

TOWN OF CUTLER BAY

Mayor Paul S. Vrooman
Vice Mayor Edward P. MacDougall
Councilmember Timothy J. Meerbott
Councilmember Ernest N. Sochin
Councilmember Peggy R. Bell

Town Manager Steven J. Alexander
Interim Town Attorney Mitchell Bierman
Interim Town Attorney Chad Friedman
Town Clerk Erika Gonzalez-Santamaria

In accordance with the American with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (305) 234-4262 for assistance no later than four (4) days prior to the meeting.

TOWN COUNCIL MEETING AGENDA

Wednesday, October 18, 2006

7:00 PM

South Dade Government Center
10710 SW 211th Street, Room 203
Cutler Bay, Florida 33189

- I. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE
- II. INVOCATION
- III. PROCLAMATIONS, AWARDS, PRESENTATIONS
 - A. Meighan Rader, Village Clerk of Palmetto Bay – Presenting Certificate to Mayor
 - B. UCCB and UCSL – PowerPoint Presentation on First Annual Cutler Bay Picnic and Chili Cook-off
- IV. APPROVAL OF MINUTES
 - A. October 4, 2006 (Regular Council Meeting)
- V. ADDITIONS, DELETIONS, AND DEFERRALS (Voice Vote)
- VI. TOWN MANAGER'S REPORT
- VII. TOWN ATTORNEY'S REPORT
- VIII. BOARD AND COMMITTEE REPORTS
- IX. CONSENT AGENDA (ANY ITEM SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION OR SEPARATE VOTE IF REQUESTED BY A COUNCILMEMBER) [Voice Vote]

TAB 1

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A VEHICLE LEASE-PURCHASE AGREEMENT FOR MOTOR VEHICLES AND RELATED EQUIPMENT FROM MAROONE CHEVROLET IN AN AMOUNT NOT TO EXCEED \$60,000; REPEALING RESOLUTION 06-60; PROVIDING FOR AN EFFECTIVE DATE. TAB 2

- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , ADOPTING AN ASSESSMENT LIEN RESEARCH FEE; PROVIDNG FOR AN EFFECTIVE DATE. TAB 3

- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING AN OCCUPATIONAL LICENSE TAX SCHEDULE; PROVIDING FOR AN EFFECTIVE DATE. TAB 4

- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE "PARKS INTERLOCAL AGREEMENT" BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR THE OPERATION AND CONVEYANCE OF CERTAIN COUNTY PARKS WITHIN THE TOWN OF CUTLER BAY CORPORATE LIMITS; AUTHORIZING THE MAYOR TO EXECUTE THE "PARKS INTERLOCAL AGREEMENT"; AND PROVIDING FOR AN EFFECTIVE DATE. TAB 5

- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , ADOPTING A STRATEGIC PLAN FOR THE TOWN; AUTHORIZING THE MANAGER TO IMPLEMENT ITS PROVISIONS; PROVIDNG FOR AN EFFECTIVE DATE. TAB 6

RESOLUTIONS FOR DISCUSSION

- X. **QUASI-JUDICIAL CONSENT AGENDA (ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA IF REQUESTED BY A MEMBER OF THE TOWN COUNCIL, THE TOWN STAFF, THE APPLICANT, OR ANY AFFECTED PARTY) [Voice Vote]**

- XI. **QUASI-JUDICIAL HEARINGS**

ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL BE SWORN-IN PRIOR TO GIVING TESTIMONY AND MAY BE SUBJECT TO CROSS EXAMINATION. ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL STATE THEIR NAME AND ADDRESS FOR THE RECORD.

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING FINAL PLAT APPROVAL FOR LAKES BY THE BAY FAYE GENERALLY LOCATED SOUTH OF S.W. 216TH STREET, NORTH OF S.W. 232ND STREET, WEST OF S.W. 87TH AVENUE, AND EAST OF S.W. 97TH AVENUE, AS LEGALLY DESCRIBED IN EXHIBIT "A;" CONSISTING OF 368 MULTIFAMILY UNITS ON TAB 7

APPROXIMATELY 22.39 ACRES (TRACT "A"); CONSISTING OF APPROXIMATELY 83.08 ACRES OF DEEP WATER, UPLAND BUFFER HABITAT AND SHALLOW WATER MARSH HABITAT MITIGATION (TRACT "B"); AND CONSISTING OF APPROXIMATELY 2.85 ACRES OF UPLAND BUFFER HABITAT (TRACT "C"); FOR A TOTAL OF APPROXIMATELY 108.32 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.

XII. PUBLIC HEARINGS

- A. RESOLUTIONS (Voice Vote)**
- B. ORDINANCES (Roll Call Vote)**

1. FIRST READING

- a.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR REPLACEMENT OF SECTION 21-276 "BURGLAR ALARMS" OF THE MIAMI DADE COUNTY CODE TO THE EXTENT APPLICABLE; REQUIRING REGISTRATION OF BURGLAR ALARM SYSTEMS; IMPOSING AN ANNUAL REGISTRATION FEE; REQUIRING PERMITS FOR THE INSTALLATION OF BURGLAR ALARM SYSTEMS; PROVIDING FOR PENALTIES FOR FALSE ALARMS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. TAB 8

- b.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 33G "SERVICE CONCURRENCY MANAGEMENT PROGRAM" TO PROVIDE FOR PROVISIONS RELATING TO PROPORTIONATE FAIR-SHARE MITIGATION FOR TRANSPORTATION; CREATING SECTION 33G-5.1 "PROPORTIONATE FAIR SHARE MITIGATION FOR TRANSPORTATION;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. TAB 9

- c.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , ADOPTING THE OFFICIAL TOWN LOGO; PROVIDING FOR USE OF THE TOWN LOGO; PROHIBITING USE OF THE LOGO WITHOUT PERMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. TAB 10

2. SECOND READING

- a. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR THE CLARIFICATION OF THE SCOPE OF THE MORATORIUM, AS SHOWN ON EXHIBIT "A," WHICH WAS ENACTED BY ORDINANCE 06-10, ON THE ISSUANCE OF DEVELOPMENT ORDERS AND DEVELOPMENT PERMITS FOR ALL PROPERTIES AFFECTING OLD CUTLER ROAD FROM S.W. 184 STREET SOUTH TO THE TOWN LIMITS; PROVIDING FOR A 90 DAY EXTENSION TO THE 120 DAY MORATORIUM; AND PROVIDING FOR AN EFFECTIVE DATE. TAB 11
- b. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATED TO OCCUPATIONAL LICENSES; PROVIDING FOR IMPOSITION OF A TAX; PROVIDING FOR THE TERM OF THE LICENSE AND TRANSFER OF THE LICENSE; PROVIDING FOR AN AFFIDAVIT FOR THE APPLICANT AND THE ANNUAL FILING INFORMATION; PROVIDING FOR PREREQUISITES FOR GRANTING A LICENSE AND INVALID LICENSES; PROVIDING FOR VIOLATIONS AND PENALITIES; PROVIDING FOR GROUNDS FOR DENIAL OF THE LICENSE; PROVIDING FOR APPEAL OF DENIAL OF LICENSE; PROVIDING FOR REVOCATION OF LICENSE; PROVIDING FOR DISPLAY OF LICENSE; PROVIDING FOR UNCLASSIFIED BUSINESS ACTIVITIES; PROVIDING FOR HOME OCCUPATION LICENSES; PROVIDING FOR A TAX SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE. TAB 12

XIII. PUBLIC COMMENTS

XIV. MAYOR AND COUNCIL MEMBER COMMENTS

XV. OTHER BUSINESS

XVI. NEXT MEETING ANNOUNCEMENT AND ADJOURNMENT

- A. Regular Town Council Meeting
Wednesday, November 15, 2006, 7:00 P.M.
South Dade Government Center – Room 203

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.

TAB 1

**TOWN OF CUTLER BAY
TOWN COUNCIL MEETING
MINUTES**

Wednesday, October 4, 2006
7:00 PM

South Dade Regional Library
10750 SW 211 Street, 2nd Floor
Cutler Bay, Florida 33189

I. CALL TO ORDER/ROLL CALL OF MEMBERS: The meeting was called to order by the mayor at 7:10 PM. Present were the following:

Councilmember Peggy R. Bell
Councilmember Timothy J. Meerbott
Councilmember Ernest N. Sochin
Vice Mayor Edward P. MacDougall
Mayor Paul S. Vrooman

Town Manager Steven J. Alexander
Interim Town Attorney Mitchell Bierman
Interim Town Attorney Chad Friedman
Town Clerk Erika Gonzalez-Santamaria

Mayor Vrooman led the pledge of allegiance.

II. INVOCATION: Mayor Vrooman asked all to join him in a moment of silence.

III. PROCLAMATIONS, AWARDS, PRESENTATIONS:

- A.** The Mayor presented proclamations to the winners of the logo contest. Present were the following individuals to receive proclamations: Grand Prize winner Cathy Gibbs Thornton, Second Place winner Jonathan Camere from Miami-Dade County Government Information Online Services, Alyssa Wittmann winner of the 12 year old and under category. Kerri Kilpatrick, winner of the 13-17 year old category, was unable to attend. The Mayor also presented certificates of recognition to police officers that were essential in crime intervention that were committed within the Town limits.

The Mayor recessed the regular Council meeting and called to order the Local Planning Agency at 7:35 P.M. The regular Council meeting resumed at 7:45 P.M.

IV. APPROVAL OF MINUTES:

- A.** Councilmember Meerbott made a motion approving the minutes of the meeting of September 19, 2006. The motion was seconded by Councilmember Sochin and adopted by a unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

- B. Councilmember Meerbott made a motion approving the second budget hearing minutes of the meeting of September 19, 2006. The motion was seconded by Vice Mayor MacDougall and adopted by a unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

V. ADDITIONS, DELETIONS, AND DEFFERALS:

VI. TOWN MANAGER'S REPORT:

The Town Manager advised that Town Hall offices are still under construction and running smoothly. All permits for the Building Department suite have been issued and construction should begin rather quickly. The Police Department build-out has been stalled by some permitting issues, but should be taken care of promptly. The manager introduced the new Town Logo which was recently finalized. He also discussed that he would like for Council to consider officially adopting the proposed strategic plan that was offered by Government Services Group, Inc. The manager discussed that the Interlocal Agreement for the Parks is underway and should be available for Council's consideration at the next town meeting. Finally, the manager introduced the new members of staff, which included administrative support and department directors.

VII. TOWN ATTORNEY'S REPORT: None at this time.

VIII. BOARD AND COMMITTEE REPORTS:

IX. CONSENT AGENDA:

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A CONSULTING AGREEMENT WITH ALL HANDS CONSULTANTS FOR SERVICES OF ESTABLISHING A NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS); PROVIDING FOR A DETERMINATION OF IMPRACTIBILITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.
- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 3.10 OF THE TOWN CHARTER TO THE EXTENT APPLICABLE, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A SOFTWARE LICENSE AGREEMENT WITH TEMPLE CONSULTING GROUP LTD. IN SUBSTANTIALLY THE FORM OF THE ATTACHED AGREEMENT; PROVIDING AN EFFECTIVE DATE.

Councilmember Meerbott made a motion approving the Consent Agenda. The motion was seconded by Councilmember Bell and approved Resolutions 06-98 and 06-99 by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

X. QUASI-JUDICIAL CONSENT AGENDA PUBLIC HEARING: None at this time.

XI. QUASI-JUDICIAL HEARINGS: None at this time.

XII. PUBLIC HEARINGS:

A. RESOLUTIONS

1. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA CREATING A CITIZEN ADVISORY COMMITTEE FOR THE PURPOSE OF PROVIDING RECOMMENDATIONS TO THE TOWN COUNCIL ON WAYS TO PROVIDE TRANSPORTATION TO THE ELDERLY, APPOINTING A COUNCIL LIAISON; PROVIDING FOR THE SELECTION OF COMMITTEE MEMBERS; PROVIDING FOR AUTOMATIC DISSOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. **(NOT A PUBLIC HEARING)**

Councilmember Bell made a motion approving the resolution. The motion was seconded by Councilmember Sochin and Resolution 06-100 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

B. ORDINANCES:

1. FIRST READING: The clerk read the following ordinance, on first reading, by title:

- a. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR THE CLARIFICATION OF THE SCOPE OF THE MORATORIUM, AS SHOWN ON EXHIBIT "A," WHICH WAS ENACTED BY ORDINANCE 06-10, ON THE ISSUANCE OF DEVELOPMENT ORDERS AND DEVELOPMENT PERMITS FOR ALL PROPERTIES AFFECTING OLD CUTLER ROAD FROM S.W. 184 STREET SOUTH TO THE TOWN LIMITS; PROVIDING FOR A 90 DAY EXTENSION TO THE 120 DAY MORATORIUM; AND PROVIDING FOR AN EFFECTIVE DATE.

Joe Corradino, Town Planning Consultant, gave an oral report and recommended approval of the ordinance.

The mayor opened the public hearing. There were no speakers present.

Councilmember Sochin made a motion adopting staff's recommendation. The motion was seconded by Councilmember Bell and approved by unanimous 5-0 roll call vote. The vote was as follows:

Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

2. SECOND READING: None at this time.

XIII. PUBLIC COMMENTS: There were no speakers at this time.

XIV. MAYOR AND COUNCIL MEMBER COMMENTS:

Councilmember Bell commended the Police Department for their swift response on getting information to local schools for potential mothers having the option to about the fire department. Member Bell also discussed her attendance to the CITT memorial event for the late Mayor John F. Cosgrove.

Councilmember Sochin discussed his attendance to Mayor Carlos Alvarez's WiFi Meeting. The WiFi plan is for the entire Miami-Dade County area, which is also to include the municipalities. Member Sochin also indicated that he attended the Concerned Citizens of Cutler Ridge meeting, discussing FP&L and how to improve hurricane prevention and response.

Vice Mayor MacDougall discussed his meeting with Ramon Ferrer, a representative of FP&L, on how the town may assist FP&L for tree trimming nuisances. The Vice Mayor also discussed a possibility of implementing a similar requirement used by pawn shops for properties received by the store for swap shop

Councilmember Meerbott agreed that the town should continue its discussion with FP&L in order to resolve uncertainties.

Mayor Vrooman wanted to wish Nancy McCue a quick recovery from her recent medical condition.

XV. OTHER BUSINESS:

- A. Commencing November 2006, Council Meetings will be held every third Wednesday of the month.

XVI. NEXT MEETING ANNOUNCEMENT AND ADJOURNMENT:

The next council meeting will be held on October 18, 2006, at the South Dade Government Center in Room 203.

The meeting was officially adjourned at 8:40 P.M.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 18th day of October, 2006*

Paul S. Vrooman, Mayor

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 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.

TAB 2

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO VEHICLE LEASE-PURCHASE AGREEMENTS FOR MOTOR VEHICLES AND RELATED EQUIPMENT WITH MAROONE CHEVROLET IN AN AMOUNT NOT TO EXCEED \$60,000; REPEALING RESOLUTION 06-60; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay ("Town") whereby determines that an essential need exists for the procurement of various motor vehicles and related equipment ("Vehicles") and wishes to enter into Lease/Purchase Agreements, substantially similar to those which are attached to this Resolution, generally described as the Municipal Lease and Option Agreements ("Agreements"); and

WHEREAS, in accordance with the Town's purchasing ordinance, the Town of Cutler Bay intends to utilize the prices submitted through the competitive bidding process as performed by the Florida Sheriff's Association, Florida Association of Counties & Florida Fire Chiefs' Association (Bid Award #06-14-0821), to procure the Vehicles at a competitive price; and

WHEREAS, Resolution 06-60 authorizing the Town Manager to procure motor vehicles is no longer necessary; and

WHEREAS, the Town Manager recommends that the Town Council authorize the Town Manager to enter into agreements on behalf of the Town similar to and consistent with the Florida Sheriff's Association, Florida Association of Counties & Florida Fire Chiefs' Association contract for the purchase of motor vehicles.

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. The Town Manager is hereby authorized to negotiate lease/purchase contracts not to exceed \$60,000.00 and execute the same subject to review for legal sufficiency by the Town Attorney.

Section 3. Repeal. This resolution shall supersede Resolution 06-60 and the same is hereby repealed.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

WEISS, SEROTA, HELFMAN, PASTORIZA,
COLE & BONISKE, P.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 3

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , ADOPTING AN ASSESSMENT LIEN RESEARCH FEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, from time to time, the Town receives requests to research assessment lien information; and

WHEREAS, the Town Manager recommends that the Town Council adopt a fee consistent with the fees assessed by other municipalities for this service.

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. Fees Adopted. The Town Clerk shall assess the following fees for each lien research request:

- \$50.00 for regular service
- \$100.00 for same day service

Section 3. Severability. The provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution 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 Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED on this _____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ SANTAMARIA, CMC
Town Clerk

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

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 4

RESOLUTION NO. 06-___

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING
AN OCCUPATIONAL LICENSE TAX SCHEDULE;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, any person engaged in or managing any business, profession or occupation in the Town is required to have an occupational license; and

WHEREAS, the Town must set forth tax rates for the occupational licenses.

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 Town Council hereby adopts the following Occupational License Tax Schedule:

Occupational License Tax Schedule

Type of Business	Tax						
Abstract company	\$	100.00					
Accountant		30.00					
Acupuncture		30.00					
Administrative office		30.00	+	3.00	for each additional employee	from 11	to 99,999
Adult day care		30.00	+	3.00	for each additional employee	from 11	to 99,999
Advertising / marketing / public relations		30.00	+	3.00	for each additional employee	from 11	to 99,999
Advertising space rental		25.00	+	3.00	for each additional space	from 2	to 99,999
Alteration service -- commercial		30.00	+	3.00	for each additional employee	from 11	to 99,999
Alterations		25.00					
Ambulance service		30.00	+	3.00	for each additional employee	from 11	to 99,999
Amusement center		25.00					
Amusement device (non coin)		25.00	+	15.0	for each additional	from 2	to 99,999

		0	device				
Amusement facility	25.00	+	15.00	for each additional unit	from 2	to	99,999
Amusement ride	25.00	+	15.00	for each additional ride	from 2	to	99,999
Amusement / service vending machine	25.00			for one machine			
	25.00	+	15.00	for each additional machine	from 2	to	30
	460.00	+	6.00	for each additional machine	from 31	to	99,999
Animal service	30	+	3.00	for each additional employee	from 11	to	99,999
Answering service	30	+	3.00	for each additional employee	from 11	to	99,999
Antique / art dealer / studio	30.00	+	3.00	for each additional employee	from 11	to	99,999
Apartments	not taxable			apartments	from 1	to	4
	30.00			apartments	from 5	to	10
	30.00	+	2.00	for each additional apartment	from 11	to	99,999
Apparel / accessory mfg	30.00	+	3.00	for each additional employee	from 11	to	99,999
Appraiser	30.00						
Architect	40.00						
Artist / illustrator	30.00						
Assembly / fabricating	30.00	+	3.00	for each additional employee	from 11	to	99,999
Assisted living facility	100.00	+	3.00	for each additional employee	from 21	to	99,999
Astrology / palm reader	230.00						
Attorney	40.00	+	10.00	library fee			
Attorney branch office	30.00						
Auction sales / liquidator	30.00	+	3.00	for each additional employee	from 11	to	99,999
Auctioneering service	30.00	+	3.00	for each additional employee	from 11	to	99,999
Audio visual service	30.00	+	3.00	for each additional employee	from 11	to	99,999
Audiologist / speech pathologist	30.00						
Auditorium / playhouse	100.00				from 1	to	500 seats
	200.00				from 501	to	1,000

							seats
	300.00				from	1,001	and up
Author / writer	30.00						
Auto / truck / van sales	30.00	+	3.00	for each additional employee	from	11	to 99,999
Auto / truck / van service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Auto tag branch agency	100.00						
Automated teller machine	50.00						
Baby sitting service (itinerant)	25.00						
Bail bond business	100.00						
Bakery	30.00	+	3.00	for each additional employee	from	11	to 99,999
Bank / trust company	200.00	+	3.00	for each additional employee	from	51	to 99,999
Banking facility	80.00						
Barber or beauty school	30.00	+	3.00	for each additional employee	from	11	to 99,999
Barber shop / chair	30.00	+	3.00	for each additional employee	from	11	to 99,999
Beauty service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Beauty shop / chair	30.00	+	3.00	for each additional employee	from	11	to 99,999
Beeper paging	80.00						
Billing / bookkeeping service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Binding service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Blood bank center	50.00						
Body / paint / repair shop	30.00	+	3.00	for each additional employee	from	11	to 99,999
Bookkeeping / tax / immigration service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Bowling lanes	25.00	+	15.00	for each additional lane	from	2	to 99,999
Bulk merchandise vending stand	25.00	+	16.00	for each additional stand	from	2	to 99,999
Business service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Cabinets / woodworking mfg.	30.00	+	3.00	for each additional employee	from	11	to 99,999
Cable TV franchise	500.00						

Canning / bottling	30.00	+	3.00	for each additional employee	from	11	to	99,999
Car wash / auto detailing	30.00	+	3.00	for each additional employee	from	11	to	99,999
Cargo handler	30.00	+	3.00	for each additional employee	from	11	to	99,999
Carnival (sponsored)	25.00	+	15.00	for each additional unit	from	2	to	99,999
Cash / Payroll advance	80.00							
Catering service	30.00	+	3.00	for each additional employee	from	11	to	99,999
Cemetery / crematorium	200.00							
Ceramic studio / kiln / supplies	30.00	+	3.00	for each additional employee	from	11	to	99,999
Charter / leasing service	30.00	+	3.00	for each additional employee	from	11	to	99,999
Check service / cashing	30.00	+	3.00	for each additional employee	from	11	to	99,999
Child day care facility	30.00	+	3.00	for each additional employee	from	11	to	99,999
Chiropractor	40.00							
Circus / carnivals (not sponsored)	100.00			per day				
Cleaner / laundry / alterations	30.00	+	3.00	for each additional employee	from	11	to	99,999
Cleaning service	30.00	+	3.00	for each additional employee	from	11	to	99,999
Clinic / medical center / dialysis	100.00	+	3.00	for each additional employee	from	21	to	99,999
Clinical social worker	40.00							
Collection / credit service	30.00	+	3.00	for each additional employee	from	11	to	99,999
Commercial / Industrial / Office space	50.00			250,000 or less leasable sq. ft.				
	150.00			from 250,001 leasable sq. ft. and up				
Community pharmacy	30.00	+	3.00	for each additional employee	from	11	to	99,999
Community TV antenna	600.00							
Community TV antenna franchise	500.00							
Computer / data processing service	30.00	+	3.00	for each additional employee	from	11	to	99,999
Concession / news stand	30.00	+	3.00	for each additional employee	from	11	to	99,999

Consultant	40.00						
Copy / DUP / reproduction service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Correspondence school	30.00	+	3.00	for each additional employee	from	11	to 99,999
Courier drop box	25.00			per location			
Courier service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Court reporter	30.00	+	3.00	for each additional employee	from	11	to 99,999
CPA	40.00						
Credit / debit card co.	150.00	+	3.00	for each additional employee	from	51	to 99,999
Cruise line /dinner cruise	100.00			per vessel			
Custom house broker	30.00	+	3.00	for each additional employee	from	11	to 99,999
Cutting / sewing / press service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Dancing or entertainment / one night only	150.00						
Dancing or entertainment	225.00						
Dating / escort business	100.00						
Dealer in intangible personal property	80.00						
Dealer in petroleum products	75.00	+	3.00	for each additional employee	from	11	to 99,999
Delivery / messenger service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Dental lab school	30.00	+	3.00	for each additional employee	from	11	to 99,999
Dental laboratory	30.00	+	3.00	for each additional employee	from	11	to 99,999
Dentist	40.00						
Designer	40.00						
Dietician / Nutritionist	30.00						
Dispatch service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Dispensing optician	30.00						
Drafting service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Drive in restaurant	60.00						
Eating establishment	30.00			seats	from	1	to 30
	60.00			seats	from	31	to 74
	90.00			seats	from	75	to 149
	120.00			seats	from	150	to 99,999

Educational institutions	30.00	+	3.00	for each additional employee	from	11	to	99,999
Electric plant	600.00							
Electric plant franchise	500.00							
Electrical contractor	30.00	+	3.00	for each additional employee	from	51	to	99,999
Electrolysis service	30.00	+	3.00	for each additional employee	from	11	to	99,999
Electronic credit approval	100.00							
Electronic telephone info	200.00							
Embalmer	40.00							
Embroidery / monogram service	30.00	+	3.00	for each additional employee	from	11	to	99,999
Employee leasing service	120.00	+	3.00	for each additional employee	from	21	to	99,999
Employment agency	30.00	+	3.00	for each additional employee	from	11	to	99,999
Engraving / laminating service	30.00	+	3.00	for each additional employee	from	11	to	99,999
Equipment operator	30.00	+	3.00	for each additional employee	from	11	to	99,999
Export / import	30.00	+	3.00	for each additional employee	from	11	to	99,999
Farmers market	200.00							
Fax communication	50.00							
Film / photo process / develop	30.00	+	3.00	for each additional employee	from	11	to	99,999
Finance / loans / mortgages	150.00	+	3.00	for each additional employee	from	51	to	99,999
Firearms mfg	30.00	+	3.00	for each additional employee	from	11	to	99,999
Fitness center - membership	200.00							
Fitness center - non-member	100.00							
Flea market	230.00							
Flea market sales	30.00							
Food products mfg / process	30.00	+	3.00	for each additional employee	from	11	to	99,999
Food / beverage sales	30.00	+	3.00	for each additional employee	from	11	to	99,999
Foreign exchange	80.00							
Framing service	30.00	+	3.00	for each additional employee	from	11	to	99,999
Freight forwarding / cargo service	30.00	+	3.00	for each additional employee	from	11	to	99,999

Fruit shipping agent	30.00	+	3.00	for each additional employee	from	11	to	99,999
Funeral director	40.00							
Funeral director / embalmer	40.00							
Funeral home	30.00	+	3.00	for each additional employee	from	11	to	99,999
Garbage / waste disposal	30.00	+	3.00	for each additional employee	from	11	to	99,999
Gas plant	600.00							
Gas plant franchise	500.00							
General building contractor	30.00	+	3.00	for each additional employee	from	51	to	99,999
General engineering contractor	30.00	+	3.00	for each additional employee	from	51	to	99,999
General mechanical contractor	30.00	+	3.00	for each additional employee	from	51	to	99,999
Golf course / miniature	25.00	+	15.00	for each additional course	from	2	to	99,999
Graphic / art / typesetting	30.00	+	3.00	for each additional employee	from	11	to	99,999
Guard patrol agency	30.00	+	3.00	for each additional employee	from	11	to	99,999
Hall for hire	230.00							
Handwriting analyst -- affidavit	30.00							
Health / Dental (prepaid) maintenance organization	100.00	+	3.00	for each additional employee	from	21	to	99,999
Health testing -- invasive	30.00	+	3.00	for each additional employee	from	11	to	99,999
Health testing non-invasive	30.00	+	3.00	for each additional employee	from	11	to	99,999
Hearing aid specialist	30.00							
Holding company / franchising	150.00	+	3.00	for each additional employee	from	51	to	99,999
Home health care agency	120.00							
Home health care provider	25.00							
Hospital / emergency room	100.00	+	3.00	for each additional employee	from	21	to	99,999
Hotel	not taxable			rooms	from	1	to	4
	30.00			rooms	from	5	to	10
	30.00	+	2.00	for each additional room	from	11	to	99,999
Hypnotherapist (affidavit)	30.00							
Ice cream vendor	30.00							

Information / referral service	30.00	+	3.00	for each additional employee	from 11	to 99,999
Inspection service	30.00	+	3.00	for each additional employee	from 11	to 99,999
Installation service -- non contractor	30.00	+	3.00	for each additional employee	from 11	to 99,999
Instructor / training / tutor	30.00	+	3.00	for each additional employee	from 11	to 99,999
Insurance adjustor	25.00					
Interior decorator	30.00	+	3.00	for each additional employee	from 11	to 99,999
Interior designer	40.00					
Investments / land development	150.00	+	3.00	for each additional employee	from 21	to 99,999
Janitorial service	30.00	+	3.00	for each additional employee	from 11	to 99,999
Junk dealer / junk yard	100.00					
Key making	30.00	+	3.00	for each additional employee	from 11	to 99,999
land surveyor	40.00					
Landfill / dump	100.00					
Landscape architect	40.00					
Laundromat / laundry room	25.00	+	1.50	for each additional machine	from 2	to 99,999
Laundry machines	25.00	+	1.50	for each additional machine	from 2	to 99,999
Lawn / lawnscape / tree service	30.00	+	3.00	for each additional employee	from 11	to 99,999
Limousine service	30.00	+	3.00	for each additional employee	from 11	to 99,999
Local exchange telephone service	900.00					
Locksmith service	30.00	+	3.00	for each additional employee	from 11	to 99,999
Long distance communications	250.00					
LPG dealer / distributor and installation	130.00					
LPG equipment dealer	130.00					
LPG equipment manufacturer	130.00					
LPG installer	50.00					
LPG (Propane) Gas Tank Exchange Under 20 lbs.	25.00					
LPG tank refill	60.00					
Lunch wagon / truck	30.00					
Machine / welding shop	30.00	+	3.00	for each additional employee	from 11	to 99,999

Mail order	30.00	+	3.00	for each additional employee	from 11	to 99,999
Mailing facility	100.00					
Management service	30.00	+	3.00	for each additional employee	from 11	to 99,999
Manufacturing	30.00	+	3.00	for each additional employee	from 11	to 99,999
Marine surveyor	40.00					
Marine / boat repair	30.00	+	3.00	for each additional employee	from 11	to 99,999
Marriage and family therapist	40.00					
Massage establishment	30.00	+	3.00	for each additional employee	from 11	to 99,999
Massage therapist	25.00					
Membership organization	200.00					
Mental health counselor	40.00					
Merchandise vending machine	25.00			for one machine		
	25.00	+	6.00	for each additional machine	from 2	to 30
	199.00	+	3.00	for each additional machine	from 31	to 99,999
MFG representative (individual)	30.00					
Mobile auto mechanic	25.00					
Mobile home park / camp grounds	30.00			spaces	from 1	to 100
	60.00			spaces	from 101	to 200
	90.00			spaces	from 201	to 99,999
Mobile home sales	30.00	+	3.00	for each additional employee	from 11	to 99,999
Mortgage broker business	80.00					
Motel	not taxable			rooms	from 1	to 4
	30.00			rooms	from 5	to 10
	30.00	+	2.00	for each additional room	from 11	to 99,999
Movie / multi theatre	80.00			per screen		
Moving / hauling / storage (local)	30.00	+	3.00	for each additional employee	from 11	to 99,999
Multiple business	100.00					
Naturopath	40.00					
News / wire service	80.00					
Non-emergency transportation service	30.00	+	3.00	for each additional employee	from 11	to 99,999
Nurse / midwife	30.00					
Nursery plant sales	30.00	+	3.00	for each additional	from 11	to 99,999

			employee				
Nursing / convalescent home	100.00	+	3.00	for each additional employee	from	21	to 99,999
Occult science	230.00						
Operation center	30.00	+	3.00	for each additional employee	from	11	to 99,999
Optometrist	40.00						
Osteopathic physician	40.00						
Packing / packaging	30.00	+	3.00	for each additional employee	from	11	to 99,999
Packing/ processing (farm products)	25.00	+	2.00	for each additional employee	from	11	to 60
	150.00			employees	from	61	to 99,999
Paralegal	30.00						
Paramedic / physician assistant	30.00						
Parking facility	30.00			spaces	from	1	to 100
	60.00			spaces	from	101	to 200
	90.00			spaces	from	201	to 99,999
Party / entertainment service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Passenger motor carrier	30.00	+	3.00	for each additional employee	from	11	to 99,999
Passenger transportation service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Pawnbroker	340.00						
Pay telephone provider	75.00	+	7.50	for each employee	from	11	to 99,999
Peddler	30.00						
Permanent exhibit / admission facility	230.00						
Personal services	30.00	+	3.00	for each additional employee	from	11	to 99,999
Pest control service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Photographer / video service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Physical / Occupational therapist	30.00						
Physical / Occupational therapy center	30.00	+	3.00	for each additional employee	from	11	to 99,999
Physician	40.00						
Plumbing contractor	30.00	+	3.00	for each additional employee	from	51	to 99,999
Podiatrist	40.00						
Polygraph examiner	30.00	+	3.00	for each additional employee	from	11	to 99,999
Postal service	30.00	+	3.00	for each additional employee	from	11	to 99,999

				employee				
Prescription drug wholesaler	30.00	+	3.00	for each additional employee	from	11	to	99,999
Printing / lithograph	30.00	+	3.00	for each additional employee	from	11	to	99,999
Private investigative agency	30.00	+	3.00	for each additional employee	from	11	to	99,999
Process server	30.00	+	3.00	for each additional employee	from	11	to	99,999
Processing plant	30.00	+	3.00	for each additional employee	from	11	to	99,999
Producer / productions	300.00							
Professional association / Corporation / Partnership / firm	30.00	+	3.00	for each additional employee	from	11	to	99,999
Professional engineer	40.00							
Professional sports team	300.00							
Promotor / coordinator	200.00							
Psychologist	40.00							
Publishing service	30.00	+	3.00	for each additional employee	from	11	to	99,999
Purchasing agent / ship chandler	30.00	+	3.00	for each additional employee	from	11	to	99,999
Quarrying / mining	30.00	+	3.00	for each additional employee	from	11	to	99,999
Railroad	225.00							
Real estate appraiser	30.00							
Real estate branch office	30.00	+	3.00	for each additional employee	from	11	to	99,999
Real estate broker	30.00							
Real estate firm	30.00	+	3.00	for each additional employee	from	11	to	99,999
Real estate school	30.00	+	3.00	for each additional employee	from	11	to	99,999
Recording / film studio	300.00							
Recycling / refiners	30.00	+	3.00	for each additional employee	from	11	to	99,999
Refinish / finishing / dye service	30.00	+	3.00	for each additional employee	from	11	to	99,999
Rental service - not real property	30.00	+	3.00	for each additional employee	from	11	to	99,999
Repossessing service	30.00	+	3.00	for each additional employee	from	11	to	99,999
Resale of communication time	150.00							
Research / search service	30.00	+	3.00	for each additional employee	from	11	to	99,999

			employee				
Retail of firearms	30.00	+	3.00	for each additional employee	from	11	to 99,999
Retail pharmacy	30.00	+	3.00	for each additional employee	from	11	to 99,999
Retail store	30.00	+	3.00	for each additional employee	from	11	to 99,999
Rooms / boarding / guest home	Not taxable			rooms	from	1	to 4
	30.00			rooms	from	5	to 10
	30.00	+	2.00	for each additional room	from	11	to 99,999
Sales broker (individual)	30.00						
Satellite Master Antenna TV	500.00						
Savings and loan association	200.00	+	3.00	for each additional employee	from	51	to 99,999
School bus service	30.00	+	3.00	for each additional employee	from	11	to 99,999
School psychologist	40.00						
Scrap metal processor	150.00						
Secretarial / clerical service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Security systems monitoring	100.00						
Self storage	75.00				from	1	to 500 units
	100.00				from	501	to 1,000 units
	125.00				from	1,001	to 99,999 units
Seller of travel	30.00	+	3.00	for each additional employee	from	11	to 99,999
Selling / trading tangible personal property	30.00	+	3.00	for each additional employee	from	11	to 99,999
Service and repairs - non contractor	30.00	+	3.00	for each additional employee	from	11	to 99,999
Showroom / sales office	30.00	+	3.00	for each additional employee	from	11	to 99,999
Slaughter house	30.00	+	3.00	for each additional employee	from	11	to 99,999
Specialty building contractor	30.00	+	3.00	for each additional employee	from	51	to 99,999
Specialty electrical contractor	30.00	+	3.00	for each additional employee	from	51	to 99,999
Specialty engineering contractor	30.00	+	3.00	for each additional employee	from	51	to 99,999

			employee				
Specialty mechanical contractor	30.00	+	3.00	for each additional employee	from	51	to 99,999
Specialty plumbing contractor	30.00	+	3.00	for each additional employee	from	51	to 99,999
Special transportation service	30.00	+	3.00	for each additional employee	from	11	to 99,999
Stadium / arena	150.00			seats	from	1	to 10,000
	300.00			seats	from	10,001	to 30,000
	600.00			seats	from		to 99,999
Stevedore agency	30.00	+	3.00	for each additional employee	from	11	to 99,999
Stock and bond / commodity broker	150.00	+	3.00	for each additional employee	from	51	to 99,999
Sub building contractor	30.00	+	3.00	for each additional employee	from	51	to 99,999
Sub general building contractor	30.00	+	3.00	for each additional employee	from	51	to 99,999
Subscription business	30.00	+	3.00	for each additional employee	from	11	to 99,999
Swimming pool	25.00	+	15.00	for each additional pool	from	2	to 99,999
Tailor / dressmaking	30.00	+	3.00	for each additional employee	from	11	to 99,999
Take out food / snack bar	30.00						
Tattoo studio (affidavit)	30.00	+	3.00	for each additional employee	from	11	to 99,999
Taxicab passenger service company	30.00	+	3.00	for each additional employee	from	11	to 99,999
Tele / radio / sat communication	250.00						
Telecom systems sales / service	250.00						
Telegraph	80.00						
Telemarketing	30.00	+	3.00	for each additional employee	from	11	to 99,999
Temporary employment agency	120.00	+	3.00	for each additional employee	from	21	to 99,999
Tennis courts	25.00	+	15.00	for each additional court	from	2	to 99,999
Tent sales	30.00	+	3.00	for each additional employee	from	11	to 99,999
Testing service (non-medical)	30.00	+	3.00	for each additional employee	from	11	to 99,999
Textile products mfg	30.00	+	3.00	for each additional employee	from	11	to 99,999

			employee				
Ticket sales / reservation	30.00	+	3.00	for each additional employee	from	11	to 99,999
Time share property	Not taxable			apartments	from	1	to 4
	30.00			apartments	from	5	to 10
	30.00	+	2.00	for each additional apartment	from	11	to 99,999
Time share sales exchange office	30.00	+	3.00	for each additional employee	from	11	to 99,999
Tip sheet	230.00						
Title insurance companies	100.00						
Tour guide service	25.00						
Tour / travel agency	30.00	+	3.00	for each additional employee	from	11	to 99,999
Towing truck	25.00			per truck			
Transport - local / intra state	30.00	+	3.00	for each additional employee	from	11	to 99,999
Traveling junk dealer	30.00						
Unclassified business	100.00						
Upholstering	30.00	+	3.00	for each additional employee	from	11	to 99,999
Used merchandise sales / no pawn	30.00	+	3.00	for each additional employee	from	11	to 99,999
Used motor vehicle parts dealer	100.00						
Valet parking	30.00	+	3.00	for each additional employee	from	11	to 99,999
Veterinarian	40.00						
Veterinary clinic	50.00	+	1.50	for each additional employee	from	11	to 99,999
Warehouse / distribution center	30.00	+	3.00	for each additional employee	from	11	to 99,999
Water / sewer plant	500.00						
Web surfing outlets	25.00	+	10.00	for each additional terminal	from	2	to 99,999
Weight control center	30.00	+	3.00	for each additional employee	from	11	to 99,999
Wholesale / distributor	30.00	+	3.00	for each additional employee	from	11	to 99,999
Yacht / boat / marine broker	30.00	+	3.00	for each additional employee	from	11	to 99,999

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

PASSED and ADOPTED this ____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

WEISS, SEROTA, HELFMAN, PASTORIZA,
COLE & BONISKE, P.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 5



Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: October 13, 2006

Re: Parks Interlocal Agreement

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE "PARKS INTERLOCAL AGREEMENT" BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR THE OPERATION AND CONVEYANCE OF CERTAIN COUNTY PARKS WITHIN THE TOWN OF CUTLER BAY CORPORATE LIMITS; AUTHORIZING THE MAYOR TO EXECUTE THE "PARKS INTERLOCAL AGREEMENT"; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town Administration has been in lengthy negotiations with Miami-Dade County for an interlocal agreement for the operation and conveyance of seven County-owned parks and six County-owned parkways within the Town of Cutler Bay's corporate limits. The negotiations have included meetings and discussions with staff from various County departments including the Office of Strategic Business Management and the Parks and Recreation Department.

In an effort to transfer the parks to the Town as efficiently and expeditiously as possible, we are anticipating that the transfer will take place in two steps. The first step would result in the transfer of **operational responsibility** for the parks, taking effect December 1, 2006 (the "Operation Date"). At this point, the Town would have full responsibility for the operation and maintenance of all park sites. The second step would result in the transfer of the **ownership** of the parks to the Town at a date to be determined by the Town and the Miami-Dade Parks and Recreation Department (the "Conveyance Date"). On the conveyance date, the Town would assume all ownership rights to the parks.

The agreement also provides for a "due diligence" period in order to identify any title issues, environmental issues, boundary issues or any other deficiencies or safety issues that may exist with any of the parks.

We believe that the attached interlocal agreement will allow for the most efficient transfer of the parks from the County to the Town while ensuring that there are no outstanding issues that will keep the parks from being utilized to their fullest extent.

RECOMMENDATION

We recommend that the attached resolution be adopted.

RESOLUTION NO. 06-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE "PARKS INTERLOCAL AGREEMENT" BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR THE OPERATION AND CONVEYANCE OF CERTAIN COUNTY PARKS WITHIN THE TOWN OF CUTLER BAY CORPORATE LIMITS; AUTHORIZING THE MAYOR TO EXECUTE THE "PARKS INTERLOCAL AGREEMENT"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") and Miami-Dade County (the "County") have negotiated an agreement for the conveyance of certain County-owned parks within the Town's corporate limits; and

WHEREAS, the Town and the County wish to enter into the attached Interlocal Agreement in order to allow for: (1) the Town to accept full operational responsibilities for certain County-owned parks within the Town's limits; (2) the conveyance of ownership of certain County-owned parks within the Town's limits; and (3) a time-table for the orderly transfer of the parks from the County to the Town.

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

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

Section 2. Interlocal Agreement Approved. The "Interlocal Agreement Between Miami-Dade County and the Town of Cutler Bay" for the conveyance of local parks within the Town's corporate limits, in substantially the form attached hereto as Exhibit "A," is hereby approved.

Section 3. Town Mayor Authorized. The Town Mayor is authorized, on behalf of the Town, to execute the "Interlocal Agreement Between Miami-Dade County and the Town of Cutler Bay" for the conveyance of local parks within the Town's corporate limits, in substantially the form attached hereto as Exhibit "A".

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

PASSED and ADOPTED this ____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

WEISS, SEROTA, HELFMAN, PASTORIZA,
COLE & BONISKE, P.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	_____
Vice Mayor Edward P. MacDougall	_____
Councilmember Peggy R. Bell	_____
Councilmember Timothy J. Meerbott	_____
Councilmember Ernest N. Sochin	_____

**INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY AND
TOWN OF CUTLER BAY**

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida (the "COUNTY") and the Town of Cutler Bay, a municipal corporation of the State of Florida (the "TOWN"), entered into this ____ day of _____, 2006 (the "Agreement").

WITNESSETH

WHEREAS, a Charter for the TOWN was approved by a majority of the voters of the TOWN at the election held on November 8, 2005, and the TOWN Council took office on December 25, 2005; and

WHEREAS, the COUNTY owns, operates and maintains local parks within its municipal boundaries, namely, Bel Aire Park, Saga Lake Park, Saga Bay Park, Whispering Pines Mini-Park, Lincoln City Park #2, Cutler Ridge Park, Franjo Park and former Saga Bay Homeowner Association parcels (the "Parks"); and

WHEREAS, it is in the best interest of the COUNTY and the TOWN to provide recreational facilities and opportunities to residents of the TOWN and the COUNTY.

WHEREAS, the COUNTY wishes to convey and the TOWN wishes to receive the Parks; and

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS THE COUNTY AND THE TOWN AGREE AS FOLLOWS:

1. Recitals

The above recitals are true and correct and incorporated herein by reference.

2. Operation and Transfer of Real Property

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Additions are underlined, deletions are ~~struck through~~.

A. Operation of Parks.

- a. The Town shall take over day to day operation, including but not limited to, maintenance, programming, operation and staffing of the Parks from the County on December 1, 2006 (the "Operation Date").
- b. In an effort to maintain continuous operation of existing recreational programs, COUNTY will provide to TOWN on or before the Operation Date, a comprehensive listing of information for all program participants to include contact name, address, phone number, account status and program affiliation. The list will include all participants from fiscal year 2005-2006 and all current program participants and their personal contact information.
- c. The COUNTY shall not remove any personal property, fixtures or equipment from the Parks prior to the Conveyance Date, but shall make all such personal property, fixtures and equipment available for the TOWN's use until the Conveyance Date.

B. Transfer of Parks

- a. The COUNTY shall convey the Parks to the TOWN on the Conveyance Date and shall execute and deliver to the TOWN the attached COUNTY Deeds, incorporated herein as Exhibits 1-8.
- b. The Parks, including all real and personal pProperty, fixtures and facilities are conveyed in an as-is condition, and subject to all easements, agreements and restrictions of record, evidence of such to be provided to the TOWN by the COUNTY within 30 days from the execution of this agreement. Prior to the Ceonveyance Date, the COUNTY will inspect the premises with the TOWN and correct any mutually determined deficiencies and/or safety hazards and inform the TOWN of any ongoing safety and/or environmental issues, which the COUNTY will make every reasonable effort to correct in a timely manner.
- c. The TOWN will have up to 120 days following the Operation Date to perform its due diligence towards identifying any title issues, boundary issues, environmental issues, and any other deficiencies and/or safety issues not identified as a result of the initial inspection as provided for in Section 2B.b. Any deficiencies/safety issues identified during the TOWN's 120-day due diligence period will be corrected by the COUNTY at its expense within 90 days of receiving from the TOWN, written notice of such deficiencies.
- d. ~~Prior to the conveyance of the Parks~~ Within 30 days of the execution of this agreement, the COUNTY shall provide the TOWN with a list and a copy of all agreements for services that the COUNTY may have with any third party vendors or organizations providing services at the Parks. Except as

otherwise provided herein, upon direction from the TOWN Manager, the County Manager or his/her designee shall be authorized to either terminate the third party agreements prior to the eConveyance Date of the Parks or, ~~where possible, if requested by the TOWN Manager,~~ execute an assignment of any such agreements to the TOWN. ~~Upon conveyance of the Parks, the COUNTY shall provide the TOWN with a copy of all permits, plans, and any other available documents pertaining to the COUNTY's operation of the Parks.~~

- e. Within 30 days of the execution of this agreement, the COUNTY shall provide the TOWN with a copy of all permits, plans, and any and all other available documents pertaining to the COUNTY's operation of the Parks, including, but not limited to, budgets and scopes of service for all Safe Neighborhood Parks Bond funds, Quality Neighborhood Improvements Program Bond funds and Building Better Communities Bond fund programs currently in place for all parks identified herein.
- f. ~~Prior to conveyance~~ Within 30 days of the execution of this agreement, the COUNTY shall take all steps necessary to transfer and/or assign to the TOWN any warranties or guarantees the COUNTY may have for the Parks, personal property, fixtures or other park improvements and/or equipment.
- g. ~~Prior to conveyance~~ Within 30 days of the execution of this agreement, the COUNTY and the TOWN shall schedule an inspection of all of the Parks. Based upon the inspection, the COUNTY may elect to transfer County-owned equipment located at or in use at the Parks to the TOWN, which shall be determined solely by the COUNTY during a walk through inspection by staff designated by the COUNTY and the TOWN. The COUNTY hereby agrees that all furniture, fixtures and equipment on site at Cutler Ridge Park & Pool listed in the attached Exhibit A, as provided by the COUNTY, will be transferred to the TOWN on the Conveyance Date of the Parks.
- h. The Town Manager and the Director of the Miami-Dade Park and Recreation Department shall mutually agree in writing to the date of the execution and transfer of the conveyance documents to the Town, provided further that the transfer of the Parks (the "Conveyance Date"), shall occur which shall be no later than 160 180 days from the date of execution of this Agreement Operation Date.

3. Restrictions Related to the Town's Use of the Property

As a condition to the acceptance of the Property, the TOWN agrees that:

- a. The Parks shall be used in perpetuity as public parks and all improvements shall be open to all Miami-Dade County residents.

- b. The TOWN shall not discriminate against unincorporated residents in program registration, pricing or other policies as they relate to the use of the Parks.
- c. Article 6 of the Miami-Dade County Home Rule Charter shall apply to all parks and, in addition, Section 25B-27(b) of the Safe Neighborhood Park Ordinance shall apply to Cutler Ridge Park (Exhibit 9).
- d. Should the TOWN violate any of the restrictions listed in Sections 3.a through 3.c, the COUNTY shall provide the TOWN with written notice of the alleged violations including the statement “The COUNTY will exercise its reversionary interest in the property if the violation is not cured.” Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN shall notify the COUNTY in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the COUNTY Commission Manager or his designee. Failure of the TOWN to cure the violation within the specified time period shall may result in the Property automatically reverting to the COUNTY, ~~without any entitlement or recourse against the County for payment of any improvements whatsoever made to, on, or for any of the properties.~~

4. Further Conditions of Conveyance

- a. By accepting this conveyance, the TOWN agrees that it will make every good faith effort to develop, operate and maintain the Parks in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.
- b. The Parks will be operated and maintained in a manner equal to or better than Miami-Dade County Park and Recreation Department standards which will be determined at the sole discretion of the TOWN.
- c. With respect to the balance of Safe Neighborhood Park Bond funds contracted by and between the Miami-Dade County Parks and Recreation Department and the County’s Office of Safe Neighborhood Parks for improvements to Cutler Ridge Park, the TOWN will agree to utilize these funds within Cutler Ridge Park in accordance with ~~the approved project scope, subject to a separate agreement with the COUNTY.~~ the provisions of the Safe Neighborhood Parks Ordinance.
- d. With respect to the balance of Quality Neighborhood Improvement Program Bond funds contracted by and between the Miami-Dade County Parks and Recreation Department and the COUNTY for Cutler Ridge Park, the TOWN will agree to utilize these funds in accordance with the ~~approved project scope,~~

~~subject to a separate agreement with the COUNTY~~ provisions of the Quality Neighborhood Improvement Program.

- e. The TOWN will make every effort to develop the parks in general accordance with all plans and permits that the COUNTY has obtained prior to the effective date of this agreement. The TOWN may, at its sole discretion, change the plans, develop, or redevelop any of the Parks, provided that the Town first holds a public hearing. ~~Any amendments to the current plans and permits are to be made in a manner that provides substantially the same active and passive recreational opportunities to adult and children living within the Service Area of each park.~~

5. Indemnification

- a. ~~Prior to the date of conveyance of the Parks~~ execution of this Agreement, the COUNTY shall provide the TOWN with any known claims, litigation or other proceedings that may be pending regarding the COUNTY's operation of the Parks.
- b. Prior to the ~~park~~ eConveyance Date, the COUNTY does hereby agree to indemnify and hold harmless the TOWN to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person, which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action, which may arise solely as a result of the negligence of the ~~County~~ COUNTY for the operation of the Parks. The COUNTY shall pay all claims and losses in connection therewith (subject to prescribed statutory limits) and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the TOWN, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees that may issue thereon. The indemnification shall additionally include claims for any actions by the COUNTY, its officers, agents, partners, principals, subcontractors or employees occurring prior to the ~~park~~ eConveyance Date. However, nothing herein shall be deemed to indemnify the TOWN from any liability or claim arising out of negligent performance or failure of performance of the TOWN or any unrelated third party.
- c. After ~~the park~~ eConveyance Date, the TOWN shall hold harmless, defend, and indemnify the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the operation of the Parks by the TOWN or its employees, agents, servants, partners, principals or subcontractors. The

TOWN shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees that may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TOWN shall not be held liable to pay a personal injury or property damage claim or judgment by any one person, which exceeds the sum of \$100,000, or any claim or judgment paid by the TOWN arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action, which may arise as a result of the TOWN's negligence. However, nothing herein shall be deemed to indemnify the COUNTY from any liability or claim arising out of negligent performance or failure of performance or requirement of the COUNTY or any unrelated third party.

76. Notices

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by hand delivery, or by overnight delivery to the addresses as follow (or any other address that the party to be notified may have designated to the sender by like notice):

County: Miami-Dade County Manager
111 N.W. First Street, Suite 2910
Miami, Florida 33128

Copied to: County Attorney, Miami-Dade County
111 N.W. First Street, Suite 2810
Miami, Florida 33128

and Director, Miami-Dade County Parks and
Recreation Department
275 NW 2nd Street, 5th Floor
Miami, Florida 33128

Town: Town Manager
Town of Cutler Bay
107207 Caribbean Blvd., Ste. 105
Cutler Bay, Florida 33189

Copied to: Town Attorney
c/o ~~Mitch Bierman~~ Nina Boniske
Weiss Serota Helfman Pastoriza Cole & Boniske
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133

7. **Entire Agreement**

The TOWN and the COUNTY agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Notwithstanding any provision herein, this agreement in no way obviates or nullifies the obligations of the TOWN under the TOWN Charter.

8. **Amendments**

This Agreement may be modified only by an agreement in writing signed and sealed by the TOWN Mayor and the County Manager of Miami-Dade County, ~~or, where appropriate, the Board of County Commissioners.~~

9. **Severability**

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10. **Assignment**

Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties, and any attempt to make such assignment shall be void.

11. **Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

12. **Effective Date.**

This Agreement shall be effective on the date that all parties have formally executed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Town Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

ATTEST:

By: _____
Clerk

TOWN OF CUTLER BAY,
a municipal corporation of the State of Florida

By: _____
Town Mayor

MIAMI-DADE COUNTY
a political subdivision of the State of Florida

By its Board of County
Commissioners:

By: _____
County Manager

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Exhibit 1

Exhibit A
CUTLER RIDGE PARK INVENTORY LIST
FURNITURE, APPLIANCES, EQUIPMENT & SUPPLIES

ITEM	NUMBER	COMMENTS
OFFICE DESK	2	
FOLDING CHAIRS	100	(84) GOOD (16) DAMAGED
ROUND FOLDING TABLES	4	
RECTANGULAR TABLES	9	(7) GOOD (2) DAMAGED
PAPER CUTTER	1	
REFRIGERATOR	2	
FILE CABINET	3	
OFFICE CHAIRS	2	
3 SEAT SOFA	2	
2 SEAT SOFA	2	
2 END TABLES	2	
COFFEE TABLE	1	
WHITE BOARD	2	
MESSAGE CENTER	1	
UTILITY CART	1	
LITERATURE ORGANIZER	1	
FOLDING CHAIR CADDY	2	
RECTANGULAR TABLE CADDY	1	
ROUND TABLE CADDY	1	
TABLE SOCCER	1	
BUMPER POOL	1	
PING PONG TABLE	1	
FLOOR POLISHER	1	
MICROWAVE	1	
SNOW CONE MACHINE	1	
PICNIC TABLE	21	
EZ GO	1	
BLEACHERS	6	
TELEVISION (BIG SCREEN)	1	
SOUND SYSTEM	1	
BULLETIN BOARD LARGE	3	
BULLETIN BOARD SMALL	2	
ALUMINUM BENCHES	4	
MISCELLANEOUS PLAYGROUND EQUIPMENT		
MISCELLANEOUS ART & CRAFT EQUIPMENT		
MISCELLANEOUS OFFICE SUPPLIES		

**CUTLER RIDGE POOL INVENTORY LIST
FURNITURE & APPLIANCES**

ITEM	NUMBER
PORTABLE LIFEGUARD STAND	1
OFFICE DESK	2
LOCKERS	5
WHIRLPOOL REFRIGERATOR	1
FRIEDRICH WINDOW AC	1
BACKBOARD	2
FIRST AID CART	1
ROUND PICNIC TABLES	2
RED AND YELLOW LANE LINES	7
LANE LINE REEL	1
POOL MAT COVERS	1
BENCHES	11
HP FAX MACHINE	1
FIRST AID BED	1
DELL COMPUTER MONITOR	1
HP FAX MACHINE	1
AED DEFIBRILLATOR	1
HANDICAP LIFT	1
KICKBOARDS	30
POOL HEATER	1
MISCELLANEOUS OFFICE SUPPLIES	
MISCELLANEOUS FIRST AID SUPPLIES	
BOUGHT BY THE CBO GROUP	
PORTABLE VACUUM	1
DIVING BLOCKS	7
WATERPOLO GOALS	2
LANE LINE REEL	1
BLUE KICKBOARD HOLDER	1
BLUE AND WHITE LANE LINES	3
MISCELLANEOUS PLAYGROUND EQUIPMENT	
MISCELLANEOUS ARTS & CRAFT EQUIPMENT	

TAB 6

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , ADOPTING A STRATEGIC PLAN FOR THE TOWN; AUTHORIZING THE MANAGER TO IMPLEMENT ITS PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the participation of our residents, the newly incorporated Town of Cutler Bay's first Strategic Plan has been completed and the Town of Cutler Bay believes that formal adoption of this plan is appropriate.

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. Adoption of the Strategic Plan. The Town hereby adopts the attached Strategic Plan as a blueprint for continued progress in achieving the Town's vision.

Section 3. Authorization to Implement the Strategic Plan. The Town Manager is hereby authorized to implement the provisions of the attached Strategic Plan.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

WEISS, SEROTA, HELFMAN, PASTORIZA,
COLE & BONISKE, P.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Town of Cutler Bay

**Draft Strategic
Plan**

2006-2011

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Preamble

Through the participation of our residents, the newly incorporated Town of Cutler Bay's first Strategic Plan has been completed and we, the Town Council, hereby adopt this 2006-2011 Strategic Plan as a blueprint for continued progress in achieving our Town vision. In addition, we pledge that any ordinances or resolutions passed by this Council will be consistent with the concepts, goals and priorities represented herein.

Town Mission Statement

Our mission is to make Cutler Bay a beautiful, safe and friendly Town that encourages its residents and business leaders to actively and proudly participate in our ongoing efforts to enhance and sustain the Town's image, sense of identity and quality of life.

Our Vision for Cutler Bay (By 2011)

By 2011, Cutler Bay will be recognized as one of the most desirable communities in South Florida to live, work and play. Its schools, homes, parks and cultural facilities will offer an enriching environment for children, adults and senior citizens alike, and its local economy will encourage outstanding companies to want to do business here.

The Mission is a clear and concise statement of what the Town Government must accomplish in order to realize our 5-year vision.

The Town vision is a brief description of what we want our community to be like 5 years from now.

Taken together, the 5-Year Vision and Mission Statement serve as the primary steering mechanism for the growth and development of the Town's governmental priorities and services.

Town Council's Operating Principles

The ultimate success of the strategic planning process will depend on the Town Council's ability to operate as a high performance, highly effective policy making team. With appropriate levels of cooperation, active listening and participation by the Mayor and each Council Member, the Town Council will empower itself to make prudent, timely decisions that are in the best interest of the Town.

To that end, the Mayor and Town Council have developed and made a firm commitment to abide by these operating principles:

- **Each of us is personally responsible and accountable for our behavior**
- **We are respectful of one another whether we agree or disagree on points of view**
- **We trust one another**
- **When necessary, we agree to disagree respectfully**
- **We are willing to compromise for the good of the Town**
- **If we have questions or concerns with one another that are not part of public business, we resolve them directly... one to one**
- **We use language constructively to facilitate our interaction**
- **We are mindful of the amount of time we take to express our ideas and points of view**
- **We encourage full participation in our discussions of all issues affecting our Town**
- **We encourage public input on issues and discourage personal attacks on our Council Members during Council meetings**
- **We do not pander to special interests at the cost of alienating other Council members**

Core Values

Our Town Government's core values represent our most basic beliefs. They define what we stand for, and serve as the foundation for the development of the Cutler Bay Strategic Plan.

- **Every resident is valued equally**
- **Diversity and tolerance are valued and encouraged**
- **Innovation is encouraged**
- **Courage to take on important projects, even in the face of risk or pessimism**
- **Regional approaches to large scale problems, mindful of the well being of our neighbors outside of Cutler Bay**
- **Quality in public service is expected, and never compromised**
- **Principled leadership**
- **Honest, responsive governance**
- **Transparent, responsible financial management**
- **Competent, ethical Town management**

Strategic Achievement Areas & Goals

Cutler Bay's Town Government must deliver outstanding results in each strategic achievement area in order to realize our vision and achieve our mission. Each strategic achievement area contains one or more strategic goals. Each goal is supported by a set of strategic initiatives that define how the corresponding goal will be achieved. Each goal is also supported by a set of measures and milestones whose achievement will ensure progress toward the accomplishment of the corresponding goal. These strategic initiatives will be implemented, funded and tracked as part of the Town's business planning process.

1. RESIDENT FRIENDLY AND RESPONSIVE TOWN GOVERNMENT

Introduction

This area involves two components. The first component focuses on the responsiveness of Cutler Bay officials in identifying resident concerns and in providing them with access to information concerning the status of the Town and its activities. The second component focuses on quality of services provided by employees to the residents of Cutler Bay.

Goal 1.1: The Town of Cutler Bay will be recognized by its residents and others as a community that optimizes transparency in government by providing access to its officials and to information concerning the status of the Town and its activities.

Goal 1.1	Strategic Initiatives	Measures & Milestones
<p>The Town of Cutler Bay will be recognized by its residents and others as a community that optimizes access to its officials and to information concerning the status of the Town and its activities.</p>	<p>Enhance the Town web site to increase resident access to Town records and services and provide a feedback loop that allows residents to identify concerns and provide feedback.</p>	<p>By October, 2008, contract with a reputable survey company to perform a statistically valid survey of Cutler Bay residents to obtain feedback on the progress of the Town government, and the residents' level of satisfaction with various initiatives on the strategic plan.</p> <p>By 2011, at least 80% of the residents who access the town web site will provide positive responses concerning the site and its usefulness.</p>

Goal 1.1	Strategic Initiatives	Measures & Milestones
<p>The Town of Cutler Bay will be recognized by its residents and others as a town which optimizes access to its officials and to information concerning the status of the Town and its activities.</p>	<p>At all Town Meetings, provide residents with a systematic opportunity to address officials with suggestions and concerns about the Town and its activities.</p>	<p>By 2011, at least 85% of the residents who attend Town meetings will have a positive assessment of the fairness and openness of the meeting.</p>
	<p>Develop and maintain specific standards concerning the time it takes to respond to resident inquiries and service requests.</p>	<p>By 2011, at least 90% of Town responses will meet the standards established for the service, and 80% of residents who interacted with the Town will have a positive perception of that experience.</p>
	<p>The town will appoint a committee to study and develop additional ways (such as WiFi, Hotlines, and Charettes) to communicate with and receive feedback from Town residents; and where feasible, adopt and implement additional communication techniques.</p>	<p>The number of new techniques identified and tested each year.</p>
	<p>Study, evaluate and adopt manifold methods of informing Cutler Bay residents about Town activities</p>	<p>By 2011, 80% of residents surveyed will identify with the Town and have a general knowledge of Town activities.</p>

Goal 1.1	Strategic Initiatives	Measures & Milestones
		<p>Aggregate Measure</p> <p>By 2011, at least 75% of the respondents to a resident survey who had contact with the Town Government will indicate their satisfaction with the openness and responsiveness of the Town government.</p>
	<p>Post the Town Budget and Annual Business Plan on the Town web site and through other mediums.</p>	<p>At least 50% of respondents to a resident survey will indicate that they have access to the Town Budget and Business Plan.</p>

Goal 1.2: The employees of Cutler Bay will provide responsive, courteous service to residents, the business community, and other individuals with whom they interact.

Goal 1.2	Strategic Initiatives	Measures & Milestones
<p>The employees of Cutler Bay will provide responsive, courteous service to residents, the business community, and other individuals with whom they interact.</p>	<p>Develop and implement a customer friendly training program, and maintain sustained emphasis on courteous, responsive public service.</p>	<p>By 2011, at least 75% of respondents to a resident survey will indicate their satisfaction with the quality of services provided by Town employees.</p>
		<p>A small number of formal complaints by users concerning the quality of service provided by town employees</p>
		<p>A very low ratio of formal complaints to the total number of service opportunities.</p>

2. FINANCIAL STABILITY AND SUSTAINABILITY

Introduction

The fiscal viability of the Town of Cutler Bay is a primary concern of its elected officials, its residents and its employees. Short and long term financial stability is critically important to the ultimate realization of the Town's vision. This service area has four components: fiscal responsibility, fiscal transparency, capital building programs, and growth management.

Goal 2.1: The Town of Cutler Bay will be a financially responsible and accountable community.

Goal 2.1	Strategic Initiative	Measures & Milestones
The Town of Cutler Bay will be a financially responsible and accountable community.	Adoption and implementation of a performance based budgeting process with an associated Annual Business Plan.	Adoption and implementation of the performance based budgeting process by 10-01-07 and an Annual Business Plan by 10-01-08.
	Adoption of investment policies designed to achieve a balance between maximizing interest and minimizing risk.	Certification by the Town's External Auditor in his annual audit report by the end of Fiscal Year 2006-07.

Goal 2.1	Strategic Initiative	Measures & Milestones
<p>The Town of Cutler Bay will be a financially responsible and accountable community.</p>	<p>Adoption and implementation of financial management polices that foster the development, growth and sustainability of cash reserves and contingency funds.</p>	<p>The Town will achieve and maintain a financial reserve of no less than 10% of its operating budget.</p> <p>Upon its first bond issue, the Town will achieve and maintain a minimum bond rating of A.</p>
	<p>Explore and where appropriate use alternative funding mechanisms such as special assessment, taxing district, lease purchase, revenue bonds, general obligation bonds, and grants as a means of providing needed Town facilities, infrastructure, and programs.</p>	

Goal 2.2: The residents of Cutler Bay will have a high degree of confidence in the fiscal responsibility and transparency of the Town government.

Goal 2.2	Strategic Initiative	Measures & Milestones
<p>The residents of Cutler Bay will have a high degree of confidence in the fiscal responsibility and transparency of the Town government.</p>	<p>At all public budget workshops, generally explain the budgeting process to the residents.</p>	<p>By 2011, at least 50% of respondents to a resident survey will indicate that they are generally aware or have access to the Town Budget and Annual Business Plan.</p>
	<p>Post the Town Budget and Annual Business Plan on the Town web site and through other mediums.</p>	

3. GROWTH MANAGEMENT AND INFRASTRUCTURE NEEDS

INTRODUCTION

Effective growth management and infrastructure development strategies form the foundation for the accomplishment of the Town's mission, and the long term economic viability of the Town.

Goal 3.1: The Town of Cutler Bay will provide the infrastructure needed to meet current and emerging needs of the community.

Goal 3.1	Strategic Initiative	Measures & Milestones
<p>The Town of Cutler Bay will provide the infrastructure needed to meet current and emerging needs of the community.</p>	<p>Complete an inventory of all Community assets as a basis for planning, required studies, and infrastructure needs.</p>	<p>Complete the asset inventory by April, 2007.</p>
	<p>Prepare an annual Capital Improvement Plan that includes funding, infrastructure, capital needs, and prioritization of projects.</p>	<p>Complete the preparation of an Annual Capital Improvement Plan by 10/01/07, and adopt the Annual Capital Improvement Plan by 12/31/07.</p> <p>Adherence to the Annual Plan.</p>
	<p>Implement a plan for acquiring sites and the construction of Town facilities and infrastructure.</p>	<p>Consistent with the Capital Improvement Plan, the availability of Town facilities and infrastructure when needed and at the estimated cost.</p>

Goal 3.1	Strategic Initiative	Measures & Milestones
<p>The Town of Cutler Bay will provide the infrastructure needed to meet current and emerging needs of the community.</p>	<p>Explore and where appropriate use alternative funding mechanisms such as special assessment districts, lease purchase, revenue bonds, and general obligation bonds, grants, etc. to provide needed Town facilities and infrastructure.</p>	

Goal 3.2: The growth and development of Cutler Bay will be managed to be consistent with the needs and desires of its residents.

Goal 3.2	Strategic Initiative	Measures & Milestones
<p>The growth and development of Cutler Bay will be managed to be consistent with the needs and desires of its residents.</p>	<p>The development and implementation of a Growth Management Master Plan including areas for land acquisition where appropriate. This plan will also include consideration of the advantages and disadvantages of pursuing the annexation of additional land.</p>	<p>The development, adoption, and consistent application of a Cutler Bay Growth Management Plan by April 1, 2008.</p>

4. ECONOMIC AND BUSINESS DEVELOPMENT

Introduction

Economic and business development are essential to the Town's economic viability. They will foster a positive sense of identity and community pride among our residents, and will attract excellent companies to do business in our Town.

Goal 4.1 Enhance the attractiveness and viability of Cutler Bay as a business location.

Goal 4.1	Strategic Initiative	Measures & Milestones
Enhance the attractiveness and viability of Cutler Bay as a business location.	Conduct a charrette to improve the U.S.1 Corridor for residents and the business community.	Complete the charrette by 12/31/2007.
	Study and implement marketing strategies to attract quality restaurants to the Town.	Complete the study by 09/30/2007. By 2008, increase the number of quality restaurants in Cutler Bay by ___(number or %).
	Establish an effective working relationship with Cutler Bay's diverse business leadership through the creation of a Manager or Mayor/Council appointed Business Alliance Committee.	Establish the Committee by 02/01/2007.

Goal 4.1	Strategic Initiative	Measures & Milestones
<p>Enhance the attractiveness and viability of Cutler Bay as a business location.</p>	<p>Develop and implement a program in collaboration with the Business Committee and corporate leadership to identify and implement strategies designed to: improve the business mix, increase job opportunities, retain existing businesses, and attract new businesses. Coordinate these initiatives with the Beacon Council, Chambers of Commerce, etc.</p>	<p>The development and implementation of the program by 07/01/2007.</p>
		<p>The number of individuals employed in Cutler Bay by local businesses.</p>
		<p>Improve the mix of businesses located in Cutler Bay to an adopted goal.</p>
		<p>Increase the number of existing businesses retained and the number of new businesses attracted to the community</p>
		<p>By 2011, at least 80% of the respondents to a business survey will indicate their satisfaction with Cutler Bay as a business location.</p>

5. COMMUNITY IDENTITY, UNITY AND PRIDE

Introduction

Developing and sustaining a unified, positive identity with an overall sense of community pride will energize the Town, and help realize our vision faster, and more effectively.

Goal 5.1: Cutler Bay will be recognized as a Town where people prefer to live, and whose residents feel a strong sense of Town identity and community pride.

Goal 5.1	Strategic Initiative	Measures & Milestones
<p>Cutler Bay will be recognized as a Town where people prefer to live, and whose residents feel a strong sense of Town identity and community pride.</p>	Develop and implement a program that provides aesthetically pleasing signs and entrance features identifying the Town at all major entrances to the city	The placement of signs and entrance features to be completed by July, 2007.
	Develop and implement a Town Beautification Program.	The implementation of the Town Beautification Program.
	Study ways to enhance pedestrian friendliness in the Town by better signage, striping, signalization, and the possible construction of crossovers, overpasses, and bike paths.	The implementation of a pedestrian friendly program.
	Enhance, expand and develop Town amenities including parks and recreational facilities.	The acquisition, expansion or construction of additional amenities including park and recreational facilities.

Goal 5.1	Strategic Initiative	Measures & Milestones
		<p data-bbox="1011 275 1257 306">Aggregate Measure</p> <p data-bbox="962 343 1278 540">By 2011, at least 75% of respondents to a resident survey will indicate their satisfaction with quality of life in the Town of Cutler Bay.</p> <p data-bbox="962 576 1278 772">By 2011, at least 75% of respondents to a resident survey will indicate that they would recommend Cutler Bay to friends and relatives as a place to live.</p>

Goal 5.2: The Town will be a frequent site for a variety of community events that encourage extensive public participation and identification with the Town of Cutler Bay.

Goal 5.2	Strategic Initiative	Measures & Milestones
<p data-bbox="215 1160 544 1446">The Town will be a frequent site for a variety of community events that encourage extensive public participation and identification with the Town of Cutler Bay.</p>	<p data-bbox="588 1125 938 1622">The Town Manager should appoint a small committee to work with residents and the business community to identify desirable community events such as festivals, fairs, parades, concerts in the park, cultural events, picnics, farmers' markets, etc. and submit recommendations to the Council.</p> <p data-bbox="588 1694 919 1792">Seek potential sponsors and co-sponsors for community events.</p>	<p data-bbox="962 1125 1286 1191">Establish the committee by December 31, 2006.</p> <p data-bbox="962 1228 1241 1295">The number of Town sponsored events.</p> <p data-bbox="962 1301 1294 1367">The attendance at Town sponsored events,</p> <p data-bbox="962 1373 1289 1440">The financial success of Town sponsored events</p> <p data-bbox="962 1446 1313 1767">By 2011, at least 75% of the respondents to a resident survey will be aware of Town sponsored events and at least 70% will indicate their satisfaction with the Towns sponsorship of the events.</p>

Goal 5.3: Cutler Bay will have a variety of facilities/amenities that meet the social and recreational needs of residents of all ages, and attract residents from surrounding communities.

Goal 5.3	Strategic Initiative	Measures & Milestones
<p>Cutler Bay will have a variety of facilities/amenities that meet the social and recreational needs of residents of all ages, and attract residents from surrounding communities.</p>	<p>The Town Manager should form a committee to develop and implement a marketing plan to attract quality restaurants and cultural/entertainment facilities to the Town.</p>	<p>The completion and implementation of the plan by October, 2007.</p> <p>A level of success in the number of restaurants and cultural/entertainment facilities in the Town.</p>
	<p>Obtain access to the Bay for Cutler Bay's residents.</p>	<p>By 2011, the Town will obtain appropriate access to the Bay.</p>
	<p>The development and implementation of a Master Plan for Parks and Recreation.</p>	<p>The completion and implementation of the plan, including the County's completion of Lakes by the Bay Park by October, 2007.</p>
	<p>The preparation and implementation of a Master Plan to develop a Town Center, including the potential for a future Town Hall.</p>	<p>The completion and implementation of the plan, including the potential for of a Town Hall and other appropriate facilities by January, 2008.</p>
		<p>Aggregate Measure</p> <p>By July, 2008, at least 60% of respondents to a resident survey will indicate their feeling that Cutler Bay does have a "Center of Town".</p>

Goal 5.4 Cutler Bay will be viewed as a beautiful Town by its residents and by residents from surrounding communities.

Goal 5.4	Strategic Initiative	Measures & Milestones
<p>Cutler Bay will be viewed as a beautiful Town by its residents and by residents from surrounding communities.</p>	<p>Develop and implement a plan to provide aesthetically pleasing and unique signs and entrance features identifying the Town at all the major corridors (Old Cutler Road, Caribbean Blvd., U.S.1, etc.) leading into the town.</p>	<p>By 2008 at least 80% of the respondents to a resident survey will say they have a clear sense of where the Town of Cutler Bay begins, and where it ends.</p>
	<p>Work with residents and the business community to develop and implement a Common-Area Landscaping Plan for the Town that would include the planting and maintenance of trees and the maintenance of common areas such as swales.</p>	<p>The completion and implementation of the plan by October, 2008.</p> <p>The number of new trees planted.</p> <p>By 2011 at least 70% of the respondents to a resident survey will say they are satisfied with the appearance and maintenance of the Town's common areas.</p>
	<p>Conduct a formal assessment/rating of the condition, appearance and maintenance of trees and common areas in the Town..</p>	<p>Complete the assessment by April, 2008.</p> <p>By 2011 a citizen survey will result in at least a 70% Approval rating of the Town's progress.</p>
	<p>Develop and implement a plan for the enhancement, beautification and shoulder maintenance of major corridors (Old Cutler Rd., Caribbean Blvd., U.S.1, etc.) leading into the Town of Cutler Bay.</p>	<p>The completion and implementation of the plan by October, 2008 and at least 75% implementation by 2011.</p>

Goal 5.5: The educational facilities in Cutler Bay will receive positive ratings from Town residents and students.

Goal 5.5	Strategic Initiative	Measures & Milestones
<p>The educational facilities in Cutler Bay will receive positive ratings from Town residents and students.</p>	<p>Appoint an education committee to work with residents, PTA's and school officials to develop and implement action items to achieve educational excellence in local schools. This plan will include: 1) partnerships designed to improve student performance and to provide educational recreational opportunities, 2) volunteer tutoring programs, 3) programs to engage students in community service activities, and 4) the enhancement of Adult education programs in the Town.</p>	<p>The development and implementation of the plan by April, 2008.</p> <p>Measurable improvement in Cutler Bay's student performance and school ratings.</p>

6. PUBLIC SAFETY

Introduction

Public Safety is clearly the most important service commitment any local government must make to its residents. It is a service that must never be compromised.

Goal 6.1: To provide a safe and secure community for Cutler Bay's residents and business community.

Goal 6.1	Strategic Initiative	Measures & Milestones
To provide a safe and secure community for Cutler Bay's residents and business community.	Implement the service contract with Miami-Dade County for police services in Cutler Bay and set specific performance standards.	By September, 2007 achieve an average police response time rate in Cutler Bay that is 25% faster than the County Average.
	Develop and implement a Community Policing Program.	A resident satisfaction rating for police services of at least 85% by survey.

Goal 6.2: The Town will provide high levels of disaster (hurricane, flood, etc.) planning, response, and recovery services to residents and businesses in our community.

Goal 6.2	Strategic Initiative	Measures & Milestones
The Town will provide high levels of disaster (hurricane, flood, etc.) planning, response and recovery services to residents and business in our community.	Develop and implement a Comprehensive Town Disaster Plan by 04/01/2007.	By 2011 at least 80% of respondents to a resident survey will indicate they are aware and approve of the Town's disaster plan and services.

Goal 6.2	Strategic Initiative	Measures & Milestones
	Develop a plan to disseminate information concerning major elements of the Town Disaster Plan through the Town web site and other appropriate communication vehicles.	The time it takes Town officials to respond to residents' and businesses' needs during and after a significant event such as a hurricane or flood.
	Work with individuals, groups and the business community to promote hurricane/disaster preparedness.	

Goal 6.3: Optimize the smooth flow of traffic through the Town of Cutler Bay by minimizing traffic congestion and maximizing the capacity of our local roadways.

Goal 6.3	Strategic Initiatives	Measures & Milestones
Optimize the smooth flow of traffic through the Town of Cutler Bay by minimizing traffic congestion and maximizing the capacity of our local roadways	Work with the County to insure that the Town receives an optimized traffic signal control network as part of the County's new traffic control system.	Achieving a congestion rating of "Level B" on at least 50% of the Town's roads. *Traffic engineers have developed a scale (levels A through F) that measures traffic congestion severity. Level A represents very light congestion, and level F represents very heavy congestion.
	Work with the County, the League of Cities, the Metropolitan Planning Organization and the Legislative Delegation to expand the availability of County transportation services to the residents and businesses of Cutler Bay.	

Goal 6.3	Strategic Initiatives	Measures & Milestones
<p>Optimize the smooth flow of traffic through the Town of Cutler Bay by minimizing traffic congestion and maximizing the capacity of our local roadways</p>	<p>Subject to funding availability, develop and implement a plan to provide local transportation services to residents who need to shop, receive health care and take care of business requirements in Cutler Bay.</p>	
	<p>Enhance the pedestrian friendliness of the Town by improved signalization, electronics, striping, pedestrian crossovers, overpasses, and bike paths.</p>	
	<p>Develop and implement a comprehensive Traffic Management and Control Plan that includes increased police presence at critical times and locations such as schools and major intersections and known accident sites.</p>	

7. PARKS AND RECREATION

Introduction

A well-developed park and recreation system will improve the overall quality of life, create a positive sense of Town identity among our residents and increase property values.

Goal 7.1: The Town of Cutler Bay will develop parks, recreational facilities and recreational programs to meet the current and emerging needs of residents of all ages.

Goal 7.1	Strategic Initiative	Measures & Milestones
<p>The Town of Cutler Bay will develop parks, recreational facilities and recreational programs to meet the current and emerging needs of residents of all ages.</p>	<p>Work with residents and others to develop and implement a Park and Recreation Master Plan that reflects the current and emerging needs of the community. This plan will address issues such as: 1) the acquisition, operation and maintenance of existing County open space for park and recreation facilities; 2) the County's completion of Lakes by the Bay Park, 3) obtaining access to the Bay, 4) developing water related facilities and programs, 5) park facilities, recreational and cultural facilities and programs for residents of all ages, 6) partnerships with the School Board and local schools, and, 7) alternative funding sources.</p>	<p>The completion of the plan by 10/01/2007.</p>

Goal 7.1	Strategic Initiative	Measures & Milestones
<p>The Town of Cutler Bay will develop parks, recreational facilities and recreational programs to meet the current and emerging needs of residents of all ages.</p>		<p>By 2011, at least 80% of respondents to a resident survey will indicate their satisfaction with:</p> <ol style="list-style-type: none"> 1) Town Parks 2) Town Recreational Facilities 3) Town Recreational Programs 4) Other related programs and services provided by the Town

8. CODES AND CODE ENFORCEMENT

Introduction

Effective codes and code enforcement services provide a framework for implementing our Town's standards for safety, aesthetics and quality of life.

Goal 8.1: The Town of Cutler Bay will develop a code and code enforcement policies that reflect the needs, views, and values of its residents.

Goal 8.1	Strategic Initiative	Measures & Milestones
<p>The Town of Cutler Bay will develop a code and code enforcement policies that reflect the needs, views, and values of its residents</p>	<p>Complete, adopt, and enforce the Town's Comprehensive Code.</p>	<p>The completion, adoption, and implementation of the Comprehensive Code by April 1, 2007.</p>
		<p>Achieving a code compliance rate of at least 75%.</p>
		<p>By 2011, at least 70% of the respondents in a resident survey will indicate their satisfaction with the content of the code.</p>
		<p>By 2011, at least 70% of the respondents in a resident survey will indicate their satisfaction with the enforcement of the code.</p>

Goal 8.2: To protect the residents of Cutler Bay by assuming responsibility from the County for administering the Florida Building Code, Plan Review, Permitting, and Inspection.

Goal 8.2	Strategic Initiative	Measures & Milestones
<p>To protect the residents of Cutler Bay by assuming responsibility from the County for administering the Florida Building Code, Plan Review, Permitting, and Inspection.</p>	<p>Conduct and implement the results of a Best Practices Review for building plan review, permitting, and inspections. This review will cover processes, technology, staffing patterns, and training initiatives to insure effective and efficient practices in the Town of Cutler Bay. Initially, contract for these services but monitor customer satisfaction closely.</p>	<p>The completion and implementation of the Best Practices Review.</p>
		<p>Provide these services by January, 2007.</p>
		<p>By 2011, at least 70% of the individuals who use building services will indicate their satisfaction with the nature and quality of the services they received.</p>

9. PUBLIC WORKS

Introduction

A well managed Public Works Department will provide and sustain the Town's physical infrastructure, and contribute significantly to the health and safety of our residents.

Goal 9.1: Develop the Town of Cutler Bay into a model community for the condition of its roads, street lighting, storm drainage facilities, swale maintenance, sidewalks, etc.

Goal 9.1	Strategic Initiative	Measures & Milestones
Develop the Town of Cutler Bay into a model community for the condition of its roads, street lighting, storm drainage facilities, swale maintenance, sidewalks, etc.	Develop and implement a multi-year plan for road resurfacing, pot holes, shoulders, sidewalks, curbs and gutters, signage, drainage, swales, lighting, etc.	Commencement and commencement of the plan by July, 2007. By 2011 at least 75% of the respondents to a resident survey will indicate satisfaction with the Town's roads, signage, drainage, etc.
	Explore mechanisms for establishing Street Lighting Assessment Districts upon petition by a majority of residents.	Town's responsiveness to street lighting initiatives. Have the ability to create Street Lighting Districts by 10/01/2007.
	Work with the County and the South Florida Water Management District to develop and implement a Town Master Drainage plan that addresses enhancement, replacement, and maintenance issues including canal maintenance.	Completion and implementation of a drainage plan. The incidence and severity of flooding in the Town is reduced. At least 75% of the respondents to a resident survey will indicate satisfaction with the Town's drainage systems.

TAB 7



MEMORANDUM

To: Steven Alexander, Town Manager

From: Joseph M. Corradino, AICP, Town Planning Consultant

Date: October 18, 2006

Re: Request for Final Plat approval for Lakes by the Bay Faye (Tracts A, B and C)

Applicants: Pride Homes of Lakes by the Bay, Lennar Land Partners and Lakes by the Bay South Community Development District

Application No.: 06-023

REQUEST:

The applicants: Pride Homes, Lennar Corp. and Lakes by the Bay South Community Development District are requesting Final Plat approval for properties generally located between SW 216th and 232nd Streets, south and east of SW 227th Street/SW 88th Place and west of SW 87th Avenue. The properties consist of three Tracts – A, B and C containing 108.32 acres +/- or 4,718,634.45 square feet +/- . Lakes by the Bay Faye is a portion of a larger development known as Lakes by the Bay which was approved by Miami-Dade County in the late 1980's. This development approval allowed for a maximum number of 4026 units.

RECOMMENDATION:

It is recommended that the Town Council **approve** the request for Final Plat (T-22168).

County staff has reviewed the final plat, and has recommended approval of the final plat because all of the requirements of Chapter 28 "Subdivisions," Section 28-8 "Plats and Platting—Final Plat," of the County Code have been fulfilled.

BACKGROUND:

Tract A – 22.39 acres +/- or 975,254.95 +/-

This Tract was approved for residential development under Administrative Site Plan Review # 2005000024 on June 8, 2006 for a total of 368 units.

Tract B – reserved as a conservation easement

Tract C – dedicated as a conservation easement

Consistency with the Comprehensive Development Master Plan.¹

The proposal is **consistent** with the Comprehensive Development Master Plan (CDMP) which designates this property as Low Density Residential. Although the density allowed for Low Density Residential is 2.5 to 6.0 dwelling units per gross acre the Comprehensive Development Master Plan Land Use Element Interpretive Text states the following: "Where a parcel or group of contiguous parcels under a single ownership or legally unified development has two different LUP map designations, the number of units permitted under one designation may be averaged with the number of units permitted under the other and developed at varying densities providing that the total number of units built on such property does not exceed the total number permitted under the two designations."

Zoning

Tract A is zoned. RU-4M which would allow up to 35.9 units per net acre or 884 units. But, due to the Declaration of Restrictions, this Tract is limited to the 368 units proposed. Therefore, it is in compliance with the RU-4M District.

Tracts B and C are zoned a combination of GU, RU-3M and RU-4M being platted as conservation easements

Concurrency

Concurrency has been reviewed by the county which has reserved sufficient capacity for this Final Plat approval. Existing sewer and water lines will be used to serve this property.

¹ The Miami-Dade County Comprehensive Development Master Plan functions as the Town's Comprehensive Plan.

Access

Tract A site may be accessed from the public roads, SW 205th Street and SW 79th Avenue.

CONDITIONS:

None

Attachments

Lakes By the Bay Faye Opinion of Title
ASPR # 2005000024 – Lakes By the Bay Faye
Zoning Map
Location Map

Hearing Number: 06-023

Applicant Name: Pride Homes of Lakes by the Bay, Lennar Land Partners and Lakes
by the Bay South Community Development District

Location: Generally located between SW 216th and 232nd Streets, south and east of
SW 227th Street/SW 88th Place and west of SW 87th Avenue

Size of property: 108.32 +/- acres

Request: Request for Final Plat approval for Lakes by the Bay Faye (Tracts A, B
and C)

Hearing Location: South Dade Government Center 2nd Floor, 10710 SW 211 Street

Hearing Date: October 18, 2006

Hearing Time: 7:00 p.m.

Plans are on file with the Town and may be examined at Town Hall. These plans may be modified at the public hearing.

RESOLUTION NO. 06-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING FINAL PLAT APPROVAL FOR LAKES BY THE BAY FAYE GENERALLY LOCATED SOUTH OF S.W. 216TH STREET, NORTH OF S.W. 232ND STREET, WEST OF S.W. 87TH AVENUE, AND EAST OF S.W. 97TH AVENUE, AS LEGALLY DESCRIBED IN EXHIBIT "A;" CONSISTING OF 368 MULTIFAMILY UNITS ON APPROXIMATELY 22.39 ACRES (TRACT "A"); CONSISTING OF APPROXIMATELY 83.08 ACRES OF DEEP WATER, UPLAND BUFFER HABITAT AND SHALLOW WATER MARSH HABITAT MITIGATION (TRACT "B"); AND CONSISTING OF APPROXIMATELY 2.85 ACRES OF UPLAND BUFFER HABITAT (TRACT "C"); FOR A TOTAL OF APPROXIMATELY 108.32 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pride Homes (the "Applicant") submitted an application to Town of Cutler Bay (the "Town") for approval of a final plat attached as Exhibit "B," for property legally described in Exhibit "A"; and

WHEREAS, the provisions of Chapter 28 "Subdivisions" of the Miami-Dade County Code of Ordinances (the "County Code") regulates the subdivision of land in both the incorporated and unincorporated areas of the County; and

WHEREAS, Town staff has reviewed the final plat, and has recommended approval of the final plat because all of the requirements of Chapter 28 "Subdivisions," Section 28-8 "Plats and Platting—Final Plat," of the County Code have been fulfilled; and

WHEREAS, public notice was provided in accordance with law; and

WHEREAS, the Town Council finds that the proposed final plat is consistent with the Miami-Dade County Comprehensive Development Master Plan, which now functions as the Town's Comprehensive Plan.

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. Approval of Final Plat. Pursuant to the requirements set forth in Chapter 28 “Subdivisions,” Section 28-8 “Plats and Platting—Final Plat,” of the County Code, the requested final plat, attached hereto as Exhibit “B,” is hereby approved.

Section 3. Violation. The Miami-Dade County Code of Ordinances, as applicable to the Town, functions as the Town’s Code of Ordinances (the “Town Code”). Failure to adhere to the terms of approval shall be considered a violation of the Town Code. Persons found violating the approval shall be subject to the penalties prescribed by the Town Code including, but not limited to, the revocation of the approvals granted by this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town before it may commence construction or operation, and this Resolution may be revoked by the Town Council at any time upon a determination that Applicant is not in compliance with the Town Code.

Section 4. Recording. The Town, or the Applicant if so requested by the Town Clerk, shall record this Resolution at the Applicant’s sole expense in the Public Records of Miami-Dade County, Florida.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this ____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

WEISS, SEROTA, HELFMAN, PASTORIZA,
COLE & BONISKE, P.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

EXHIBIT A
(Page 1 of 2)

LEGAL DESCRIPTION:

A portion of Section 16, Township 56 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 16; thence S89deg01min48secW, along the South line of the Southeast 1/4 of said Section 16, for a distance of 63.00 feet; thence N01deg02min22secW, along a line parallel with and 63.00 feet West of the East line of said Section 16 for a distance of 55.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence S89deg01min48secW, along a line parallel with and 55.00 feet North of the South line of said Section 16, for a distance of 69.78 feet; thence N01deg02min22secW, along a line parallel with and 132.78 feet West of the East line of said Section 16, for a distance of 620.38 feet; thence S88deg57min38secW for a distance of 535.00 feet; thence S01deg02min22secE, along a line parallel with and 667.78 feet West of the East line of said Section 16, for a distance of 619.73 feet; thence S89deg01min48secW, along a line parallel with and 55.00 feet North of the South line of said Section 16, for a distance of 2019.40 feet to its intersection with the West line of said Southeast 1/4 of said Section 16; thence N00deg44min12secW, along said West line, for a distance of 950.35 feet; thence S89deg03min11secW, along the North line of the South 3/8 of the Southwest 1/4 of said Section 16 for a distance of 1124.28 feet; thence N07deg01min15secE for a distance of 1057.88 feet; thence N37deg14min41secE for a distance of 138.47 feet to the Southerly boundary line of "LAKES BY THE BAY SOUTH LOOP ROAD", according to the Plat thereof as recorded in Plat Book 161, at Page 91 of the Public Records of Miami-Dade County, Florida; said point also being on the arc of a circular curve to the left, concave to the Northeast, a radial line to said point bears S47deg54min18secW; the three (3) following courses and distances being along the Southerly Right-of-Way line of S.W. 227th Street, as shown on said "LAKES BY THE BAY SOUTH LOOP ROAD"; 1) thence Southeasterly along the arc of said curve, having for its elements a radius of 1188.92 feet, through a central angle of 32deg30min37sec, for an arc distance of 674.61 feet to a point of tangency; 2) thence S74deg36min19secE for a distance of 650.00 feet to a point of curvature of a circular curve to the left, concave to the Northeast; 3) thence Southeasterly along the arc of said curve, having for its elements a radius of 1188.92 feet, through a central angle of 10deg39min24sec for an arc distance of 221.13 feet to the Northwest corner of Tract A of said "LAKES BY THE BAY SOUTH LOOP ROAD"; the two (2) following courses and distances being along the boundary lines of said Tract "A"; 1) thence S04deg33min32secE for a distance of 64.10 feet; 2) thence N85deg26min28secE for a distance of 50.00 feet; thence S04deg33min32secE for a distance of 197.54 feet; S19deg16min09secW for a distance of 260.65 feet; thence S83deg28min37secE for a distance of 183.18 feet to its intersection with the arc of a circular curve to the left, concave to the Northwest, a radial line to said point bears S02deg14min59secE; thence Northeasterly along the arc of said curve, having for its elements a radius of 1699.63 feet, through a central angle of 14deg02min14sec, for an arc distance of 416.40 feet to a point on a non-tangent line; thence S19deg19min50secE for a distance of 87.27 feet; thence S77deg40min01secE for a distance of 418.08 feet; thence N65deg09min20secE for a distance of 379.23 feet; N65deg22min35secE for a distance of 400.83 feet; N00deg05min01secE for a distance of 676.63 feet to the point of curvature of a circular

EXHIBIT A
(Page 2 of 2)

curve to the left, concave to the Southwest; thence Norhtwesterly along the arc of said curve, having for its elements a radius of 154.00 feet, through a central angle of 51deg19min24sec for an arc distance of 137.95 feet to its intersection with the arc of a circular curve to the left, concave to the Northwest, a radial line to said point bears N38deg45min38secE; thence Northerly along the arc of said curve, having for its elements a radius of 1604.18 feet, through a central angle of 18deg02min26sec, for an arc distance of 505.10 feet to a point on a non-tangent line; thence N03deg36min20secW for a distance of 20.15 feet; thence N04deg36min11secW for a distance of 131.86 feet; thence N89deg17min37secW for a distance of 504.75 feet to its intersection with the Easterly Right-of-Way line of S.W. 88th Place, as shown on said "LAKES BY THE BAY SOUTH LOOP ROAD", said point also being on an arc of a circular curve to the left, concave to the West, a radial line to said point bears N89deg49min10secE; thence Northerly along the arc of said curve, having for its elements a radius of 1080.00 feet, through a central angle of 04deg39min17sec, for an arc distance of 87.74 feet to a point of tangency; thence N04deg50min07secW, along said Easterly Right-of-Way line for a distance of 107.66 feet to the Southwest corner of Tract "A" of "LAKES BY THE BAY KAYE", according to the Plat thereof as recorded in Plat Book 161, at Page 95 of the Public Records of Miami-Dade County, Florida; the seven (7) following courses and distances being along the boundary lines of said "LAKES BY THE BAY KAYE"; 1) thence N86deg39min24secE for a distance of 480.50 feet; 2)thence N26deg11min27secE for a distance of 389.72 feet; 3) thence N20deg27min44secW for a distance of 286.05 feet; 4) thence N01deg51min59secE for a distance of 491.26 feet; 5) thence N66deg10min14secW for a distance of 262.37 feet; 6) thence S89deg38min06secW for a distance of 157.00 feet; 7) thence N00deg28min25secW for a distance of 122.24 feet to the Southerly Right-of-Way line of S.W. 216th Street, as shown on the Plat entitled "LAKES BY THE BAY SECTION NINE", according to the Plat thereof, as recorded in Plat Book 141, at Page 2 of the Public Records of Miami-Dade County, Florida; thence N89deg09min53secE along said Right-of Way line, for a distance of 633.61 feet; thence S00deg50min07secE, along a line parallel with and 63.00 feet West of the East line of said Section 16; for a distance of 1579.90 feet; thence S01deg02min22secE for a distance of 2615.28 feet to the POINT OF BEGINNING.

Containing 4,718,634.45 Square Feet and/or 108.32 Acres more or less

TAB 8

Memo

To: Mayor, Vice Mayor and Council Members, Town of Cutler Bay; Steven J. Alexander, Town Manager

From: Mitchell A. Bierman, Town Attorney

Date: 10/09/06

Subject: Burglar Alarm Ordinance

Attached is the Burglar Alarm Ordinance. The purpose of the ordinance is to transfer jurisdiction from Miami Dade County to the Town over Burglar Alarm regulation and enforcement. In addition, we have incorporated deterrent provisions to encourage alarm owners to be careful not to cause false alarm.

The Burglar Alarm ordinance provides for registration and fees for alarm systems, requires certain equipment for alarm systems, prohibits false alarms, requires alarm verification calls, provides for a method to cancel false alarms, provides for penalties for false alarms and provides for enforcement. The general intent of the ordinance is to minimize the frequency of false alarms and their negative effect on Police Department resources.

ORDINANCE NO. 06-_____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR REPLACEMENT OF SECTION 21-276 "BURGLAR ALARMS" OF THE MIAMI DADE COUNTY CODE TO THE EXTENT APPLICABLE; REQUIRING REGISTRATION OF BURGLAR ALARM SYSTEMS; IMPOSING AN ANNUAL REGISTRATION FEE; REQUIRING PERMITS FOR THE INSTALLATION OF BURGLAR ALARM SYSTEMS; PROVIDING FOR PENALTIES FOR FALSE ALARMS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Cutler Bay, Florida (the "Town"), has determined that it is in the best interest of the Town to adopt a Burglar Alarm Ordinance as provided herein.

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

Section 1. Recitals. The above recital is true and correct and is incorporated herein by reference.

Section 2. Burglar Alarms. Miami Dade County Code Chapter 21, "Offenses and Miscellaneous," Article XVI, "Burglar Alarms," Section 21-276 "Burglar Alarms" to the extent it is deemed to be applicable to the Town, is hereby repealed. The Town hereby adopts the following purchasing procedures:

Burglar Alarms.

(1) **Purpose of regulations.** The purpose of this section is to place responsibility on the alarm user to prevent, by use of appropriate mechanical, electrical, or other means, false burglar alarms.

(2) **Definitions.**

(a) *Alarm Company* means any person licensed pursuant to Chapter 489, Florida Statutes to engage in selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or monitoring any alarm system or causing any alarm system to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed in, or on, any building, structure or facility.

(b) *Alarm User* means any person or other entity that owns, possesses, controls, occupies, or manages any Premises.

(c) *Burglar Alarm System* means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry or other activity requiring urgent attention and to which the Town's Police Department may reasonably be expected to respond, but does not include fire alarms or alarms installed in motor vehicles.

(d) *False Alarm* means a signal from a Burglar Alarm System that elicits a response by the Town's Police Department when no emergency or actual or threatened criminal activity requiring an immediate response including a signal activated by negligence, accident, mechanical failure, and electrical failure; signals activated intentionally in non-emergency situations; and signals for which the actual cause of activation is unknown.

(e) *Premises* means the building or structure or portion of a building or structure upon which is installed or maintained a Burglar Alarm System.

(3) Permits required for installation or modification of Burglar Alarm Systems. All Alarm Companies installing or modifying Burglar Alarm Systems which shall operate at any Premises located within the Town shall obtain a Burglar Alarm Permit from the Town Building Department. Only Alarm Companies may apply for, be issued, and perform the work authorized under the Burglar Alarm Permit.

(4) Registration of alarm system and fee.

(a) *Registration of Burglar Alarm Systems.* All Burglar Alarm Systems which operate at any Premises located within the Town shall be registered with the Town by the Alarm User. The Alarm User shall complete and submit to the Town an annual registration for each Burglar Alarm System together with the appropriate fee. A new registration fee shall be necessary upon a change in the Alarm User. Failure to register a Burglar Alarm System shall constitute a violation of this Ordinance.

(b) Alarm System registration shall be made upon forms prescribed by the Town Manager. Each application shall include:

(1) The name, address and telephone number of the applicant.

(2) The make and type of alarm system and date of original installation.

(3) Whether the Premises on or in which the alarm system is located are residential or nonresidential.

(4) The name, address and telephone number of the alarm business or person which installed the alarm system.

(5) The name, address and telephone number of the alarm business(es) with which the applicant has a maintenance or service contract, if any, or a central station hookup.

(6) The names, addresses and telephone number of no less than three persons or entities to be contacted in the event of a false alarm.

(7) The signature of the applicant and date of application.

(c) *Change in registration information.* In the event of a change in any of the information required as part of the annual registration, the Alarm User shall notify the Town of the change. An updated registration shall be filed with the Town within ten (10) days of any change.

(d) *Annual Registration Fee.* Effective November 1, 2006, there shall be an annual registration fee of twenty-five dollars (\$25.00) for all alarm registrations. Each separate alarm system shall require a separate registration. The registration period will be for one year. Upon renewal for registration periods beginning on or after November 1, 2007, the fee will be reduced to fifteen dollars (\$15.00) if the Burglar Alarm System has had no False Alarms requiring police dispatch during the prior registration period.

(5) Required Equipment in a Burglar Alarm. An Alarm User shall not use a Burglar Alarm System unless that Burglar Alarm System is equipped with:

(a) A backup power supply that will become effective in the event of power failure or outage; and

(b) A device that automatically silences the alarm within fifteen (15) minutes after activation.

(6) False Alarms Prohibited. It is the responsibility of each Alarm User to monitor the occurrences of False Alarms on its premises. The Town Police Department shall notify the Alarm User of each False Alarm. Such notice shall be provided by posting a notice on the premises; or by mailing notice to the Alarm User. No burglar alarm user shall cause, allow, or permit the Burglar Alarm System to give four (4) or more False Alarms during any registration period.

(7) Alarm Verification Calls Required. Except for panic or holdup type alarms, all residential or commercial intrusion/burglar alarms that have central monitoring must have a central monitoring verification call made to the premises generating the alarm signal, prior to alarm monitor personnel contacting the Town's Police Department for dispatch. This does not apply to panic or holdup type alarms. Alarm monitoring companies will make available to the Town Police Department, upon request, records providing proof that the monitoring company made the verification calls.

(8) Canceling False Alarm Calls. It shall be a violation of this Ordinance for an Alarm Company to fail to notify the Town Police Department of the cancellation of a false alarm within 10 minutes of being notified that the alarm is false by the Alarm User or his authorized representative. However, the Town's Police Department will not cite the Alarm Company for failure to meet the 10-minute criterion if notification of a False Alarm is received before an officer arrives on the scene. Alarm Companies will make available to the Town's Police Department records providing proof that the Police Department was contacted within the 10-minute criterion. If a fire alarm system is connected to a burglar alarm system, this section shall not apply to false alarms that the Alarm User proves were generated by the fire alarm portion of the system.

(9) Penalties.

(a) Each violation of either subsection (1), (3), (4) or subsection (5) of this Ordinance shall be punished as follows:

1. For a first violation, by a fine of fifty dollars (\$50.00).
2. For a second and each additional violation, by a fine of one hundred dollars (\$100.00).

(b) Each violation of subsection (6) of this Ordinance shall be punished as follows:

1. For the fourth false burglar alarm in the user's registration period, by a fine of fifty dollars (\$50.00).
2. For the fifth false burglar alarm in the user's registration period, by a fine of one hundred dollars (\$100.00).
3. For the sixth and each additional false burglar alarm in the user's registration period, by a fine of two hundred dollars (\$200.00).

(c) Each violation of subsection (7) or subsection (8) of this Ordinance shall be punished as follows:

1. By a fine of one hundred dollars (\$100.00).

(d) An alarm is not a False Alarm if the Alarm User proves that (1) an individual activated the alarm based upon a reasonable belief that an emergency or actual or threatened criminal activity requiring immediate response existed; or (2) the Burglar Alarm System was activated by lightning or an electrical surge that caused physical damage to the system, as evidenced by the testimony of a licensed Alarm Company who conducted an on-site inspection and personally observed the damage to the system; or (3) if the Alarm User experienced a power outage of four or more hours, causing the alarm to activate upon restoration of power, as evidenced by written documentation provided by Florida Power and Light Company or other applicable provider. Fines may be mitigated by the Hearing Officer after presentation of evidence by the Alarm User indicating that mitigation is appropriate.

(10) Enforcement. In addition to all remedies otherwise available, this section shall be enforced by the code enforcement provisions set forth in the Town Code.

Section 3. 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 4. Inclusion In The Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and made a part of the Town of Cutler Bay Code; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED and ADOPTED on first reading this _____ day of _____, 2006.

PASSED and ADOPTED on second reading this _____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 9

Memo

To: Honorable Mayor and Town Council
From: Chad Friedman, Assistant Town Attorney
Date: October 11, 2006
Re: Transportation Proportionate Fair-Share Mitigation

The proposed ordinance amends the Town's Concurrency Management System, which is located in Chapter 33G of the Town Code of Ordinances. This ordinance provides for transportation proportionate fair-share mitigation options, methodologies, and procedures, which are necessary to meet the requirements of Senate Bill 360 ("SB 360"). During the 2005 legislative session, the Florida Legislature adopted SB 360, which made significant amendments to the Growth Management Act. One of these amendments directed local governments to enact an ordinance for assessing transportation proportionate fair-share mitigation by December 1, 2006.

Proportionate fair-share options afford developers the opportunity to proceed with development, under certain conditions, despite a failure in roadway concurrency.¹ This "pay as you go" system requires the developer to mitigate a proposed development's impact on roadway

¹ Concurrency is a growth management concept intended to ensure that the necessary public facilities and services are available concurrent with the impacts of development.

level of service by making a financial contribution² to a qualifying project which alleviates the development's impact on level of service. The developer's contribution is enforced by a legally binding agreement, which will require payment of the proportionate fair-share contribution to be due in full prior to issuance of the final plat or building permit, whichever occurs first. By requiring the developer to enter into a legally binding agreement, this will ensure that there will be adequate roadway capacity concurrent with the impacts of the proposed development. It is recommended that the Town Council approve the proposed ordinance as it meets all of the requirements imposed by SB 360.

² Financial contributions may include, separately or collectively, private funds, contributions of land, and construction and contribution of facilities.

ORDINANCE NO. ____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 33G "SERVICE CONCURRENCY MANAGEMENT PROGRAM" TO PROVIDE FOR PROVISIONS RELATING TO PROPORTIONATE FAIR-SHARE MITIGATION FOR TRANSPORTATION; CREATING SECTION 33G-5.1 "PROPORTIONATE FAIR SHARE MITIGATION FOR TRANSPORTATION;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2005 Florida State Legislature adopted amendments to the state growth management program which directed local governments to comply with a requirement that "proportionate share contributions" be accepted from developers in satisfaction of statewide transportation concurrency requirements by December 1, 2006; and

WHEREAS, the Town of Cutler Bay (the "Town") Proportionate Fair-Share Program will provide a method by which the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors; and

WHEREAS, the Town Council finds and determines that transportation capacity is a commodity that has a value to both the public and private sectors; and

WHEREAS, the Town Council finds that adoption of this ordinance is consistent with Section 163.3180, Florida Statutes and the Miami Dade County Comprehensive Plan, which now functions as the Town's Comprehensive Plan; and

WHEREAS, the Town Council, in its capacity as the Local Planning Agency, has reviewed the proposed ordinance and recommends approval; and

WHEREAS, the Town finds that this ordinance is in the best interests of the residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS¹:

Section 1. Findings. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Service Concurrency Management Program. Chapter 33G "Service Concurrency Management Program" is hereby amended to read as follows:

Chapter 33G SERVICE CONCURRENCY MANAGEMENT PROGRAM

¹ Additions are indicated by underlining; deletions are indicated by ~~strikethrough~~.

* * *

Sec. 33G-3. Definitions.

Except as otherwise provided in this chapter, the following definitions shall apply to this chapter.

* * *

(11) Financial feasibility. Sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5-year capital improvement schedule for financing capital improvements, such as ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees, and developer contributions, which are adequate to fund the projected costs of the capital improvements identified in the Comprehensive Plan that are necessary to ensure that adopted Level-of-Service standards are achieved and maintained within the period covered by the 5-year schedule of capital improvements.

* * *

(20) Proportionate fair-share mitigation for transportation. A developer may choose to satisfy all concurrency requirements by contributing or paying their calculated fair-share if transportation facilities or facility segments identified as mitigation for traffic impacts are specifically identified for funding in the 5-year schedule of capital improvements in the Capital Improvements Element of Comprehensive Plan or payments to such facilities or segments are reflected in the 5-year schedule of capital improvements in the next regularly scheduled update of the Capital Improvements Element; or programmed for construction in the 5-year capital facility plan or work program of the agency having responsibility for the transportation improvement.

* * *

(24) Strategic Intermodal System (SIS). A statewide network of high-priority transportation facilities, including the state's largest and most significant commercial service airports, spaceport, deepwater seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways and highways.

* * *

Sec. 33G-5. Procedures.

(1) As provided herein, no development order shall be issued where levels of service (LOS) for all public services and facilities will not meet or exceed LOS standards or where the issuance of the development order would result in a reduction in the level of service for any service or facility below LOS standards, except under the following conditions:

* * *

(6) No development order shall be issued by the Town Council or a Town ~~any County board,~~ ~~agency or~~ department unless the following conditions are met:

* * *

(b) *Intermediate development orders:*

1. Unless otherwise provided by this chapter, intermediate development orders may be approved only if all services and facilities (roads, transit, water, sewer, parks, solid waste, and flood protection) meet or exceed LOS standards and the development authorized by issuance of the intermediate development order must not result in a reduction of any LOS below LOS standards; or the facilities necessary to accommodate the impacts of the proposed development at or above the applicable standards as established in the CDMP are:

a. Programmed in the five-year schedule of improvements in the Capital Improvement Element or Transportation Improvement Program; or

b. Consistent with the CDMP and contained in the adopted five-year capital improvements program of the applicable other service provider; or

c. Consistent with the CDMP and the applicant agrees in a recordable written instrument that no final development order will be requested unless the necessary facilities are programmed or contracted within the time frames specified in Section 33G-5(6)(c); or

d. Satisfied through proportionate fair share mitigation for transportation as set forth in Section 33G-5.1.

* * *

(c) *Final development orders:*

1. Unless otherwise provided by this chapter, final development orders may be approved only if all services and facilities (roads, transit, water, sewer, parks, solid waste, and flood protection) meet or exceed LOS standards and the development authorized by issuance of the final development order must not result in a reduction of any LOS below LOS standards; or if the subject development is located inside the Urban Development Boundary and:

* * *

b. For roads and transit, the facilities necessary to accommodate the impacts of the proposed development at or above the applicable standards as established in the CDMP are:

* * *

(8) Must be contracted for construction no later than thirty-six (36) months after issuance of a certificate of use and occupancy if the development is located within the Urban Development Boundary, and no later than the date of issuance of a certificate of use and occupancy if the development is located outside the Urban Development Boundary; or

(9) Satisfied through proportionate fair share mitigation for transportation is provided as outlined in Section 33G-5.1.

* * *

Sec. 33G-5.1. Proportionate fair share mitigation for transportation.

(1) Applicability.

The Proportionate Fair-Share Program shall apply to all developments in the Town that have been notified of a lack of capacity to satisfy transportation concurrency on one or more transportation facilities in accordance with the Town Concurrency Management Program, including transportation facilities maintained by the Florida Department of Transportation (FDOT) or another jurisdiction that are relied upon for concurrency determinations, pursuant to the requirements of Section 33G-5.1(2) below. The Proportionate Fair-Share Program does not apply to Developments of Regional Impact (DRIs) using proportionate fair share under Section 163.3180(12), Florida Statutes, or to developments exempted from concurrency as provided for in this Chapter.

(2) General Requirements.

(a) An applicant whose project meets the criteria of subsection 33G-5.1(1) may choose to satisfy transportation concurrency requirements by making a proportionate fair share contribution, pursuant to the following requirements:

(1) The proposed development is consistent with the Comprehensive Development Master Plan (CDMP) and applicable land development regulations; and

(2) The five-year schedule of capital improvements in the Town's Capital Improvements Element (CIE) includes one or more transportation improvements that, upon completion, will satisfy the requirements of the Town's Concurrency Management Program. The provisions of Section (b) below may apply if a project or projects needed to satisfy concurrency are not presently contained within the Town's CIE.

(b) The Town may choose to allow an applicant to satisfy transportation concurrency for a deficient segment(s), through the Proportionate Fair-Share Program, by the developer contributing to an improvement that, upon completion, will create additional capacity on the deficient segment(s) sufficient to accommodate the additional traffic generated by the applicant's proposed development even if the improvement project for

the deficient segment(s) is not contained in the five-year schedule of capital improvements in the CIE where:

(1) The Town Council holds an advertised public hearing to consider the proportionate share agreement and corresponding future changes to the five-year CIE; and

(2) The Town Council adopts by Resolution the Proportionate Fair Share Agreement directing Town staff to file an amendment adding the improvement(s) to the five-year schedule of capital improvements in the CIE, no later than the next regularly scheduled update. To qualify for consideration under this section, the proposed improvement must be reviewed by the Town Council, and determined to be financially feasible, consistent with the CDMP, and in compliance with the provisions of this section.

(c) Any improvement project(s) proposed to meet a developer's fair-share obligation must meet design standards of the Town for locally maintained roadways, and the design standards of FDOT for the state highway system.

(3) Application Process.

(a) Upon the notification of a lack of capacity to satisfy transportation concurrency, an applicant may choose to satisfy transportation concurrency through the proportionate fair-share program pursuant to the requirements of subsection 33G-5.1(2)

(b) Prior to submitting an application for a proportionate fair-share agreement, the applicant shall attend a pre-application meeting with the Public Works Department to discuss eligibility, application submittal requirements, potential mitigation options, and related issues. If the impacted facility is on the Strategic Intermodal System (SIS), then FDOT will be notified and invited to participate in the pre-application meeting.

(c) Eligible applicants shall submit an application to the Public Works Department that includes an application fee, as established by resolution, and the following:

- (1) Name, address, and phone number of owner(s), developer and agent;
- (2) Property location, including parcel identification numbers;
- (3) Legal description and survey of property;
- (4) Project description, including type, intensity, and amount of development;
- (5) Phasing schedule, if applicable;
- (6) Description of requested proportionate fair-share mitigation method(s);

- (7) Copy of concurrency application; and
- (8) Location map depicting the site and affected road network.

(d) Within 10 business days, the Public Works Department shall review the application and certify that the application is sufficient and complete. If an application is determined to be insufficient, incomplete, or inconsistent with the general requirements of the Proportionate Fair-Share Program as indicated in subsection 33G-5.1(2), then the applicant shall be notified in writing of the reasons for such deficiencies within 10 business days of submittal of the application. If such deficiencies are not remedied by the applicant within 30 days of receipt of the written notification, then the application shall be deemed abandoned.

(e) Pursuant to Section 163.3180(16)(e), Florida Statutes, proposed proportionate fair-share mitigation for development impacts to facilities on the SIS requires the concurrency of the FDOT. If a SIS facility is proposed for proportionate share mitigation, the applicant shall submit evidence of an agreement between the applicant and the FDOT for inclusion in the proportionate fair-share agreement.

(f) Once an application is deemed sufficient, complete, and eligible, a proposed proportionate fair-share obligation and binding agreement will be prepared by the applicant with direction from the Town and delivered to the Public Works Department for review, including a copy to the FDOT for any proposed proportionate fair-share mitigation on SIS facilities, no later than 60 days from the date at which the application was determined to be sufficient and no fewer than 14 days prior to the Town Council meeting when the agreement will be considered.

(g) The Public Works Department shall notify the applicant of the date, time, and location of the Town Council meeting at which the agreement will be considered for final action. No proportionate fair-share agreement(s) will be effective until approved by the Town Council.

(4) Determination of Proportionate Fair-Share Obligation.

(a) Proportionate fair-share mitigation for concurrency impacts may include, separately or collectively, private funds, contributions of land, and construction and contribution of facilities as provided for in Section 163.3180(16)(c), Florida Statutes.

(b) A development shall not be required to pay more than its proportionate fair share. The fair market value of the proportionate fair-share mitigation for the impacted facilities shall not differ based on the form of mitigation as provided for in Section 163.3180 (16)(c), Florida Statutes.

(c) The methodology used to calculate an applicant's proportionate fair-share obligation shall be as provided for in Section 163.3180(12), Florida Statutes, as follows:

The amount of the proportionate-share contribution shall be calculated based upon the cumulative number of trips from the proposed development expected to reach roadways during the peak hour from the complete buildout of a stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain the adopted level of service, multiplied by the construction cost, at the time of developer payment, of the improvement necessary to maintain the adopted level of service. This methodology is expressed by the following formula:

$$\text{Proportionate Fair Share} = \frac{\sum[(\text{Development Trips}_i) \div (\text{SV Increase}_i)] \times \text{Cost}_i}{\text{Cost}_i}$$

(Note: In the context of the formula, the term "cumulative" does not include a previously approved stage or phase of a development.)

Where:

Σ = Sum of all deficient links proposed for proportionate fair-share mitigation for a project.

Development Trips_i = Those trips from the stage or phase of development under review that are assigned to roadway segment "i" and have triggered a deficiency per the concurrency management system;

SV Increase_i = Service volume increase provided by the eligible improvement to roadway segment "i";

Cost_i = Adjusted cost of the improvement to segment "i". Cost shall consist of all improvements and associated costs, including design, right-of-way acquisition, planning, engineering, inspection, and physical development costs, directly associated with construction at the anticipated cost in the year that construction will occur.

(d) For purposes of determining proportionate fair-share obligations, the Town shall determine improvement costs based upon the actual and/or anticipated costs of the improvement in the year that construction will occur.

(e) If the Town has accepted an improvement project proposed by the applicant, then the value of the improvement shall be based on Public Works Department cost estimate

and approved by the Town's Public Works Director, or other method approved by the Town's Public Works Director.

(f) If the Town has accepted right-of-way dedication for the proportionate fair share payment, credit for the dedication of the non-site related right-of-way shall be valued on the date of the dedication at 120% of the most recent assessed value by the County property appraiser or, at the option of the applicant, by fair market value established by an independent appraisal approved by the Town Council and at no expense to the Town. The applicant shall supply a drawing and legal description of the land and a certificate of title or title search of the land to the Town Council at no expense to the Town. If the estimated value of the right-of-way dedication proposed by the applicant, based on a Town-approved appraisal, is less than the Town estimated total proportionate fair-share obligation for that development, then the applicant must also pay the difference. Prior to the purchase of acquisitions of any real estate intended to be used for proportionate fair-share, public or private partners should contact the FDOT for essential information about compliance with federal law and regulations.

(5) Impact Fee Credit for Proportionate Fair-Share Mitigation.

(a) Where mitigation is occurring on County roads, proportionate fair-share contributions shall be applied as a credit against impact fees to the extent that all or a portion of the proportionate fair-share mitigation is used to address the same capital infrastructure improvements contemplated by the County's impact fee ordinance.

(b) Impact fee credits for the proportionate fair-share contribution will be determined when the transportation impact fee obligation is calculated for the proposed development. Impact fees owed by the applicant will be reduced per the Proportionate Fair-Share Agreement as they become due per the County's impact fee ordinance. If the applicant's proportionate fair-share obligation is less than the development's anticipated road impact fee for the specific stage or phase of development under review, then the applicant or its successor must pay the remaining impact fee amount to the County pursuant to the requirements of the County impact fee ordinance.

(c) Major projects not included within the County's impact fee ordinance or created under Section 5.1(2) which can demonstrate a significant benefit to the impacted transportation system may be eligible at the County's discretion for impact fee credits.

(d) The proportionate fair-share obligation is intended to mitigate the transportation impacts of a proposed development at a specific location. As a result, any road impact fee credit based upon proportionate fair-share contributions for a proposed development cannot be transferred to any other location unless provided for within the County's impact fee ordinance.

(6) Proportionate Fair-Share Agreements.

(a) The Town Council has the authority by resolution to enter into a Proportionate Fair-Share Agreement.

(b) Upon executing a proportionate fair-share agreement (Agreement), in a form acceptable by the Town, and satisfying other concurrency requirements, an applicant shall receive concurrency approval. Should the applicant fail to apply for a development order within (90 days) of receiving concurrency approval by the Town Council, the project's concurrency vesting shall expire, and the applicant shall be required to re-apply.

(c) Payment of the proportionate fair-share contribution is due in full prior to issuance of the final plat or building permit whichever occurs first. If the payment is submitted more than 6 months from the date of execution of the Agreement, then the proportionate fair-share cost shall be recalculated at the time of payment based on the best estimate of the construction cost of the required improvement at the time of payment. Once a proportionate share payment for a project is made and other impact fees for the project are paid, no refunds shall be given unless otherwise established in a binding agreement that is accompanied by a security instrument that is sufficient to ensure the completion of all required improvements.

(d) All developer improvements authorized under Section 5.1 must be completed as established in a binding agreement that is accompanied by a security instrument that is sufficient to ensure the completion of all required improvements.

(e) Dedication of necessary right-of-way for facility improvements pursuant to a proportionate fair-share agreement must be completed prior to issuance of the final development order or recording of the final plat.

(f) Any requested change to a development project subsequent to issuance of a development order shall be subject to additional proportionate fair-share contributions to the extent the change would increase project costs or generate additional traffic that would require mitigation.

(g) Applicants should submit a letter to withdraw from a proportionate fair-share agreement at any time prior to the execution of the agreement. The application fee and any associated advertising costs to the Town are nonrefundable.

(h) The Town may enter into proportionate fair-share agreements for selected corridor improvements to facilitate collaboration among multiple applicants on improvements to a shared transportation facility.

(7) Appropriation of Fair-Share Revenues.

(a) Proportionate fair-share revenues shall be placed in the appropriate project account for funding of scheduled improvements in the Town's CIE, or as otherwise established in the terms of the proportionate fair-share agreement. At the discretion of the Town, proportionate fair-share revenues may be used for operational improvements

prior to construction of the capacity project from which the proportionate fair-share revenues were derived. Proportionate fair-share revenues may also be used as the 50% local match for funding under the FDOT Transportation Regional Incentive Program (TRIP).

(b) In the event a scheduled facility improvement is removed from the CIE, then the proportionate fair share revenues collected for its construction may be applied toward the construction of alternative improvements within that same corridor or sector where the alternative improvement will mitigate the impacts of the development project on the congested roadway(s) for which the original proportionate fair share contribution was made.

Section 3. 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 4. Inclusion In The Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and made a part of the Town of Cutler Bay Code; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Effective Date. This Ordinance shall be effective immediately upon adoption.

PASSED on first reading this _____ day of _____, 2006.

PASSED AND ADOPTED on second reading this _____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

WEISS, SEROTA, HELFMAN, PASTORIZA,
COLE & BONISKE, P.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____
Vice Mayor Edward P. MacDougall _____
Councilmember Peggy R. Bell _____
Councilmember Timothy J. Meerbott _____
Councilmember Ernest N. Sochin _____

TAB 10

ORDINANCE NO. 06-

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , ADOPTING THE OFFICIAL TOWN LOGO; PROVIDING FOR USE OF THE TOWN LOGO; PROHIBITING USE OF THE LOGO WITHOUT PERMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council finds it is in the best interest of the Town of Cutler Bay (the "Town") to adopt the official Town Logo; and

WHEREAS, the Town owns the rights to the Town Logo and has the right to prohibit unauthorized use of the Town Logo; and

WHEREAS, the Town Council recognizes that the official Town Logo should be utilized only for Town business or with proper authorization.

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. **Town Logo Adopted.** The Official Town Logo of the Town of Cutler Bay shall mean the Town's identifying symbol attached hereto as Exhibit "A."

Section 3. **Use of Town Logo.** The Official Town Logo shall be used whenever it is necessary for the Town to identify equipment, facilities, documents, and other items that the Town desires to identify as being Town-related.

Section 4. **Prohibition.** It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the Official Logo of the Town or the stationery of a real or fictitious agency, department or instrumentality of the Town of Cutler Bay without the expressed written authority of the Town Council or its designee.

Section 5. **Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion In The Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and made a part of the Town of Cutler Bay Code; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 7. Effective Date. This Ordinance shall be effective immediately upon adoption.

PASSED on first reading this _____ day of _____, 2006.

PASSED AND ADOPTED on second reading this _____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ SANTAMARIA, CMC
Town Clerk

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

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____



TAB 11



Planning & Zoning Department

R. Don O'Donniley, AICP
Planning Director

MEMORANDUM

To: Steven Alexander, Town Manager

From: Joseph M. Corradino, AICP, Interim Town Planning Consultant

Date: October 4, 2006

Re: A 90 Day Extension To The Old Cutler Road Building Moratorium Which Was Adopted By Ordinance 06-10 on July 5, 2006

REQUEST:

On July 5, 2006, the Town Council adopted Ordinance 06-10, which enacted a 120 day moratorium on development orders and development permits for properties abutting Old Cutler Road from S.W. 184th Street to the southern Town Limits. This moratorium was enacted in order to preserve the Town's vision for this area.

During the past 3 months, Town staff has been working closely with County staff in creating design standards and land development regulations for this area, which will be primarily based on the Old Cutler Road Charrette.

Town staff believes that a 90 day extension to this moratorium is necessary for the completion and adoption of the proposed standards and regulations.

RECOMMENDATION:

Approval

CONDITIONS:

None

10720 Caribbean Boulevard, Suite 105
Cutler Bay, FL 33189
(305) 234-4262 Office
(305) 234-4251 Fax
www.cutlerbay-fl.gov

ORDINANCE NO. 06- _____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR THE CLARIFICATION OF THE SCOPE OF THE MORATORIUM, AS SHOWN ON EXHIBIT "A," WHICH WAS ENACTED BY ORDINANCE 06-10, ON THE ISSUANCE OF DEVELOPMENT ORDERS AND DEVELOPMENT PERMITS FOR ALL PROPERTIES AFFECTING OLD CUTLER ROAD FROM S.W. 184 STREET SOUTH TO THE TOWN LIMITS; PROVIDING FOR A 90 DAY EXTENSION TO THE 120 DAY MORATORIUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 5, 2006, the Town Council adopted Ordinance 06-10, which enacted a moratorium for properties abutting Old Cutler Road from S.W. 184th Street south to the Town limits; and

WHEREAS, the Town is currently in its infancy, and is continually improving its technological ability to produce Geographic Information System (GIS) maps; and

WHEREAS, since the adoption of Ordinance 06-10, the Town has been able to advance its GIS technology, which allowed staff to further clarify the scope of the moratorium, as shown on Exhibit "A" ("Moratorium Area"); and

WHEREAS, as such, it is the intent of the Town Council to clarify the scope of the moratorium; and

WHEREAS, during this moratorium, Town staff has been creating the land development regulations that are necessary to preserve the residents' vision for the Moratorium Area; and

WHEREAS, the Town Council wishes to extend the moratorium enacted by Ordinance 06-10 for 90 days in order to allow the Town to complete and adopt the proposed land development regulations for the Moratorium Area; and

WHEREAS, Ordinance 06-10 provides that "the building moratorium may be reasonably extended, if necessary, by Ordinance of the Town Council," and the Town Council hereby finds that such an extension is necessary; and

WHEREAS, this Ordinance was heard and recommended by the Town Council, in its capacity as the Town's Local Planning Agency; and

WHEREAS, after due notice and hearing, the Town Council finds that this extension to the moratorium is reasonable, and is consistent with the Miami-Dade County Comprehensive

Development Master Plan, which now functions as the Town's Comprehensive Plan, and the Town's Code.

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

Section 1. Clarification of the Scope of the Moratorium. Based on the findings set forth above, which are incorporated herein as the legislative intent of this Ordinance, the scope of the moratorium adopted by Ordinance 06-10 is hereby clarified as shown on Exhibit "A."

Section 2. Amendment to Section 7 of the Moratorium Ordinance; Moratorium Extended. Based on the findings set forth above, which are incorporated herein as the legislative intent of this Ordinance, Ordinance 06-10 is hereby amended to read as follows:

Section 7. Term. The building moratorium imposed by this Ordinance is temporary and shall be effective for a period of 210 ~~120~~ days from the effective date of this Ordinance, unless dissolved earlier by the Town Council. Further, the building moratorium shall automatically dissolve upon the adoption of new land development regulations for the moratorium area. The building moratorium may be reasonably extended, if necessary, by Ordinance of the Town Council.

All other provisions of Ordinance 06-10 shall remain in effect as set forth therein for the extended term.

Section 3. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED AND ADOPTED on first reading this 4th day of October, 2006.

PASSED AND ADOPTED on second reading this _____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC

Town Clerk

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

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 12

Memo

To: Mayor, Council members, and Town Manager, Town of Cutler Bay

From: Mitchell Bierman, Town Attorney

Date: 10/18/06
8/30/06

Subject: Occupational License Ordinance

At the request of the Town Manager, we have prepared an Occupational License ordinance. Florida Law permits a municipality to impose a tax and require a license pursuant to Fla. Stat. Section 205.042 for engaging in or managing a business occupation or profession in the Town. Such license requirements are in addition to any occupational licensing requirements of the County or State. A new municipality is required to set its taxes at amounts no greater than those of adjacent governing bodies and may increase them by no more than 5% after two years by super majority vote. In this case, both adjacent governing bodies, Miami Dade County and the Village of Palmetto Bay have the same rates. The tax rates applicable to the ordinance are adopted in a separate resolution so that they may be adjusted in the future by resolution. The ordinance contains twelve sections which are explained further below.

1. The first section of the ordinance provides that the Occupational License must be obtained by October 1st each year. The ordinance provides a grace period until December 1, 2006 for this year. This grace period is necessary because the Town will likely not have the ability to issue the occupational licenses until December 1, 2006. The occupational license tax requirement applies to: any person who maintains a permanent business location or branch office within the Town for the privilege of engaging in or managing any business, profession or occupation within the Town; any person who utilizes their home for authorized business activities; and to any person who transacts any business or engages in any occupation or profession in interstate commerce where such license tax is not prohibited by section 8 of article I of the United States Constitution. The ordinance requires a person to pay a license tax to the Town as outlined in the schedule as contained in the ordinance. A license tax is required for each type of business performed at the applicant's location that requires a separate license tax.

2. The second section of the ordinance allows for transfer of the license and allows for half year licenses.

3. The third section of the ordinance requires an application to be filed in order to obtain a license. The application must contain information including the applicant's

name, address and telephone number, the particular location in the Town wherein the applicant proposes to engage in the business for which the license is sought, the date proposed to commence business, a statement as to whether the fee is based on area, capacity, average value of stock carried, number of persons or things employed or engaged, quantity, valuation, or other contingency, and the names and addresses of corporate officers.

4. The fourth section of the ordinance provides that no license shall be issued prior to payment of a fee and compliance with the ordinance.

5. The fifth section of the ordinance provides for penalties for failing to obtain a license. The ordinance provides for a twenty-five percent delinquency penalty and a fine not to exceed \$500.00 or imprisonment in the County jail not to exceed 60 days, or both such fine and imprisonment. Each day that a violation continues is deemed a separate violation under the ordinance.

6. The sixth section of the ordinance provides for denial of licenses if false information was provided on the application or if within the past three years the applicant committed any act which if done by any person licensed to do business within the Town would constitute grounds for the revocation of the license.

7. The seventh section of the ordinance provides for appeals of denial of licenses to the Town Manager.

8. The eighth section of the ordinance allows for revocation of licenses for repeated violations of the code, misrepresentations in the application or affidavit, use of the business location for illegal or unsafe activities, use of the business location for activities not contemplated in the application, misrepresentations made to the Town during the application and investigation process, use of the business not in compliance with the conditions of the license, and lack of refuse collection or utility services. The ordinance provides for appeal of revocation of the license to the Town Manager within ten days of notice of revocation.

9. The ninth section of the ordinance requires display of the licenses in a prominent place.

10. The tenth section of the ordinance provides a catch all for those occupations not listed in the next two sections.

11. The eleventh section of the ordinance is a detailed section related to home occupational licenses.

12. The final section of the ordinance provides for a tax schedule of licenses based on occupation.

ORDINANCE NO. 06-

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATED TO OCCUPATIONAL LICENSES; PROVIDING FOR IMPOSITION OF A TAX; PROVIDING FOR THE TERM OF THE LICENSE AND TRANSFER OF THE LICENSE; PROVIDING FOR AN AFFIDAVIT FOR THE APPLICANT AND THE ANNUAL FILING INFORMATION; PROVIDING FOR PREREQUISITES FOR GRANTING A LICENSE AND INVALID LICENSES; PROVIDING FOR VIOLATIONS AND PENALITIES; PROVIDING FOR GROUNDS FOR DENIAL OF THE LICENSE; PROVIDING FOR APPEAL OF DENIAL OF LICENSE; PROVIDING FOR REVOCATION OF LICENSE; PROVIDING FOR DISPLAY OF LICENSE; PROVIDING FOR UNCLASSIFIED BUSINESS ACTIVITIES; PROVIDING FOR HOME OCCUPATION LICENSES; PROVIDING FOR A TAX SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") finds and determines that it is fair and just to impose an occupational license tax on those persons engaged in or managing any business, profession or occupation in the Town, for the privilege of working in the Town ; and

WHEREAS, the Town finds that this tax will promote the health, safety and welfare of the Town.

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. Occupational Licenses.

Sec. 1. Tax imposed.

(a) Every person, as defined in F.S. § 205.022(3), engaged in or managing any business, profession or occupation in the Town is required to have a Town license and shall, on or before each October 1, before engaging in or managing any business, profession or occupation, register with the Town their name, profession or occupation, and their place of business. If October 1 falls on a weekend or holiday, the license shall be obtained on or before the first business day following October 1. No person shall engage in or manage any such business, profession or occupation without first obtaining the required

occupational license. The Town Manager or his designee shall develop administrative procedures relating to the issuance of business licenses and designate the department responsible for implementing the procedures and issuing the appropriate licenses.

(b) This occupational license tax requirement shall apply to:

(1) Any person who maintains a permanent business location or branch office within the Town for the privilege of engaging in or managing any business within the Town.

(2) Any person who maintains a permanent business location or branch office within the Town for the privilege of engaging in or managing any profession or occupation within the Town.

(3) Any person who utilizes their home for uses as outlined in subsection (b)(1) or (2) of this section for authorized business activities.

(4) Any person who does not qualify under the provisions of subsection (b)(1) or (2) of this section and who transacts any business or engages in any occupation or profession in interstate commerce where such license tax is not prohibited by section 8 of article I of the United States Constitution.

(c) A person shall be required to pay a license tax to the Town as outlined in the schedule contained in this article. A license tax shall be required for each type of business performed at the applicant's location that requires a separate license tax as outlined in the schedule contained in this article.

Sec. 2. Term of license; half year license; transfer of license.

(a) Licenses issued under this article shall expire on September 30 of each year. No license shall be issued for more than one year. For each license obtained between October 1 and April 1, the full tax for one year shall be paid, and for each license obtained between April 1 and September 30, one-half the full tax for one year shall be paid.

(b) Any license may be transferred with the approval of the Town Manager or his designee when there is a bona fide sale and transfer of the business and the property used and employed therein as stock in trade, and not otherwise. Such transfer shall be made within 30 days after such bona fide sale has taken place. If the provisions of this section are not strictly and completely complied with in every respect, the license pertaining to the business shall be null and void and of no further effect. Such transfer shall take effect upon payment of a transfer fee of \$3.00 and after presentation of evidence of both the sale and of the original license.

(c) Upon written request and presentation of the original license, any license may be transferred from one location to another location upon payment of a transfer fee of \$3.00 and upon verification that such use is permitted by the zoning district regulations at the new location.

Sec. 3. Affidavit of applicant for license; annual filing of information.

(a) No license shall be issued or granted under this article to any applicant to engage in the business of selling merchandise at retail or wholesale or the practice or pursuit of any profession or occupation coming within any of the categories set forth in this article except upon written application filed with the Town. The applicant shall execute an affidavit before an officer or employee of the Town authorized to administer oaths, which shall set forth the following:

(1) The applicant's name, address and telephone number.

- (2) The particular location in the Town wherein the applicant proposes to engage in the business for which the license is sought.
- (3) The date proposed to commence business.
- (4) A statement as to whether the fee is based on area, capacity, average value of stock carried, number of persons or things employed or engaged, quantity, valuation, or other contingency.
- (5) The names and addresses of corporate officers.
- (b) The affidavit shall be filed with the Town.
- (c) On an annual basis, prior to renewal, the Town will send out a questionnaire and will require all licensees to fill in the appropriate information in order for the Town to update its files and determine the correct amount to charge as a license fee.

Sec. 4. Prerequisites for granting license; certificate of use required; invalid licenses.

- (a) A certificate of use shall be required prior to the issuance of any new occupational license. The fee for such certificate of use is \$35.00.
- (b) No license shall be granted under this article until there has been full compliance with section 4 and 5(a), and no license which may have been granted without full and complete compliance with the provisions of this article shall be a protection to the applicant in any civil or criminal proceeding.

Sec. 5. Violations; penalties.

- (a) Any person convicted of violating this article, or of making a fraudulent return, shall be punished as provided by subsection (e) of this section, in the discretion of the court, and in addition such person shall be penalized a sum equal to 25 percent of any license fee avoided or evaded by and through the medium of such fraudulent return.
- (b) Each and every day of selling or disposing of merchandise or engaging in a business or profession without making the affidavit and/or without compliance in full with all of the provisions of this article shall constitute a separate and distinct violation of this article.
- (c) No person shall engage in or manage any business, profession or occupation without first obtaining from the Town a license for each separate location in the Town and paying the amount set forth in this article. Any person engaging in or managing any business, occupation or profession mentioned in this article between October 1 and November 1 of each year without first having complied with the provisions of this article and paying the amount of license tax as provided for in this article shall be declared delinquent. Those licenses not renewed when due and payable and considered delinquent shall be subject to a delinquency penalty of ten percent for the month of October, plus an additional five percent penalty for each month of delinquency thereafter until paid. However, the total delinquency penalty shall not exceed 25 percent of the occupational license fee for the delinquent establishment.
- (d) A license shall be required to cover each and every business advertised by sign, newspaper, magazine or otherwise. Such advertisement shall be considered evidence of conducting the business advertised and shall be a sufficient predicate for conviction by the court or other enforcement authority. Such license shall be issued to cover each and every location of such business, and the assessment and amount of such license taxes are classified and fixed per annum unless otherwise specified.

(e) Any person who violates any provision of this article shall, upon conviction, be punished by a fine not to exceed \$500.00 or imprisonment in the County jail not to exceed 60 days, or both such fine and imprisonment. Each day that a violation continues shall be deemed a separate violation. This article shall be subject to enforcement under the Local Government Code Enforcement Act, F.S. ch. 162. Enforcement may also be by suit for declaratory, injunctive or other appropriate relief in a court of competent jurisdiction.

Sec. 6. Grounds for denial of license.

After interview or investigation, the Town shall not grant or issue a license under this article to an applicant when the Town has reasonable and probable grounds to believe that:

- (1) Information provided by the applicant is false.
- (2) Within the past three years the applicant committed any act which if done by any person licensed to do business within the Town would constitute grounds for the revocation of the license.

Sec. 7. Appeal of denial of license.

Any person whose application for a license under this article has been rejected shall have a right to appeal the decision of the Town licensing official to the Town Manager by appropriate written petition.

Sec. 8. Revocation of license.

(a) Notwithstanding any other section in this article to the contrary, the privilege of doing business within the Town allowed by the issuance of an occupational license will be subject to a summary administrative revocation by one written 30-day notice of revocation issued to the license applicant by the official designated by the Town Manager, if it is determined that one or more of the following conditions exist:

- (1) Repeated violations of this Code.
- (2) Misrepresentations in the application or affidavit.
- (3) Use of the business location for illegal or unsafe activities.
- (4) Use of the business location for activities not contemplated in the application.
- (5) Misrepresentations made to the Town during the application and investigation process.
- (6) Use of the business not in compliance with the conditions of the license.
- (7) Lack of refuse collection or utility services.

(b) Such revocation may be appealed to the Town Manager within ten days of notice of revocation.

(c) Such revocation of license will be deemed to relate back to the original time of issuance of such license as if the license had been originally denied at the time of application. Such revocation will be effective immediately. In addition to the grounds listed in subsection (a) of this section, the Town Commission or Town Manager at any time may revoke a license, upon providing written notice and hearing, for violation of any ordinance of the Town or law of the State or County or for any other good and sufficient reason in the interests of health, safety and welfare.

(d) Nothing in this section shall affect the liability of any person or business as required by section 18-35.

Sec. 9. Display of license.

All persons to whom licenses are issued pursuant to this article shall cause the licenses to be displayed at all times in a prominent place in their business establishments. Failure to display the license in such a manner shall constitute a violation of this article.

Sec. 10. Unclassified business categories.

If application is made for an occupational license not specifically enumerated in the tax schedule, the Town Manager or his designee shall have the authority to determine the most nearly similar category that shall apply to the applicant.

Sec. 11. Home occupation licenses.

(a) *Generally.* For purposes of this section, the term "home occupation" shall mean a business or occupation conducted for limited business activities. In any instance where a residential unit is used to conduct a home business consistent with this section, a home use license shall be required. No home use business license issued pursuant to this article shall be transferable, assignable or otherwise alienable.

(b) *Permitted activities.* The following limited business activities are permitted subject to a home use license being issued:

- (1) Post and receive correspondence of a business nature.
- (2) Initiate and receive business communications by telephone or fax.

(c) *Conditions.* The issuance of a home use business license shall be subject to the following provisions:

- (1) Home occupations conducted within the Town shall be clearly incidental and secondary to the use of the residence for residential purposes, and shall not change the character thereof.
- (2) No person other than members of the family residing in the premises shall be engaged in such occupation or business.
- (3) No residence shall be used for the conduct of any business or activity which requires manufacturing, assembly or construction or which by its nature or character may disrupt, disturb or adversely alter, change or modify the nature or character of the neighborhood or the quality of life therein.
- (4) No home occupation shall generate or attract vehicular or pedestrian traffic to a residence.
- (5) No sign or other advertising of the residential location shall be permitted.
- (6) No storage of materials or products shall be permitted.
- (7) Products shall not be offered for sale on the premises.
- (8) No commercial vehicles shall be kept on the premises or parked overnight on the premises unless otherwise permitted by this section.
- (9) No evidence of the occupation shall be visible or audible from the exterior of the dwelling unit.
- (10) In no event shall a barbershop, beauty parlor, tearoom, tourist home, animal hospital, nursing home, retail store, dancing or band instrument instruction, or clairvoyant be allowed as a home occupation.

Sec. 12. Tax schedule.

For the purposes of this article, inventory shall mean the average selling value of annual inventory owned by the business, exclusive of excise tax. The amounts assessed for Occupational License Taxes shall be fixed by resolution.

Section 3. 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 4. Inclusion In The Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and made a part of the Town of Cutler Bay Code; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all Ordinances or parts of Ordinances including Miami-Dade County Code sections made applicable to the Town by Charter Section 8-3 in conflict herewith are hereby repealed.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 6th day of September, 2006.

PASSED AND ADOPTED on second reading this _____ day of _____, 2006.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Councilmember Peggy R. Bell _____