sochin.

Attorney Bierman noted that the firm would charge \$180 per hour, with no charge for phone conferences with Council members.

Vice Mayor Vrooman advised that the firm was the second lowest hourly rate of the cities he surveyed.

All voted in favor. The Motion carried unanimously (5-0).

Vice Mayor Vrooman provided a report with regarding to the Lobbyist services to the Town. He suggested utilizing the services of the firms that were competitively bid by Palmetto Bay: Robert M. Levy & Assoc and Robert L. Book, who have been successfully lobbying for Palmetto Bay. He suggested an interim appointment of 12 to 18 months, paying the same rate as Palmetto Bay.

Following discussion, Council Member Bell moved to approve Vice Mayor Vrooman's reports and also to authorize the Vice Mayor to negotiate the terms of the initial contracts for the Town Attorney position and the Lobbyist services and return to Council. Seconded by Council Member Meerbott.

Council Member Sochin asked for explanation of the termination clause.

Attorney Weiss noted that if the Town of Cutler Bay is dissatisfied with their service, they could terminate the contract immediately and without notice.

All voted in favor of the previous Motion. The Motion carried unanimously (5-0).

C. Report regarding process for selection of finance/banking institution – Council Member Meerbott

Council Member Meerbott provided his report. He noted that he was contacted by three banking institutions; two said they would provide free service until the Town makes a permanent selection. He suggested authorizing the Manager to make the interim selection and then establish a committee to provide their expertise, receive bids and recommend a permanent selection to Council.

Mayor Cosgrove noted that Palmetto Bay uses not only a local bank, but also the State investment accounts.

Vice Mayor Vrooman moved to approve the report. Seconded by Council Member Sochin. All voted in favor. The Motion carried unanimously (5-0).

- D. Report regarding process for securing temporary facilities – Council Member Sochin

Council Member Sochin provided his report, noting that he had visited several available office spaces. He recommended that the Town seek a semi-permanent location, with adequate parking and public exposure, and consider a one to two year lease. He suggested forming a selection committee to secure the permanent location.

Council Member Bell moved to approve. Seconded by Council Member Meerbott. All voted in favor. The Motion carried unanimously (5-0).

Mayor Cosgrove advised that he had provided Vice Mayor Vrooman with information concerning the groups that expressed interest in leading the next pledge of allegiance.

- E. Report regarding process for hiring Town Clerk/Communications – Council Member Bell

Council Member Bell provided her report, noting that she has received information concerning the general responsibilities and duties of the Clerk position. She advised that with start-up cities there are, initially, other duties that the Clerk will be expected to perform until staffing has been established. She added that the Clerk should be a Certified Municipal Clerk or working toward that goal. She reported that she had received three resumes and would like to request Mrs. Pier's assistance with the interview process for the interim clerk position.

Mrs. Pier provided information as to the process for certification of a Clerk.

Council Member Bell reported that she had received information from firms interested in providing their public information services; however, she did not believe an interim appointment would be necessary. She advised that she has her appointment available for the permanent selection committee.

Council Member Sochin moved to approve the report and authorize Council Member Bell to negotiate a salary amount and contract with the town attorneys for the Interim Clerk position. Seconded by Council Member Meerbott. All voted in favor. The Motion carried unanimously (5-0).

Council Member Meerbott moved to approve Council Member Bell's report concerning a public information firm. Seconded by Vice Mayor Vrooman. All voted in favor. The Motion carried unanimously (5-0).

- F. Mayor Cosgrove asked the Council to be prepared to make their appointments to the Council Advisory Committees at the next Council meeting.

#### **XV. NEXT MEETING ANNOUNCEMENT AND ADJOURNMENT**

Mayor Cosgrove asked Vice Mayor Vrooman to arrange for the invocation and pledge of allegiance next week, noting that there is a Girl Scout group interested in assisting. He provided emergency contact information to staff, as he would not be in the office next week.

Mayor Cosgrove asked for a moment of silence for Vice Mayor Vrooman's father and Mayor Cosgrove's uncle, both of whom had passed recently.

The Meeting was officially adjourned at 10:40 pm.

*Prepared and submitted by:*

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*Meighan J. Pier, CMC  
Acting Town Clerk*

*Adopted by the Town Council on  
this \_\_\_\_ day of March, 2006.*

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*John F. Cosgrove, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW. WHILE THE FLORIDA STATUTES DO NOT REQUIRE AUDIO RECORDINGS, TO THE EXTENT THAT AUDIO RECORDINGS ARE MADE, THE RECORDING MAY BE REQUESTED FROM THE TOWN CLERK FOR REVIEW AND/OR COPYING. THE TOWN OF CUTLER BAY CAN NOT GUARANTEE THE QUALITY OF ANY RECORDING.

**RESOLUTION NO. 06-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY TO CO-DESIGNATE A PORTION OF CARRIBBEAN BOULEVARD TO HONOR FORMER MIAMI-DADE COUNTY COMMISSIONER, CLARA OESTERLE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, former Miami-Dade County Commissioner, Clara Oesterle, was a long time resident of the Town of Cutler Bay, Florida (the "Town"); and

**WHEREAS**, Clara Oesterle made significant contributions to Miami-Dade County and to the community of Cutler Bay during her service as a County Commissioner from 1974 to 1988; and

**WHEREAS**, the Mayor and Town Council of the Town wish to honor the contributions of Clara Oesterle by co-designating a portion of Caribbean Boulevard "Commissioner Clara Oesterle Way".

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

**Section 1.**     **Recitals.**     The above recitals are true and correct and are incorporated herein by reference.

**Section 2.**     The Mayor and Town Council hereby request that the Board of County Commissioners of Miami-Dade County, Florida, co-designate a portion of Caribbean Boulevard from Southwest 184th Street to Southwest 97th Avenue in Cutler Bay as Commissioner Clara Oesterle Way.

**Section 3.**     **Effective Date.**     This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this \_\_\_\_ day of March, 2006.

\_\_\_\_\_  
JOHN F. COSGROVE  
MAYOR

ATTEST:

\_\_\_\_\_  
MEIGHAN PIER, CMC  
Acting Town Clerk

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

\_\_\_\_\_  
ACTING TOWN ATTORNEY

FINAL VOTE AT ADOPTION:

Mayor John F. Cosgrove \_\_\_\_\_

Vice Mayor Paul S. Vrooman \_\_\_\_\_

Council Member Timothy J. Meerbott \_\_\_\_\_

Council Member Ernest N. Sochin \_\_\_\_\_

Council Member Peggy R. Bell \_\_\_\_\_

F:/Cutler Bay/Resolutions/Rename a portion of Caribbean Blvd to honor Clara Oesterle



**RESOLUTION NO. 2006 - \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT BETWEEN STEVEN ALEXANDER, EMPLOYED AS INTERIM TOWN MANAGER AND THE TOWN OF CUTLER BAY; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Charter of the Town of Cutler Bay (the "Town") provides for a Town Manager to act as the Chief Administrative Officer of the Town; and

**WHEREAS**, the Town Council finds that it is impracticable to solicit competitive bids or proposals for such services upon detailed specifications because of the necessity to immediately obtain the services of an Interim Town Manager, and the Acting Town Manager made a written recommendation on February 16, 2006, that it is neither practical nor advantageous for the Town to use formal competitive bidding procedures for such interim services, and

**WHEREAS**, the Mayor and Town Council desires to employ Steven Alexander as Interim Town Manager.

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

**Section 1.** The above Recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The Employment Agreement between Steven Alexander as Interim Town Manager and the Town of Cutler Bay attached as Exhibit "A" is approved and the Mayor is authorized to execute the Agreement on behalf of the Town, and the competitive bidding

requirements of section 3.10 of the Town Charter are hereby waived to the extent they apply to the selection of an interim Town Manager.

**Section 3.** This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_ day of March, 2006.

\_\_\_\_\_  
JOHN F. COSGROVE  
MAYOR

ATTEST:

\_\_\_\_\_  
MEIGHAN PIER, CMC  
Acting Town Clerk

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

\_\_\_\_\_  
ACTING TOWN ATTORNEY

FINAL VOTE AT ADOPTION:

Mayor John F. Cosgrove \_\_\_\_\_

Vice Mayor Paul S. Vrooman \_\_\_\_\_

Council Member Timothy J. Meerbott \_\_\_\_\_

Council Member Ernest N. Sochin \_\_\_\_\_

Council Member Peggy R. Bell \_\_\_\_\_

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the Town of Cutler Bay, Florida, a Florida municipal corporation (hereinafter referred to as "Town"), and STEVEN ALEXANDER (hereinafter referred to by name or as "Interim Town Manager").

### W I T N E S S E T H:

WHEREAS, the Town desires to employ Steven Alexander as its Town Manager on an interim basis, with all the powers of the Town Manager as provided for in Article III of the Town Charter; and

WHEREAS, the Town, through its Town Council, desires to provide for certain benefits and compensation for the Interim Town Manager and to establish conditions of employment applicable to the Interim Town Manager; and

WHEREAS, Steven Alexander desires to accept employment as Interim Town Manager of the Town of Cutler Bay under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

#### **Section 1. Employment.**

A. The Town of Cutler Bay hereby hires and appoints Steven Alexander as its Interim Town Manager, under the terms established herein, to perform the duties and functions specified in the Town Charter and the Town Code of Ordinances and to perform such other legally permissible and proper duties and functions as the Town Council shall from time to time assign.

B. The Town's employment of Steven Alexander as Interim Town Manager shall be effective February 17, 2006. This Agreement shall remain in effect for 180 days or until terminated by the Town or by the Interim Town Manager as provided herein. This agreement shall renew automatically for one additional 180 day period, subject to the termination provisions herein unless either party gives the other party written notice of non-renewal at least 30 days prior to the expiration of the first 180 day term.

#### **Section 2. Salary.**

For the performance of services pursuant to this Agreement, the Town agrees to pay the Interim Town Manager an annual base salary of \$120,000, payable in installments on a bi-weekly basis.

### **Section 3. Duties and Obligations.**

The Interim Town Manager shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the Town of Cutler Bay. The Interim Town Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

### **Section 4. Automobile Allowance and Communications Equipment**

The Interim Town Manager is required to be on call for twenty-four hour service. In recognition thereof:

A. The Town shall grant to the Interim Town Manager an automobile allowance of \$600 per month, and the Interim Town Manager shall lease or purchase, maintain, insure said vehicle.

B. The Town shall provide the Interim Town Manager with a cell phone allowance of \$200 per month to compensate him for the business use on his personal phone.

### **Section 5. Professional Development**

The Town agrees to pay reasonable and customary travel and subsistence expenses for the Interim Town Manager's travel to and attendance at the Florida League of Cities' annual conference. The Town may choose to pay for the Interim Town Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Council action.

### **Section 6. Community Involvement**

The Town recognizes the desirability of representation in and before local civic and other organizations, and encourages the Interim Town Manager to participate in these organizations to foster a continuing awareness of the Town's activities as well as the community's attitudes and ideas. Where an expense is involved for such participation, the Town Manager may request reimbursement and the Mayor may approve reimbursement of individual expenses of up to \$50. The Town Council shall consider and may approve individual expenses exceeding \$50.

### **Section 7. Personal Time Off**

The Interim Town Manager shall earn two days per month of Personal Time Off (PTO) annually. Said PTO is in lieu of sick and vacation time.

## **Section 8. Holidays**

The Interim Town Manager is entitled to the following paid holidays: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and the day after, Christmas Day and one other paid holiday to be selected at his discretion.

## **Section 9. Health and Dental Insurance**

The Town agrees to pay the cost of the Town Manager's and his family's health and dental insurance. Such coverage will be effective upon employment. Since the Town does not yet provide health insurance coverage to its employees, it will compensate the Interim Town Manager for the cost of his COBRA policy until the Town's can procure a policy and add him to the coverage.

## **Section 10. Termination by the Town and Severance Pay**

A. The Interim Town Manager shall serve at the pleasure of the Town Council, and the Town Council may terminate this Agreement and the Interim Town Manager's employment with the Town at any time, for any reason or for no reason. Provided however, that a minimum of two months compensation shall be paid as severance unless termination is with just cause. "Just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the City Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
5. The commission of any fraudulent act against the interest of the City.
6. The commission of any act which involves moral turpitude, or which causes the City disrepute.
7. Violation of the International City/County Management Association Code of Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

B. Should a majority of the entire Council (three members) vote to terminate the services of the Interim Town Manager "without cause", then within ten (10) business days following the end of the manager's employment with the Town, the Council shall cause the Interim Town Manager to be paid any accrued and unpaid salary and benefits earned (including personal time off, holiday time and insurance but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week.

#### **Section 11. Termination by the Interim Town Manager**

The Interim Town Manager may terminate this Agreement at any time by delivering to the Town Council a written notice of termination not later than thirty (30) days prior to the effective date of the termination. If the Interim Town Manager terminates this Agreement, then the provisions of Section 12, Paragraph B above, shall not apply. If the Interim Town Manager voluntarily resigns pursuant to this Section, the Town shall pay to the Interim Town Manager all accrued compensation due the Interim Town Manager up to the Interim Town Manager's final day of employment, including any accrued personal time off. The Town shall have no further financial obligation to Employee pursuant to this Agreement.

#### **Section 12. Disability**

If the Interim Town Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 12, Paragraph B of this Agreement.

#### **Section 13. Indemnification.**

A. Town shall defend, save harmless, and indemnify the Interim Town Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Interim Town Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town shall not be liable for the acts or omissions of the Interim Town Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human life, safety, or property. In such instance, the Interim Town Manager shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Interim Town Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

#### **Section 14. Bonding**

The Town agrees to bear the full cost of any fidelity or other bonds required of the Interim Town Manager under the Town Charter or any policy, regulation, ordinance or law.

#### **Section 15. General Terms and Conditions**

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

D. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Miami-Dade County, Florida to the exclusion of any other venue. All parties hereby submit to the jurisdiction of said courts.

E. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

F. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

G. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

Executed by the TOWN this \_\_\_\_ day of February, 2006.

TOWN OF CUTLER BAY

By: \_\_\_\_\_  
John Cosgrove, Mayor

ATTEST:

\_\_\_\_\_, Interim Town Clerk

Executed by the INTERIM TOWN MANAGER this \_\_\_\_\_ day of March, 2006

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Steven Alexander

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

\_\_\_\_\_  
Signature

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



February 24, 2006

The Honorable Mayor and Members  
of the Town Council  
Town of Cutler Bay  
c/o Meighan Pier  
8950 S.W. 152 Street  
Palmetto Bay, Fl. 33157

**Re: Retention of Weiss Serota Helfman, et al. as interim City Attorney**

Dear Mayor and Councilmembers:

This confirms that the Town of Cutler Bay (the "Town") has retained the services of Weiss Serota, et al. as interim Town Attorney. This letter outlines the terms of that retention.

As discussed at the previous Council meeting on February 16th, 2006 the Town anticipates that the firm shall serve as interim Town Attorney for a period of one year with the Town retaining the right to terminate the services of the firm at any time for convenience.

The firm shall provide all legal services traditionally performed by a town attorney. The firm will charge an hourly fee of \$180.00 regardless of whether the services are performed by a partner or an associate. This is substantially below the lowest hourly fee charged by any attorney in the firm for work for private clients. The firm will not charge for telephone calls between the firm's attorneys and Cutler Bay elected officials or staff. The firm will request reimbursement of all out of pocket expenses it incurs in providing services to the Town.

Should you have any questions or concerns, please contact me.

Very truly yours,

Mitchell A. Bierman

The Honorable Mayor and Members of the Town Council  
February 24, 2006  
Page 2

AGREED AND ACCEPTED on \_\_\_\_\_, 2006.

TOWN OF CUTLER BAY

By: \_\_\_\_\_  
The Honorable John F. Cosgrove  
Mayor, Town of Cutler Bay

**RESOLUTION NO. 06-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.A., AS INTERIM TOWN ATTORNEY; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Charter of the Town of Cutler Bay (the "Town") provides for the Town to hire an individual or law firm to act as the Town Attorney; and

**WHEREAS**, the Town Council finds that it is both necessary and appropriate to retain an Acting Town Attorney; and

**WHEREAS**, the Town Council finds that it is impracticable to solicit competitive bids or proposals for such services upon detailed specifications because of the necessity to immediately obtain the services of a Town Attorney and the Acting Town Manager made a written recommendation on February 16, 2006 that it is neither practical nor advantageous for the Town to use formal competitive bidding procedures for the selection of an interim Town Attorney, and

**WHEREAS**, the Town Council has selected the law firm of Weiss Serota Helfman Pastoriza Cole & Boniske, P.A. to serve as Interim Town Attorney.

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

**Section 1.** The above Recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The law firm of Weiss Serota Helfman Pastoriza Cole & Boniske, P.A. is approved as Interim Town Attorney and the Mayor is authorized to execute a retainer agreement, attached as Exhibit "A", on behalf of the Town, and the competitive bidding requirements of

Section 3.10 of the Town Charter are hereby waived to the extent they would require a competitive process for the selection of an interim Town Attorney.

**Section 3.** This resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this \_\_\_\_ day of March, 2006.

\_\_\_\_\_  
JOHN F. COSGROVE  
MAYOR

ATTEST:

\_\_\_\_\_  
MEIGHAN PIER, CMC  
Acting Town Clerk

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

\_\_\_\_\_  
ACTING TOWN ATTORNEY

FINAL VOTE AT ADOPTION:

Mayor John F. Cosgrove \_\_\_\_\_

Vice Mayor Paul S. Vrooman \_\_\_\_\_

Council Member Timothy J. Meerbott \_\_\_\_\_

Council Member Ernest N. Sochin \_\_\_\_\_

Council Member Peggy R. Bell \_\_\_\_\_

F:/Cutler Bay/Resolutions/Approving Interim Town Attorney

WEISS SEROTA HELFMAN  
PASTORIZA COLE & BONISKE, P.A.

ATTORNEYS AT LAW

MITCHELL A. BIERMAN  
NINA L. BONISKE  
MITCHELL J. BURNSTEIN  
JAMIE ALAN COLE  
STEPHEN J. HELFMAN  
GILBERTO PASTORIZA  
MICHAEL S. POPOK  
GARY I. RESNICK  
JOSEPH H. SEROTA  
SUSAN L. TREVARTHEN  
RICHARD JAY WEISS  
DAVID M. WOLPIN

MIAMI-DADE OFFICE  
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SUITE 420  
MIAMI, FLORIDA 33133

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TELECOPIER 305-854-2323  
WWW.WSH-LAW.COM

BROWARD OFFICE  
3107 STIRLING ROAD • SUITE 300  
FORT LAUDERDALE, FLORIDA 33312  
TELEPHONE 954-763-4242 • TELECOPIER 954-764-7770

\*OF COUNSEL

DOUGLAS R. GONZALES  
TARA L. GOULD  
GREGORY A. HAILE  
JOHN J. KENDRICK III  
PETER A. LICHTMAN  
KAREN LIEBERMAN\*  
JOHANNA M. LUNDGREN  
MATTHEW H. MANDEL  
ALEXANDER L. PALENZUELA-MAURI  
CHRISTINA PRKIC  
JOHN J. QUICK  
ANTHONY L. RECIO  
SCOTT A. ROBIN  
FRANK A. RULLAN  
GAIL D. SEROTA\*  
ESTRELLITA S. SIBILA  
MICHAEL L. STINES  
JOSE S. TALAVERA  
STEVEN E. TAYLOR  
JAMES E. WHITE

LILLIAN ARANGO DE LA HOZ\*  
JAMES E. BAKER  
VIVIAN DE LAS CUEVAS-DIAZ  
IGNACIO G. DEL VALLE\*  
ISABEL C. DIAZ  
RAQUEL ELEJABARRIETA  
PAUL S. FIGG  
CHAD FRIEDMAN

February 24, 2006

The Honorable Mayor and Members  
of the Town Council  
Town of Cutler Bay  
c/o Ms. Meigan Pier, Acting Clerk  
8950 S.W. 152 Street  
Palmetto Bay, Fl. 33157

**Re: Retention of Weiss Serota Helfman, et al. as interim City Attorney**

Dear Mayor and Councilmembers:

This confirms that the Town of Cutler Bay (the "Town") has retained the services of Weiss Serota, et al. as interim Town Attorney. This letter outlines the terms of that retention.

As discussed at the previous Council meeting on February 16th, 2006 the Town anticipates that the firm shall serve as interim Town Attorney for a period of one year with the Town retaining the right to terminate the services of the firm at any time for convenience.

The firm shall provide all legal services traditionally performed by a town attorney. The firm will charge an hourly fee of \$180.00 regardless of whether the services are performed by a partner or an associate. This is substantially below the lowest hourly fee charged by any attorney in the firm for work for private clients. The firm will not charge for telephone calls between the firm's attorneys and Cutler Bay elected officials or staff. The firm will request reimbursement of all out of pocket expenses it incurs in providing services to the Town.

The Honorable Mayor and Members of the Town Council  
February 24, 2006  
Page 2

Should you have any questions or concerns, please contact me.

Very truly yours,

  
Mitchell A. Bierman

AGREED AND ACCEPTED on \_\_\_\_\_, 2006.

TOWN OF CUTLER BAY

By: \_\_\_\_\_  
The Honorable John F. Cosgrove  
Mayor, Town of Cutler Bay

**RESOLUTION NO. 06-**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE A TEMPORARY AGREEMENT FOR LEGISLATIVE CONSULTING SERVICES WITH RONALD L. BOOK, P.A. AND ROBERT M. LEVY & ASSOCIATES, INC.; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Cutler Bay (the "Town") desires to obtain the services of legislative consultants to represent the Town's interest before the Florida Legislature; and

WHEREAS, the Town Council finds that it is not practical to solicit formal competitive bids or proposals for such services upon detailed specifications because of the necessity to immediately obtain such services, and the Interim Town Manager made a written recommendation on February 16, 2006 that it is neither practical nor advantageous for the Town to use formal competitive bidding procedures for such interim services, and

WHEREAS, the Town Council finds that it is in the best interests of the Town to "piggyback" onto a competitively bid Agreement by the Village of Palmetto Bay so that the Town is able to have professional legislative consulting representation during the legislative session which begins on Tuesday March 7, 2006.

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

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

**Section 2. Authorization to Contract.** The Interim Town Manager is authorized to execute an agreement with Ronald L. Book, P.A. and Robert M. Levy &

Associates, Inc to provide legislative consulting services for a period not to exceed twelve (12) months as specified in the attached February 23, 2006 correspondence from Ronald. L. Book and in substantially the form of the attached Palmetto Bay agreement with them executed by the Palmetto Bay Village Manager on December 12, 2003 at the rate of Five thousand dollars (\$5,000.00) per month. Section 3.10 of the Town Charter is hereby waived to the extent it would require formal competitive bidding for the selection of such interim legislative consultants.

**Section 3.** **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this \_\_\_\_ day of March, 2006.

\_\_\_\_\_  
JOHN F. COSGROVE  
MAYOR

ATTEST:

\_\_\_\_\_  
MEIGHAN PIER, CMC  
Acting Town Clerk

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

\_\_\_\_\_  
TOWN ATTORNEY

FINAL VOTE AT ADOPTION:

Mayor John F. Cosgrove \_\_\_\_\_

Vice Mayor Paul S. Vrooman \_\_\_\_\_

Council Member Timothy J. Meerbott \_\_\_\_\_



Council Member Ernest N. Sochin

\_\_\_\_\_

Council Member Peggy R. Bell

\_\_\_\_\_



Ronald L. Book, P. A.  
LAW OFFICES  
PROFESSIONAL ASSOCIATION

February 23, 2006

Mr. Charles Scurr  
Town of Cutler Bay  
8950 SW 152 Street  
Palmetto Bay, FL 33157

Re: Professional Services Agreement / 2006 Regular Legislative Session

Dear Mr. Scurr:

This letter will confirm our agreement to represent the Town of Cutler Bay during the 2006 regular legislative session and any extensions or special sessions that may be called related to the 2006 regular legislative session. We agree to represent the Town of Cutler Bay on any and all legislative or executive branch matters that may arise during 2006, beginning on February 1, 2006 and running through January 31, 2007. It is our responsibility to make any committee presentations and to keep the Town informed on all matters that we are responsible for handling, as well as any local government issues we believe will impact the Town now and in the future.. We agree to make ourselves available upon reasonable notice to meet with the Town Council or their designees as directed. It is understood that we are to initially begin work on increasing the Town's visibility by having signage created and erected at various locations and/or highways.

In exchange for this representation, the Town of Cutler Bay agrees to compensate the joint venture of Ronald L. Book, P.A. and Robert M. Levy & Associates, Inc. with a collective Five Thousand [\$5,000.00] Dollar per month retainer and it is agreed that this relationship would last for twelve (12) months. The parties agree that this agreement may be extended for additional years at the Town's direction. This fee agreement is an all-inclusive relationship and all costs will be borne by these firms.

REPLY TO:

- Concorde Center 2 - 2999 Northeast 191 Street, PH 6 - Aventura, Florida 33180 - Telephone (305) 935-1866 - Fax (305) 935-9737
- 106 East College Avenue, 14th Floor - Tallahassee, Florida 32302 - (850) 224-3427

Professional Services Agreement

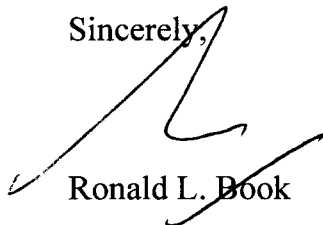
February 23, 2006

Page 2

We look forward to many mutual successes on behalf of the Town of Cutler Bay and we appreciate very much the confidence that you have placed in us to represent your interests and that of your constituents. We will always work hard to maintain that confidence.

Assuming this meets with our mutual understanding, please sign and return to our offices.

Sincerely,



Ronald L. Book

\_\_\_\_\_ / /  
Date

RLB:ldf



*Village of Palmetto Bay  
Request for Proposals  
Legislative Services  
RFP No. 2003-003  
October 2003*

**Section I – General Information**

The Village of Palmetto Bay seeks to retain the services of a legislative consultant(s) for matters in which the Village may need professional services before the Florida Legislature, Administrative and Regulatory Agencies and Departments, the Governor and Cabinet, etc. Such services shall include attending state legislative committee hearings and meetings, rule making proceedings and administrative or legislative agency meetings. The contract services shall include but not necessarily be limited to: scheduled, extended and special legislative sessions and meetings; state administrative and agency hearings, meetings or rule making proceedings; legal, grant and legislative consulting services in accordance with the terms and conditions of this Request for Proposals (RFP).

The successful contractor shall agree to be available at all times upon reasonable request to meet with Village officials and to attend meetings, represent the interests of the Village, and act as a liaison between the Village and all branches, departments, and agencies of State government, at any legislative committee meeting or meetings with the Governor, Cabinet, or Cabinet members or state agencies.

The contractor shall maintain a year round presence in Tallahassee, Florida and also a staffed office presence during the legislative sessions. Contractors shall be able to provide staff and office support to Village officials when traveling to Tallahassee. Contractors must have an in-depth knowledge of issues and programs affecting the Village and Miami-Dade County and have an outstanding record of accomplishment in representing local governments, particularly in the grant funding area.

**Section II - Professional Services Required**

The contractor shall provide the following services to the Village:

1. Review, on a continuing basis, existing and proposed State policies, programs and legislation affecting the Village

2. Assist the Village in the development of its legislative program. The scope of the legislative program should include all Village Departments and functions.
3. Provide specific assistance to the Village in the identification, development, application, and approval of funding requests, grants, and appropriations for all Village Departments and functions.
4. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special legislative sessions relative to the Village's legislative program or other issues that may impact the Village.
5. Work with Village staff and the Miami-Dade legislative delegation to develop legislation rules, etc., impacting the Village.
6. Develop and evaluate strategy for the support, opposition or amendment of legislation rules, etc., impacting the Village.
7. Testify and lobby before legislature, Governor, and Cabinet as necessary on behalf of the Village.
8. Appear and testify before state agency hearings, budget meetings, rule making or other administrative agency or legislative meetings on behalf of the Village.
9. Upon request, schedule and coordinate meetings between Village officials and appropriate local, state, or federal officials and legislators.
10. Provide staff, office and logistical support to Village officials while in Tallahassee.
11. Prepare written status reports to the Village. Such reports shall be as detailed as necessary and include updates on the Village's legislative program and funding requests.
12. The contractor may be requested on a very limited basis to provide support on County and Federal matters. It is understood that these areas are not the focus of the RFP.

### **Section III - General Terms and Conditions**

1. The Village shall provide a monthly retainer for the above referenced services. The monthly retainer shall be negotiated with the selected contractor(s). The monthly retainer shall include all fees, including contractor travel, postage, telephone, etc. Additional extraordinary expenses may be allowable on a pre-approved case by case basis.
2. The Village reserves the right to select one or more contractors and the ability to designate lead responsibility if more than one contractor is engaged.
3. The contractor shall report to the Village Manager, or assigned designee.

4. The contractor shall be an independent contractor under this Agreement.
5. The contractor shall not represent clients in matters adverse to the Village, and shall make promptly known any conflicts or potential conflicts. If said conflicts cannot be satisfactorily resolved to the Village's satisfaction, the Village reserves the right to suspend and/or terminate the services of the contractor and procure same from other contractors.
6. The contractor acknowledges that he/she has not been convicted of public entity crime or placed on the convicted vendor list.
7. The Village reserves the right to delete or modify the services and scope of work under this contract at any time with or without cause. If such scope of work is reduced, the payment to the contractor shall be reduced by a commensurate amount.
8. The contractor may not change the principal person(s) working on this contract without the express permission of the Village.
9. The Village reserves the right to negotiate the fee schedule proposed by the contractor under this RFP in order to meet Village budgetary constraints

#### **Section IV – Documents Required**

Each contractor shall submit 10 copies of the following:

1. A cover letter indicating the contractor's interest in providing the services described in this RFP to the Village.
2. A brief history of the contractor including how long the contractor has been engaged in this field of work.
3. A list of the principal(s) who will be responsible for providing the specified services, including resumes or biographies for each person.
4. All current local, municipal, county, regional, state, and federal clients of the contractor, including for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro Bonn, retainer, project based fee, etc.); (d) accomplishments achieved for the client including legislative appropriations; and (e) a contact name and phone number for the client.
5. Any prior or private sector clients that may be relevant, providing the same information as above.
6. Copies of any press articles, profiles, commendations, etc., that may assist the Village in its evaluation.

7. A list of references including comparable jurisdictions to the Village and elected officials [Please limit to five (5)]
8. An original signed copy of this RFP wherein the contractor acknowledges and warrants that he/she has read and agrees with all of the terms and conditions contained herein.
9. Proposed monthly retainer fee to provide the services described herein.

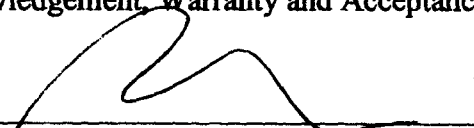
**Section V – Timetable and Process**

Sealed proposals will be received by the Village Clerk, 8950 SW 152<sup>nd</sup> Street, Palmetto Bay, FL 33157, no later than 3:00 p.m. on or before Monday, November 17, 2003.


The Village will evaluate the RFP's based on the following criteria:

1. The experience and knowledge of the contractor
2. The experience of the contractor in representing entities comparable to the Village
3. The ability of the contractor to provide all of the services requested by the Village
4. The accomplishments, generally, of the contractor in representing entities comparable to the Village
5. The accomplishments, specifically, in securing funding and appropriations for its clients

Acknowledgement, Warranty and Acceptance:

  
\_\_\_\_\_  
Contractor

11/17/03  
Date

  
\_\_\_\_\_  
Village Manager

12/1/03  
Date

**RESOLUTION NO. 06-\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA APPROVING PAYMENT OF EXPENSES INCURRED FOR THE FIRST TWO COUNCIL MEETINGS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay, Florida (the "Town") held its first two Council meetings on February 2, 2006 and February 16, 2006; and

**WHEREAS**, certain expenses were incurred in order to hold said Council meetings including, but not limited to, facility charges, personnel charges, audio-visual charges, and other costs; and

**WHEREAS**, the Town Council wishes to pay those expenses out of monies received from Miami-Dade County.

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

**Section 1.** The above Recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The Interim Town Manager shall as soon as practicable pay the expenses incurred in holding the first two Council meetings out of monies received pursuant to the First Interlocal Agreement with Miami-Dade County after reviewing the same for accuracies.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this \_\_\_ day of March, 2006.

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JOHN F. COSGROVE  
MAYOR



ATTEST:

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MEIGHAN PIER, CMC  
Acting Town Clerk

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

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ACTING TOWN ATTORNEY

FINAL VOTE AT ADOPTION:

Mayor John F. Cosgrove \_\_\_\_\_

Vice Mayor Paul S. Vrooman \_\_\_\_\_

Council Member Timothy J. Meerbott \_\_\_\_\_

Council Member Ernest N. Sochin \_\_\_\_\_

Council Member Peggy R. Bell \_\_\_\_\_

**RESOLUTION NO. 06-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL  
OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING  
FOR THE TOWN'S PARTICIPATION IN THE NATIONAL  
FLOOD INSURANCE PROGRAM; AND PROVIDING FOR  
AN EFFECTIVE DATE.**

**WHEREAS**, certain areas of the Town of Cutler Bay, Florida (the "Town") are subject to periodic flooding, or flood-related erosion, causing serious damage to properties within these areas; and

**WHEREAS**, relief is available in the form of federally subsidized flood insurance as authorized by the National Flood Insurance Act of 1968; and

**WHEREAS**, the Mayor and Town Council have the legal authority to adopt, land use and control measures to reduce future flood losses; and

**WHEREAS**, the Mayor and Town Council intend to continue to recognize flood-related erosion hazards in all official actions relating to land use in areas possessing such hazards so that Town residents may obtain federally subsidized flood insurance.

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

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

**Section 2.** The Mayor and Town Council of Cutler Bay, Florida, assures the Federal Insurance Administration that it will enact as necessary, and maintain in force in those areas having flood, or flood-related erosion hazards, adequate land use measures and regulations with enforcement provisions consistent with the criteria set forth in Title 40, Part 60, Code of Federal Regulations, known as the "National Flood Insurance Program Regulations." The Mayor and Town Council further agree to take such official action as may be reasonably necessary to carry out the objectives of the National Flood Insurance Program.

**Section 3.** The Interim Town Manager is vested with the responsibility, authority and means to:

(a) Assist the Federal Insurance Administration and its Administrator with the delineation of the limits of the area having special flood, or flood-related erosion hazards.

(b) Provide such information as the Administrator may request concerning present uses and occupancy of the flood plain, or flood-related erosion areas.

(c) Cooperate with federal, state, and local agencies and private firms which undertake to study, survey, map, and identify flood plain, or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining flood plain, and/or flood-related erosion areas in order to prevent aggravation of existing hazards.

(d) Notify the Administrator in writing whenever the boundaries of the Town have been modified by annexation and include within such notification a copy of a map of the Town suitable for reproduction, clearly delineating the new corporate limits of the Town.

(e) Notify the Administrator if the Town has relinquished flood plain management regulatory authority and include within such notification a copy of the map of the Town suitable for reproduction, clearly delineating the area for which the Town no longer has authority to adopt and enforce flood plain management regulations.

**Section 4.** For all areas having special flood hazards as identified on the appropriate Flood Insurance Rate Map, the Acting Town Clerk is directed to maintain for public inspection any

certificates of flood-proofing and information on (a) the elevation (in relation to mean sea level) of the level of the lowest flood (including basement) of all new or substantially improved structures; (b) whether or not such structures include a basement; and (c) whether the structure has been flood-proofed.

**Section 5.** This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this \_\_\_\_ day of March, 2006.

\_\_\_\_\_  
JOHN F. COSGROVE  
MAYOR

ATTEST:

\_\_\_\_\_  
MEIGHAN PIER, CMC  
Acting Town Clerk

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

\_\_\_\_\_  
ACTING TOWN ATTORNEY

FINAL VOTE AT ADOPTION:

Mayor John F. Cosgrove \_\_\_\_\_

Vice Mayor Paul S. Vrooman \_\_\_\_\_

Council Member Timothy J. Meerbott \_\_\_\_\_

Council Member Ernest N. Sochin \_\_\_\_\_

Council Member Peggy R. Bell \_\_\_\_\_

F:/Cutler Bay/Resolutions/National Flood Insurance Program

**RESOLUTION NO. 06-\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA CREATING COUNCIL MEMBER-CITIZEN COMMITTEES FOR THE PURPOSE OF PROVIDING RECOMMENDATIONS TO THE TOWN COUNCIL ON THE SELECTION OF A PERMANENT TOWN MANAGER, TOWN ATTORNEY / GOVERNMENT RELATIONS CONSULTANT, TOWN CLERK / COMMUNICATIONS, TOWN BANKING SERVICES AND TOWN OFFICES; PROVIDING FOR SUNSET REVIEW AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the "Town") desires that committees be created to make recommendations to the Town Council regarding the selection of a permanent Town Manager, Town Attorney/Government Relations Consultant, Town Clerk/Communications, Town offices and Town banking services; and

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

**Section 1.** The above Recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The Town Council hereby creates the following Council Member-Citizen Committees:

1. Town Manager Committee;
2. Town Attorney/Government Relations Consultant Committee;
3. Town Clerk/Communications Committee;
4. Town Banking Services Committee; and
5. Town Offices Committee.

**Section 3.** Each Committee shall each consist of one (1) Council Member serving in an ex-officio capacity and five (5) citizens of the Town. The members shall serve for a period of

up to twelve (12) months. Each Council Member shall recommended one (1) citizen member to each Committee which nominees shall be appointed by resolution of the Town Council.

**Section 4.** The Committees shall be subject to Sunset Review one (1) year from the effective date of this Ordinance or upon completion of their final report.

**Section 5.** The Town Manager and Town Attorney are directed to develop a scope of work for each committee to be presented at the Next Town Council meeting.

**Section 6.** The Town Manager is directed to develop a staffing support plan for each committee to be presented at the next Town Council meeting.

**Section 7.** This Ordinance shall become effective immediately upon its adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of March, 2006.

\_\_\_\_\_  
JOHN F. COSGROVE  
MAYOR

ATTEST:

\_\_\_\_\_  
MEIGHAN PIER, CMC  
Acting Town Clerk

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

\_\_\_\_\_  
ACTING TOWN ATTORNEY

FINAL VOTE AT ADOPTION:

Mayor John F. Cosgrove \_\_\_\_\_

Vice Mayor Paul S. Vrooman \_\_\_\_\_

Council Member Timothy J. Meerbott \_\_\_\_\_

Council Member Ernest N. Sochin \_\_\_\_\_

Council Member Peggy R. Bell \_\_\_\_\_

F:/Cutler Bay/Ordinance/Creating Citizen Committees for Recommendations to Town Council

# Memo

**To:** Meighan Pier, Acting Clerk  
Town of Cutler Bay

**From:** John Cosgrove, Mayor

**Date:** February 16, 2006

**Re:** Citizens/ Council Advisory Committee Appointments

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1. Clerk / Communications (Councilwoman Peggy Bell)  
Alfonsina Sergio
  
2. Attorney / Legislature (Vice Mayor Paul Vrooman)  
Wayne Collins
  
3. Manager (Mayor John Cosgrove)  
Ed MacDougall
  
4. Finances (Councilman Tim Meerbott)  
Sandi Reyes-Nanni
  
5. Facilities (Councilman Ernie Sochin)  
Dominic Humphrey

PLEASE FORWARD TO ALL COUNCIL MEMBERS & BRING COPIES  
TO COUNCIL MEETING.



*Town of  
Cutler Bay*

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To: Honorable Mayor, Vice Mayor  
& Town Council

Date: February 28, 2006

From: Meighan Pier, Acting Town Clerk

Re: Appointments

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Attached please find Council Member Sochin's appointments to the Council Member –  
Citizen Advisory Committees.

Assignment	Assigned to	Committee member
Town Manager	Cosgrove	Jay Lockwood (305) 235-6709
Town Attorney	Vrooman	Dell Joseph 305-235-1600
Banking	Meerbot	Robert Rosa (305) 252-0203
Office Bldg	Sochin	Donnie Humphreys (305) 969-9788
Town Clerk Communications	Bell	Tom Condon (305) 378-9152

Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.A.

**MEMORANDUM**

**To:** Honorable Mayor and Town Council, Town of Cutler Bay

**From:** Mitchell Bierman, Office of the Interim Town Attorney  
Gary Resnick, Office of the Interim Town Attorney

**Date:** February 23, 2006

**Re:** Emergency Ordinance Pertaining to Communications Services Tax

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The proposed Emergency Ordinance ("Ordinance") sets forth a local communication services tax rate for the Town of Cutler Bay ("Town"), pursuant to the Communications Services Tax Simplification Act, Chapter 202, Florida Statutes ("CST"), which requires each local government to make certain elections to establish its appropriate tax rate on communications services. The CST places taxes on all communications services, including local telephone, paging, cable and satellite television, interstate calling, wireless, and internet (if bundled with other taxed product).

The CST establishes a maximum tax rate of 5.1%, for all local governments and Section 337.401(3)(c)(1), Florida Statutes (2005), provides for the election to require permit fees from any provider of communications services that uses or occupies municipal roads or rights-of-way for the provision of communications services. If a municipality elects not to require permit fees from communications services providers, it may increase the local communications services tax rate by 0.12%, which is the maximum amount allowed under the CST. These taxes are collected by the Florida Department of Revenue ("DOR") and distributed to local governments.

The Town was created after the CST's effective date and therefore did not establish a conversion tax rate for the Town. The proposed Ordinance provides for a local communications tax rate of 5.1%, and the election not to require and collect permit fees from communications services providers, taking advantage of an increase of the tax rate by an additional 0.12%. Therefore, under the proposed Ordinance, the Town's total local communications tax rate will be 5.22%, effective January 1, 2007. The proposed Ordinance directs the Assisting Town Manager to file the necessary reports with DOR to update their database, and also directs the Acting Town Clerk to provide a copy of the proposed Ordinance to DOR.

If you have any questions, please do not hesitate to contact us.

**ORDINANCE NO. 06-**

**AN EMERGENCY ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PERTAINING TO THE LOCAL COMMUNICATIONS SERVICES TAX RATE; PROVIDING FOR INTENT; PROVIDING FOR ELECTION NOT TO REQUIRE AND COLLECT PERMIT FEES, ESTABLISHING THE LOCAL COMMUNICATIONS SERVICES TAX RATES; PROVIDING FOR NOTICE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 8.8 of the Town of Cutler Bay ("Town") Charter, the Town Council shall adopt ordinances required to effect the transition as emergency ordinances; and

**WHEREAS**, section 202.19, Florida Statutes (2005), authorizes municipalities to impose a local communications services tax at a rate of up to 5.1% for municipalities that have not chosen to levy permit fees, and at a rate of up to 4.98% for municipalities that have chosen to levy permit fees; and

**WHEREAS**, the maximum rate does not include an optional add on of up to 0.12% for municipalities that choose not to levy permit fees pursuant to section 337.401, Florida Statutes, nor do the rates supersede conversion or emergency rates authorized by section 202.20, Florida Statutes, which may be in excess of these maximum rates; and

**WHEREAS**, a municipality may require and collect permit fees from any providers of communications services that use or occupy municipal roads or rights-of-way for the provision of communications services. However, to ensure competitive neutrality among providers of communications services, a municipality that elects to exercise its authority to require and collect permit fees will have an automatic reduction in the rate of the local communications services tax for the municipality, as computed

under section 202.20(1) and (2), Florida Statutes (2005), as amended, by a rate of 0.12%;  
and

**WHEREAS**, alternatively, a municipality may elect not to require and collect permit fees from any provider of communications services that uses or occupies municipal roads or rights-of-way for the provision of communications services. If the municipality elects not to require and collect permit fees, the total rate for the local communications services tax as computed under section 202.20(1) and (2), Florida Statutes (2005), as amended, for that municipality may be increased by ordinance by an amount not to exceed a rate of 0.12%.

**WHEREAS**, the Town was created pursuant to the Constitution of the State of Florida and the Home Rule Charter of Miami-Dade County, on November 8, 2005, and therefore, Section 202.20(1)(a) and (b), Florida Statutes (2005), as amended, did not establish conversion rates for the Town that are higher than the maximum rate of 5.1%;  
and

**WHEREAS**, Section 337.401(3)(c)(1)(a), Florida Statutes (2005) provides substantial restrictions on permit fees that municipalities may charge communications providers, including a cap of \$100 per permit; and

**WHEREAS**, the Town has determined that it is in the best interests of the public and of the Town not to charge communications providers permit fees authorized by Section 337.401, Florida Statutes, (2005) effective October 1, 2005, and to benefit from the higher local communications tax rate.

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

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

**Section 2. Permit Fees.** The Town elects not to require and collect permit fees from any provider of communications services that uses or occupies municipal roads or rights-of-way for the provision of communications services, as provided in Section 337.401(3)(c)(1), Florida Statutes (2005).

**Section 3. Local Communications Services Tax Rate.** The Town adopts the local communications tax rate as follows:

- a. The tax rate shall be set at 5.1% and this tax rate shall take effect on January 1, 2007.
- b. Pursuant to Section 337.401(3)(c)(1)(b), Florida Statutes (2005), the Town elects to increase its total rate for the local communications services tax by an amount of 0.12%, and this election shall take effect January 1, 2007.
- c. The total local communications services tax rate shall be 5.22%.
- d. The local communications service tax rate shall be effective January 1, 2007.

**Section 4. Notice to the Department of Revenue.** The Assisting Town Manager is directed to file the appropriate report(s) with the Department of Revenue and the Acting Town Clerk is directed to provide a copy of this Ordinance to the Department of Revenue by certified mail postmarked on or before September 1, 2006, as provided in Section 202.21, Florida Statutes (2005).

**Section 5. Repeal of Conflicting Provisions.** All provisions of the Code of Miami-Dade County as made applicable to the Town by Section 8.3 of the Town Charter which are in conflict with this Ordinance are hereby repealed.

**Section 6. 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 7. Effective Date.** This ordinance shall be effective immediately upon adoption.

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

Mayor John F. Cosgrove	_____
Vice Mayor Paul S. Vrooman	_____
Council Member Timothy J. Meerbott	_____
Council Member Ernest N. Sochin	_____
Council Member Peggy R. Bell	_____

PASSED AND ADOPTED this \_\_\_\_ day of February 2006.

\_\_\_\_\_  
JOHN F. COSGROVE, MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

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

\_\_\_\_\_  
ACTING TOWN ATTORNEY