



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 Alexander
Town Attorney Mitchell Bierman
Town Attorney Chad Friedman
Town Clerk Erika Santamaria

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

TOWN COUNCIL MEETING AGENDA

Wednesday, October 17, 2007

7:00 PM

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

1. **CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE**
2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**
 - A. Proclamation presentation to Old Cutler Academy, first Eco-Friendly Pre-School in Florida
3. **APPROVAL OF MINUTES**
 - A. Regular Council Meeting – September 17, 2007
 - B. Second Budget Hearing – September 24, 2007
4. **REPORTS**
 - A. TOWN MANAGER'S REPORT
 - B. TOWN ATTORNEY'S REPORT
 - C. BOARD AND COMMITTEE REPORTS
 - a. Town Events Committee - Council appointments

TAB 1

5. CONSENT AGENDA

ANY ITEMS SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION OR SEPARATE VOTE IF REQUESTED OR PULLED BY A COUNCILMEMBER OR THE TOWN MANAGER.

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CHILDREN'S TRUST AND THE TOWN OF CUTLER BAY FOR THE PROVISION OF AN AFTER SCHOOL PROGRAM AT CUTLER RIDGE PARK; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 2

6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

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 SITE PLAN APPROVAL FOR A 159,573 SQUARE FOOT RETAIL AND OFFICE CENTER ON APPROXIMATELY 18.52 ACRES OF LAND, GENERALLY LOCATED SOUTH S.W. 216TH STREET, WEST S.W. 87TH AVENUE, EAST S.W. 97TH AVENUE, AND NORTH OF S.W. 224TH STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 3

7. ORDINANCES FOR FIRST READING (PUBLIC HEARING NOT REQUIRED)

- A. AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA, RE-ADOPTING THE ORDINANCE ADOPTING AN OPERATING AND CAPITAL OUTLAY BUDGET WITH TOTAL EXPENDITURES IN THE AMOUNT OF \$27,891,607 FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); AND AUTHORIZING THE TOWN MANAGER TO MAKE EXPENDITURES CONSISTENT THEREWITH AND AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN BUDGET AMENDMENTS WITHIN A DEPARTMENT PROVIDED THAT THE TOTAL OF THE APPROPRIATIONS IS NOT CHANGED; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 4

- B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 19 "RESPONSIBLE PROPERTY OWNER AND MERCHANT ACT" RELATING TO THE AMOUNT OF TIME PERMITTED TO CORRECT A VIOLATION AND THE TOWN'S AUTHORITY TO ABATE A PUBLIC NUISANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 5

C. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AMENDING THE PROCEDURES AND NOTICE FOR ZONING WORKSHOPS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 6

D. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AMENDING ORDINANCE 06-28 RELATING TO BURGLAR ALARM FEES AND REGISTRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (BELL)

TAB 7

8. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)

A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE INITIAL COMPREHENSIVE PLAN (GROWTH MANAGEMENT PLAN) FOR THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF THE FUTURE LAND USE MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 8

9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

10. PUBLIC COMMENTS

THE PRESIDING OFFICER SHALL HAVE THE DISCRETION TO LIMIT THE LENGTH OF PUBLIC COMMENTS IN THE INTEREST OF TIME IN ORDER TO ALLOW ALL PERSONS WHO WISH TO SPEAK AN OPPORTUNITY TO DO SO.

11. MAYOR AND COUNCIL COMMENTS

12. OTHER BUSINESS

13. ADJOURNMENT

A. Regular Council Meeting
Wednesday, November 14, 2007, 7:00 P.M.
South Dade Regional Library, 2nd Floor
10750 SW 211th ST

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 1

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

Wednesday, September 19, 2007, 7:00 PM
South Dade Regional Library
10750 SW 211th Street
Cutler Bay, Florida 33189

1. CALL TO ORDER/ROLL CALL OF MEMBERS: The meeting was called to order by the mayor at 7:05 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
Town Attorney Mitchell Bierman
Town Attorney Chad Friedman
Town Clerk Erika Santamaria

2. PROCLAMATIONS, AWARDS, PRESENTATIONS: None at this time.

3. APPROVAL OF MINUTES:

- A.** The Town Clerk announced a correction in the minutes of August 15, 2007. Councilmember Bell made a motion approving the corrected minutes of the meeting of August 15, 2007. 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.

4. REPORTS

- A.** TOWN MANAGER'S REPORT
- B.** TOWN ATTORNEY'S REPORT

The Town Attorney discussed that he has been working on sorting out certain issues with the Communication Tax monies and informed that recently he received a letter from the state that an additional \$250,000.00 will be sent to the Town.

C. BOARD AND COMMITTEE REPORTS

Councilmember Bell reminded the Council that appointments for the Town Events Committee are still pending.

Councilmember Bell also discussed that a bicycle event are in the works and information will be provided as soon as they are confirmed.

5. CONSENT AGENDA:

- A.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.
- B.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING GRANT FROM THE MIAMI-DADE COUNTY DEPARTMENT OF HUMAN RESOURCES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.

Councilmember Meerbott made a motion to approve the Consent Agenda. The motion was seconded by Councilmember Sochin and Resolutions 07-46 through 07-47 was adopted by unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

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.

7. ORDINANCES FOR FIRST READING (PUBLIC HEARING NOT REQUIRED)

8. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)

9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

The clerk read the following ordinance, on second reading, by title:

- A.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 33 "ZONING," ARTICLE VI "SIGNS" TO PROVIDE FOR THE RELOCATION OF NON-CONFORMING OFF-PREMISES OR BILLBOARD SIGNS; CREATING SECTION 33-95.1 "RELOCATION OF NONCONFORMING OFF-PREMISES OR BILLBOARD SIGNS;" PROVIDING FOR OPTING OUT OF THE MIAMI-DADE COUNTY SIGN REGULATIONS RESTRICTING PLACEMENT OF SIGNS IN PROXIMITY TO EXPRESSWAYS; AND PROVIDING FOR AN EFFECTIVE DATE.

Don O'Donniley, the Planning Director, gave a brief report on the ordinance.

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

Vice Mayor MacDougall made a motion to approve the ordinance on second reading. The motion was seconded by Councilmember Sochin and Ordinance 07-23 was 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.

10. PUBLIC COMMENTS

THE PRESIDING OFFICER SHALL HAVE THE DISCRETION TO LIMIT THE LENGTH OF PUBLIC COMMENTS IN THE INTEREST OF TIME IN ORDER TO ALLOW ALL PERSONS WHO WISH TO SPEAK AN OPPORTUNITY TO DO SO.

The following individuals spoke: Joy Cooper, 9365 Nassau Drive, Mark Parets, 19301 Holiday Road, Beth Parets, 19301 Holiday Road, George Powers, 19110 Franjo Road.

11. MAYOR AND COUNCIL COMMENTS

Mayor Vrooman discussed the tragic events that occurred on Thursday, in reference to the officers injured on duty resulting in the death of one of the officers. He mentioned that local and national media networks mistakenly identified Cutler Bay as the location of the shootings. He thanked the Miami Herald for identifying Perrine as the location of the shooting and not Cutler Bay. During the first week of school, the Mayor along with the Manager and Police Commander visited every school in Cutler Bay to view the traffic flow before and after school. The Mayor discussed that the CRA is still in discussion and is working closely with Commissioner Moss. The Mayor also mentioned that the Town has been participating in various meetings in reference to CITT, a citizens review board for the PTP funds, the half penny sales tax that the Town does not receive. Commissioner Sorenson has been a great supporter of keeping the original funds for the 87th Avenue project and allocates those funds to Caribbean Boulevard and Old Cutler Road. The first meetings of four with CITT have been unanimously successful.

Councilmember Sochin spoke to Herb Parlato of the Economic Development Council and how to bring businesses into the Town. The WiFi is still underway he informed that there has been a change in management as far as the WiFi launch in the Town.

Councilmember Bell would like to donate funds on behalf of the Town to the Somohano Family and to Officer Jody Wright and recommended that the Town make a donation:

Councilmember Meerbott made a motion to direct the Town Manager to make the payments out of available funds in the amount of \$250.00 to the Somohano Family foundation and \$250.00 to Officer Wright foundation. Vice Mayor MacDougall seconded the motion and all Councilmembers voted in favor of the motion.

Councilmember Bell also discussed that Kiosk's are now available at both Publix's located in the Town. The kiosk's are to disseminate important information, ongoing events, and meetings.

Councilmember Meerbott discussed that it will take some time for the media to identify Cutler Bay. He also thanked the Police Department for their ongoing efforts.

12. OTHER BUSINESS: None at this time.

13. ADJOURNMENT

The next council meeting will be held on October 17, 2007, at South Dade Government Center. The meeting was officially adjourned at 10:40 P.M.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 17th day of October, 2007.*

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.

**TOWN OF CUTLER BAY
SECOND BUDGET HEARING
MINUTES**

Monday, September 24, 2007, 7:00 p.m.
South Dade Regional Library
10750 SW 211 Street, 2nd Floor
Cutler Bay, Florida 33189

1. CALL TO ORDER/ROLL CALL OF MEMBERS/PLEDGE OF ALLEGIANCE: The meeting was called to order by the mayor at 7:00 p.m. 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
Town Attorney Nina Boniske
Town Clerk Erika Santamaria

The mayor led the pledge of allegiance.

2. APPROVAL OF MINUTES:

- A. Vice Mayor MacDougall made a motion approving the minutes of the first budget hearing on September 17, 2007. 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.

3. BUDGET HEARING:

The clerk read the following resolution by title:

- A. A RESOLUTION OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF CUTLER BAY FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008 PURSANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened the public hearing. The following addressed Council: Lazaro Leon, 21453 Southwest 85 Avenue, Jaime Reyes, 9750 Southwest 215 Lane, Beth Parets, 19301 Holiday Road, Robert McManus, 10380 Southwest 200 Street, Richard Strait,

8931 Southwest 196 Drive, Ed Wolmers, 9370 Dominican Drive, Joy Cooper, 9365 Nassau Drive, Daniel Hutton, 9741 Bel Aire Drive, Steve Zarzecki, 9640 Martinique Drive, Jan Reed, 9490 Dominican Drive, Alfie Sergio, 9261 Caribbean Boulevard, inaudible, 10102 Southwest 200 Street, Louise Lockwood, 9071 Ridgeland Drive, Karl Reed, 9490 Dominican Drive, Ernie Martinez, 7762 Southwest 184 Lane, Robert Greene, 10380 Southwest 200 Terrace, Edwina Hutton, 9741 Bel Aire Drive.

The Town Manager read the millage rate and rollback rate for the record.

Councilmember Meerbott made a motion approving the resolution. The motion was seconded by Councilmember Sochin and adopted by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

- B.** AN EMERGENCY ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING AN OPERATING AND CAPITAL OUTLAY BUDGET WITH TOTAL EXPENDITURES IN THE AMOUNT OF \$27,891,607 FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); AND AUTHORIZING THE TOWN MANAGER TO MAKE EXPENDITURES CONSISTENT THEREWITH AND AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN BUDGET AMENDMENTS WITHIN A DEPARTMENT PROVIDED THAT THE TOTAL OF THE APPROPRIATIONS IS NOT CHANGED; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened the public hearing. The following addressed Council: Lazaro Leon, 21453 Southwest 85 Avenue, Jaime Reyes, 9750 Southwest 215 Lane, Beth Parets, 19301 Holiday Road, Robert McManus, 10380 Southwest 200 Street, Richard Strait, 8931 Southwest 196 Drive, Ed Wolmers, 9370 Dominican Drive, Joy Cooper, 9365 Nassau Drive, Daniel Hutton, 9741 Bel Aire Drive, Steve Zarzecki, 9640 Martinique Drive, Jan Reed, 9490 Dominican Drive, Alfie Sergio, 9261 Caribbean Boulevard, inaudible, 10102 Southwest 200 Street, Louise Lockwood, 9071 Ridgeland Drive, Karl Reed, 9490 Dominican Drive, Ernie Martinez, 7762 Southwest 184 Lane, Robert Greene, 10380 Southwest 200 Terrace, Edwina Hutton, 9741 Bel Aire Drive.

Councilmember Bell offered the following amendment to the ordinance amending the Town budget:

- Directing the Town Manager to remove the burglar alarm and local business tax licensing functions from the Finance Department and assign them back to the Town Clerk's Office.

Councilmember Bell made a motion approving the amendment to the ordinance amending the budget. The motion was seconded by Vice Mayor MacDougall and failed by 2-3 roll call vote. The vote was as follows: Councilmembers Bell and Sochin voting Yes. Councilmember Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting No.

Councilmember Meerbott offered the following amendment to the Town budget:

- Directing the Town Manager to transfer funds in the amount of \$6,000.00 from the Community Development budget from the Kruger salary line item to General Government under Other Contractual Services for a monthly newsletter and quarterly expenditure reports.

Councilmember Meerbott made a motion approving the amendment to the ordinance amending the budget. The motion was seconded by Councilmember Sochin and adopted by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

Councilmember Meerbott offered the following amendment to the Town budget:

- Directing the Town Manager to transfer funds in the amount of \$6,000.00 from the Community Development budget from the Kruger salary line item to Public Works under Other Contractual Services for possible agreement with the Village of Palmetto Bay for utilization of the Ibus – Bus Circulator Service for senior citizens.

Councilmember Meerbott made a motion approving the amendment to the ordinance amending the budget. The motion was seconded by Vice Mayor MacDougall and adopted by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The Vice Mayor offered the following amendment:

- Directing the Town Manager to allocate funds in the amount of \$15,000.00 from the marketing budget to support the Economic Development Council.

The Vice Mayor stepped out of the room at this time.

Councilmember Sochin made a motion approving the amendment to the ordinance amending the budget. The motion was seconded by Councilmember Meerbott and adopted by 4-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, and Mayor Vrooman voting Yes. Vice Mayor MacDougall was absent.

Councilmember Meerbott made a motion approving the amended ordinance. The motion was seconded by Vice Mayor MacDougall and adopted by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

4. PUBLIC COMMENTS: None at this time.

5. MAYOR AND COUNCIL MEMBER COMMENTS: None at this time.

6. OTHER BUSINESS: None at this time.

7. NEXT MEETING ANNOUNCEMENT AND ADJOURNMENT:

The meeting was officially adjourned at 9:40 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 17th day of October, 2007*

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



Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor and Town Council
From: Steven J. Alexander, Town Manager
Date: October 17, 2007
Re: The Children's Trust Grant Agreement

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CHILDREN'S TRUST AND THE TOWN OF CUTLER BAY FOR THE PROVISION OF AN AFTER SCHOOL PROGRAM AT CUTLER RIDGE PARK; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

Several months ago, the Town was notified by The Children's Trust that we were being recommended for funding for the after school program at Cutler Ridge Park. Town staff has been working with staff from The Children's Trust, and together we have finalized the scope of services and the budget for the portion of the after school program to be funded by the Children's Trust. The attached contract No. 710-401 contains the core contract as well as the scope of services and approved budget.

Some of the highlights of the agreement are as follows:

- Funding in the amount of \$111,258 will be available on a reimbursement basis for enhancements to the existing after school program
- This funding is available to the Town for a maximum of three years at the discretion of the Children's Trust
- The program will be available to a maximum of 50 participants
- Funding will provide for one full time outreach worker to assist with the recruitment, testing and tracking of program participants; daily transportation for program participants from local schools to Cutler Ridge Park; snacks for each program participant on a daily basis; monthly recreational, educational and cultural field trips, including transportation and admission/entrance fees; specialized computer and fitness instruction; and additional supplies, materials and equipment for the program.

We believe that the attached agreement will greatly enhance the existing after school program at Cutler ridge Park and will provide children in the community with a high quality program that will address their recreational, educational and social needs.

RECOMMENDATION

We recommend that the attached resolution be adopted authorizing the Town Manager to execute the agreement between the Town and the Children's Trust.

RESOLUTION NO. 07-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CHILDREN'S TRUST AND THE TOWN OF CUTLER BAY FOR THE PROVISION OF AN AFTER SCHOOL PROGRAM AT CUTLER RIDGE PARK; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Children's Trust (the "Trust") is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County; and

WHEREAS, the Trust provides funding for organizations to provide out-of-school programs throughout Miami-Dade County; and

WHEREAS, the Town of Cutler Bay (the "Town") has been selected by the Trust as recipient of funding for the Town's after school program at Cutler Ridge Park; and

WHEREAS, the Trust staff and the Town's staff have worked together on the details of the scope of services and budget for the Trust-funded portion of the Town's after school program.

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. Agreement Approved. The "Contract Between The Children's Trust and the Town of Cutler Bay for Out-of-School Programs" relating to the disbursement of Trust funds to the Town in substantially the form attached hereto as Exhibit "A," is hereby approved.

Section 3. Town Manager Authorized. The Town Manager is authorized to execute the "Contract Between The Children's Trust and the Town of Cutler Bay for Out-of-School Programs" in substantially the form attached hereto as Exhibit "A," on behalf of the Town.

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

PASSED and ADOPTED this ____ day of _____, 2007.

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.L.
Town Attorney

Moved By:
Seconded By:

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	_____

CONTRACT NO. 710-401
BETWEEN THE CHILDREN'S TRUST
AND Town of Cutler Bay
FOR Out-of-School

THIS CONTRACT, made and entered into by and between The Children's Trust, hereinafter referred to as the "The Trust" and, Town of Cutler Bay hereinafter referred to as the "Provider" whose address is 10100 SW 200 Street, Miami, FL 33189, states the conditions and covenants for the rendering of services to children and families (hereafter referred to as "Services") for The Trust.

In consideration of the mutual covenants herein, the Parties agree as follows:

A. EFFECTIVE TERM

The Parties agree that the effective term of this Contract shall be from June 1, 2007 through May 31, 2008, subject to funding availability and Provider's performance.

B. TERMS OF RENEWAL, if applicable

In the sole discretion of The Trust, this Contract may be renewed twice, each time for a term equal to the term of the initial contract, for a total maximum of three (3) years. Exercise of the renewal option is in The Trust's sole discretion and shall be contingent upon, but not limited to, the following:

1. Provider meeting the performance requirements specified in this Contract.
2. Continued demonstrated and documented need for the services funded;
3. Program performance and fiscal compliance by the Provider that is deemed satisfactory in The Trust's sole discretion; and
4. The availability of funds from The Trust. The Trust is prohibited from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the contract.
5. If applicable, The Trust in its sole discretion will initiate re-negotiation of this Contract before the contract term expires.

C. SCOPE OF SERVICES

1. Provider agrees to render services in accordance with the Scope of Services, Attachment A, to this Contract. Provider shall implement the Scope of Services in Attachment A to this Contract in a manner deemed satisfactory to The Trust. Any modification to the Scope of Services shall not be effective until approved, in writing, by The Trust.
2. Provider agrees that all funding provided by The Trust, pursuant to this Contract will be used exclusively for Services in and for the benefit of Miami-Dade County residents.

D. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed \$111,258.00. The Parties agree that should available funding from The Trust be reduced, the amount payable

under this Contract will be proportionately reduced at the sole option of The Trust, with a proportionate reduction in the Services. Provider agrees to adhere to the Budget and Method of Payment outlined in Attachment B to this contract.

E. FISCAL MANAGEMENT

1. Double Payments

Provider costs or earnings claimed under this Contract may not also be claimed under another contract or grant from The Trust or any other Agency. Any claim for double payment by Provider shall be a material breach of this Contract.

2. No Supplanting of Existing Public Funds

The Trust funding may not be used by any provider as a substitute for existing resources or for resources that would otherwise be available for children's services, or to replace funding previously provided by local and state funding sources for the same purpose. Government agencies must certify that they have maintained their previous funding level when applying for additional funding from The Trust. A violation of this section shall be considered a material breach of this Contract.

3. Use of Cost Allocation Methodology

Provider attests that no other reimbursement is available or used for invoiced Services unless expressly authorized in writing by The Trust. Provider shall develop and/or maintain an approved cost allocation methodology. Provider shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any Service covered by this Contract, and shall make all such records available to The Trust upon request. Provider shall report such fees, reimbursement, compensation or funding to The Trust for such payments received which will be deducted from Provider's invoices, unless The Trust has approved the retainage of any fees collected by Provider.

4. Capital Equipment

Capital equipment is defined as "property" under Florida Statutes, Chapter 274, as individual items with a value of \$1,000 or greater which have a life expectancy of more than one year. Capital equipment purchased with Trust funds by Provider become assets of The Trust, are intended for The Trust funded programs, considered to be owned by The Trust and must be tagged at the time of purchase as an asset of The Trust. The Trust will work with Provider to tag the asset and to receive all information regarding the capital equipment. Provider must maintain a record of any capital equipment purchased with funds provided by The Trust. When Provider is no longer funded by The Trust, the equipment will be returned to The Trust for use by another funded program unless it is fully depreciated. Provider must initiate return of such capital equipment to The Trust. Ownership of capital equipment will be transferred to Provider and removed from The Trust's fixed asset system if the capital equipment is fully depreciated and in the possession of Provider, unless The Trust has approved the retainage of any fees collected by Provider.

5. Assignments and Subcontracts

Provider shall not assign this Contract to another party. Provider shall not subcontract any Services contemplated under this Contract without prior written approval of The Trust. Any sub-license, assignment or transfer in whole or part of the services to be performed under this Contract without prior written approval of The Trust shall be null and void.

Provider shall be responsible for all services performed and all expenses incurred with the Contract. It is

understood by Provider that The Trust shall not be liable to a subcontractor for any expenses or liabilities incurred under any subcontract and Provider shall be solely liable under the subcontract. Provider agrees, at Provider's sole expense, to hold harmless and defend The Trust against any such claims, demands or actions. In no event shall The Trust directly provide funds to any subcontractor. All payments to any authorized subcontractor shall be paid directly by Provider to the subcontractor.

6. Religious Purposes

Organizations and their faith-based community partners shall not use funds provided under this Contract to support inherently religious activities, such as religious instruction, worship, or proselytization.

7. Lobbying

Provider shall not use any funds provided under this Contract or any other funds provided by The Trust for lobbying any federal, state or local government or legislators.

8. Adverse Action or Proceeding

Provider shall not utilize the funds provided under this Contract or any other funds provided by The Trust to retain any legal counsel for any action or proceeding against The Trust or any of its agents, employees or officials.

F. INDEMNIFICATION BY PROVIDER

1. Government Entity

Subject to the limitations and sovereign immunity provisions of Florida Statute, Sec. 768.28, each party shall indemnify and hold harmless the other party and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or subcontractors.

Subject to the limitations and sovereign immunity provisions of Florida Statutes, Sec. 768.28, each party 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 Trust or Provider, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

2. All Other Providers

Provider shall indemnify and hold harmless The Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which The Trust or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this contract by the Provider or its employees, agents, servants, partners, principals or sub contractors.

Provider 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 Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend The Trust or its officers, employees, agents as herein provided.

The provisions of this section on indemnification shall survive the expiration or termination of this Contract.

G. COPYRIGHTS AND RIGHT TO DATA/MATERIALS

Where activities supported by this Contract produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature, The Trust has the right to use, duplicate and disclose such materials in whole or in part in any manner, for any purpose whatsoever, and to have others acting on behalf of The Trust to do so. If the data/materials so developed are subject to copyright, trademark or patent, legal title and every right, interest claim or demand of any kind in and to any patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest The Trust and it will be for the exclusive use and benefit of The Trust.

H. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY RIGHTS

The Parties understand that this Contract is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records. Accordingly to the extent permitted by Chapter 119, Florida Statutes, the Provider retains sole ownership of intellectual property developed under this Contract. It is the responsibility of the Provider to pay all required licensing fees if intellectual property owned by other parties is incorporated into the services required under this Contract. Such licensing should be in the exclusive name of the Provider. Payment for any such licensing fees or costs arising from the use of others' intellectual property rights must be made by the Provider from funds available under this Contract.

To the extent permitted by and within the limitations of Fla. Stat. Section 768.28, Provider shall indemnify and hold harmless The Trust from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Contract.

I. BREACH OF CONTRACT AND REMEDIES

1. Breach

A material breach by the Provider shall have occurred under this Contract if the Provider:

- a. Fails to provide the Services outlined in the scope of services (Attachment A) within the effective term of this Contract;
- b. Ineffectively or improperly uses The Trust funds allocated under this Contract;
- c. Utilizes The Trust funds for local or state government programs that were previously funded by the local or state agency;
- d. Does not furnish the certificates of insurance required by this Contract or as determined by The Trust;
- e. Does not meet or satisfy the conditions of award required by this Contract;
- f. Fails to submit or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements, or fails to submit or submits incomplete or incorrect detailed reports of requests for payment, expenditures or final expenditure reports;
- g. Does not submit or submits incomplete or incorrect required reports pursuant to the scope of Services

in this Contract;

- h. Refuses to allow The Trust access to records or refuses to allow The Trust to monitor, evaluate and review the Provider's program, including required client data;
- i. Fails to comply with child abuse and incident reporting requirements;
- j. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement;
- k. Fails to correct deficiencies found during a monitoring, evaluation or review within the specified time;
- l. Fails to meet the terms and conditions of any obligation or repayment schedule to The Trust or any of its agencies;
- m. Fails to maintain the confidentiality of client files, pursuant to Florida and federal laws, or;
- n. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contracts and stipulations in this Contract;
- o. Fails to comply with Background Screening, as required under this Contract.
- p. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

2. Remedies

If the Provider breaches this Contract, The Trust may pursue any of the following remedies:

The Trust may, at its sole discretion, enter into a written performance improvement plan with the Provider to cure any breach of this Contract as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, and any judgments entered by a court of appropriate jurisdiction.

The Trust may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five days before the effective date of suspension. On the effective date of suspension the Provider must immediately cease to provide services pursuant to this Contract. All payments to the Provider as of this date shall cease. If payments are suspended, The Trust must specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The Trust may also suspend any payments in whole or in part under any other contracts entered into between The Trust and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

The Trust may terminate this Contract by giving written notice to the Provider of such termination and specifying the date thereof at least five (5) days before the effective date of termination. In the event of termination, The Trust may (a) request the return of all finished or unfinished documents, studies, surveys, reports prepared and secured by the Provider with Trust funds under this Contract; (b) seek reimbursement of

Trust funds allocated to the Provider under this Contract; or (c) terminate or cancel any other contracts entered into between the Trust and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

The Trust may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction.

J. INSURANCE REQUIREMENTS

Prior to execution of this Contract and as a condition to execution, Provider shall provide to The Trust Certificates of Insurance or written verification (binders) required under this section or as determined by The Trust. The Trust shall be named as an additional insured on all applicable policies. The Trust shall not disburse any funds until The Trust is provided with the necessary Certificates of Insurance or written verification (binders) and The Trust has approved such documents. The Trust shall have the rights to review said certificates and to require updating of types and amounts of coverages provided upon any renewal of this Contract.

Insurance policies shall be in the amounts indicated below:

1. Worker's Compensation Insurance for all employees of Provider as required by Florida Statutes, Chapter 440.
2. Comprehensive general liability insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. The Trust must be designated and shown as an additional insured with respect to this coverage.
3. Automobile liability insurance for Providers and/ or sub contractors transporting program participants.

For all vehicles owned or leased by Provider, which are utilized in connection with services provided under the terms of the Contract, insurance shall be required in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The Trust shall be named as additional party insured with respect to this coverage.

4. Automobile insurance for Providers and/ or sub contractors not transporting program participants

For vehicles owned and not owned by Provider but which are utilized in connection with the services provided under the terms of this Contract, insurance shall be required in the amount of not less than \$300,000. The Children's Trust shall be named as additional party insured with respect to this coverage.

Professional liability insurance, if applicable, as determined by The Trust with limits no less than \$250,000 per occurrence. The Trust must be designated and shown as an additional party insured with respect to this coverage.

Certificate holder must read:

The Children's Trust
3150 SW 3rd Avenue, 8th Floor
Miami, Florida 33129

Classification and Rating

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as the financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of The Trust's Risk Management Division, or The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

The Provider shall notify The Trust, in writing, of any changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date except for ten (10) days for lack of payment of changes.

Upon review of the Provider's Scope of Services, Attachment A, The Trust may increase, waive or modify, in writing any of the foregoing insurance requirements. Any request by a Provider to decrease, waive or modify any of the foregoing insurance requirements shall be approved, in writing, by The Trust prior to any such decrease, waiver or modification.

In the event that an insurance policy is canceled during the effective period of this Contract, The Trust shall withhold all payments from the Provider until a new Certificate of Insurance is submitted and approved by The Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy.

The Trust may require the Provider to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws. Provision of insurance by Provider, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that The Trust may have against the Provider for any liability of any nature related to performance under this Contract or otherwise.

K. PROOF OF TAX STATUS

Provider is required to keep on file the following documentation for review by The Trust.

The Internal Revenue Service (I.R.S.) tax status determination letter;

The most recent (two years) I.R.S. form 990 or applicable tax return filing within six (6) months after the Provider's fiscal year end or other appropriate annual fiscal filing;

IRS 941 - quarterly federal tax return reports within thirty-five (35) calendar days after the quarter ends and if the 941 reflects a tax liability, proof of payment must be submitted within sixty (60) calendar days after the quarter ends.

L. NOTICES

All notices pursuant to this Contract shall be in writing and sent by certified mail to the addresses for each Party appearing on page one of the Contract. It is Provider's responsibility to advise The Trust in writing of any changes in name, address and/or telephone number.

M. AUTONOMY

Both Parties agree that this Contract recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting parties. It is expressly understood and intended that Provider is only a recipient of funding support and is not an agent or instrumentality of The Trust, and that Provider's agents and employees are not agents or employees of The Trust.

N. RECORDS, REPORTS, AUDITS AND MONITORING

1. Accounting records

Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by Provider for not less than three years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity. However, if Provider is a municipality, county government, dependent or independent special taxing district, government Provider, or other government entity, Provider must retain all such records for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity. However, if any audit, claim, litigation, negotiation or other action involving this Contract or Modification hereto has commenced before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular retention period, which ever is later.

2. Financial audit

Within 180 days of the close of its fiscal year, Provider agrees to submit to The Trust an Annual Financial Audit performed by an independent Audit firm of all its corporate activities and any accompanying management letter(s), for each year during which this Contract remains in force and until all funds expended from this Contract have been audited. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards contained in the Government Auditing Standards issued by the Comptroller General of the United States. The fiscal audit must also be conducted consistent with the United States Office of Management and Budget Circular A-133, Audit of States, Local Government and Non-Profit Organizations and the Florida Single Audit Act, Florida Statutes 215.97, if applicable.

For audits conducted under the Office of Management and Budget Circular A-133, Audit of States, Local Government and Non-Profit Organizations and the Florida Single Audit Act, Provider must also submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan when the schedule of findings and questioned costs prepared by the independent auditor discloses audit findings relating to this contract. In the event that the independent auditor does not disclose audit findings relating to this Contract, Provider shall provide written notification to The Trust that an audit of Provider was conducted in accordance with applicable laws and regulations and that the findings and questioned costs disclosed no audit findings related to this Contract; and, that the summary schedule of prior audit findings did not report on the status of any audit findings relating to awards that The Trust provided.

Audit extensions may be granted in writing by The Trust after proper approval has been obtained from The Trust's Finance Department upon receipt in writing of such request with appropriate justification by the Provider.

3. Access to records

The Trust reserves the right to require Provider to submit to an audit by an auditor of The Trust's choosing. Provider shall provide access to all of its records which relate to this Contract at its place of business during regular business hours. Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by The Trust to insure compliance with applicable accounting and financial standards, including access by The Trust or its designee, to Provider's independent auditor's working papers for complying with federal, state or local requirements.

4. Monitoring

Provider agrees to permit The Trust personnel or contracted agents to perform random scheduled and/or unscheduled monitoring, reviews and evaluations of the program which is the subject of this Contract using The Trust approved monitoring tools. The Trust shall monitor both fiscal/administrative and programmatic compliance with all the terms and conditions of the Contract. Provider shall permit The Trust to conduct site visits, client interviews, client assessment surveys, fiscal/administrative review and other techniques deemed reasonably necessary in The Trust's sole discretion to fulfill the monitoring function. A report of The Trust's findings will be delivered to Provider and Provider will rectify all deficiencies cited within the period of time specified in the report.

5. Client Records

Provider shall maintain a separate file for each child/family served. This file shall include all pertinent information regarding program enrollment and participation. At a minimum, the file will contain enrollment information (including parent registration consents and child demographics), service plans, outcome measures (as set forth in Attachment A), and notes documenting referrals, special needs, or incident reports. These files shall be subject to the audit and inspection requirements under this Contract. All such records will be retained by the Provider for not less than five calendar years after the participant is no longer enrolled. Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

6. Internal Documentation

Provider agrees to maintain and provide for inspection to The Trust, during regular business hours the following as may be applicable: (1) personnel files of employees which include hiring records, background screening results, job descriptions, and evaluation procedures; (2) authorized time sheets, records, and attendance sheets to document the staff time billed to provide Services pursuant to this Contract; (3) daily activity logs and monthly calendars of the provision of Services pursuant to this Contract; (4) training modules; (5) pre and post session questionnaires; (6) participant consent and information release forms; (7) agency policies and procedures; and (8) such other information related to Service provision as described in Attachment A; all upon request by The Trust.

7. Confidentiality

Provider and The Trust understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information and comply with applicable federal and state laws on confidentiality to prevent unauthorized use, dissemination or publication of confidential

information as each party uses to protect its own confidential information in a like manner. The Parties shall not disclose the confidential information to any third party, or to any employee or Provider who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this Contract imposes no obligation upon the Parties with respect to confidential information which (a) was lawfully known to the receiving party before receipt from the other, (b) is or becomes a matter of public knowledge through no fault of the receiving party, (c) is rightfully received by the receiving party from a third party without restriction on disclosure, (d) is independently developed by or for that party, (e) is disclosed under operation of law, (f) is disclosed by the receiving party with the other party's prior written approval. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract.

8. Security Obligation

Provider shall maintain an appropriate level of data security for the information Provider is collecting or using in the performance of this Contract. This includes, but is not limited to, approving and tracking all Provider employees who request system or information access and ensuring that user access has been removed from all terminated Provider employees.

O. MODIFICATIONS

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

P. GOVERNING LAW & VENUE

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of laws provisions. Any controversies or legal problems arising out of the terms of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida.

Q. EMPLOYEE BACKGROUND SCREENING

In accordance with Sections 943.0542, 984.01(2) (a), 985.01(2) (a), Chapter 435, 402 and 39.001, Florida Statutes, only employees, volunteers and subcontracted personnel with a satisfactory Level 2 background check through a screening agency may work in direct contact with children under the age of eighteen. Level 2 Background screenings must be completed through the Florida Department of Law Enforcement (FDLE), VECHS Program. Satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade Public School System (MDPS) if clearance letter is available and on file. In addition, an Affidavit of Good Moral Character must be completed and notarized for each employee, volunteer and subcontracted personnel upon hiring.

Per Florida Statue 1012.465, providers employing current School Board employees in possession of a valid School Board ID Badge and updated Level 2 Screening must complete a verification form. Non-School Board employees are required to obtain a Level 2 Screening and a School Board ID Badge before access to school campuses is granted, in the event access to school campuses is incorporated in the Services under this Contract.

Provider shall retain all records demonstrating compliance with the background screening required herein for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity.

The Provider shall re-screen each employee, volunteer and/or subcontractor every five years.

R. CHILDREN WITH DISABILITIES AND THEIR FAMILIES

Provider understands that The Trust expects Provider to meet the federal standards under the Americans with Disabilities Act. By policy of The Trust, providers must also implement reasonable programmatic accommodations to include children with disabilities and their families, whenever possible.

S. REGULATORY COMPLIANCE

1. Non-discrimination and Civil Rights

Provider shall not discriminate against an employee, volunteer, or client of the Provider on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, religion, ancestry, national origin, disability, or age, except that programs may target services for specific target groups as may be defined in the competitive solicitation.

Provider shall demonstrate that it has standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds.

Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. Section 2000d, as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability. It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The Trust shall have the right to terminate all or any portion of this Contract. If Provider or any owner, subsidiary, or other firm affiliated with or related to Provider, is found by the responsible enforcement agency or the courts to be in violation of these laws, said violation will be a material breach of this Contract and The Trust will conduct no further business with Provider.

2. Public Entities Crime Act

Provider will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Provider, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to The Trust, may not submit a bid on a contract with The Trust for the construction or repair of a public building or public work, may not submit bids on leases of real property to The Trust, may not be awarded or perform work as a Provider supplier, sub Provider, or consultant under a contract with The Trust, and may not transact any business with The Trust in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Trust's competitive procurement activities.

3. Conflict of Interest

Provider represents that the execution of this Contract does not violate The Trust's Conflict of Interest Policy and State of Florida, Code of Ethics, (§112.311, Florida Statutes), as amended, which are incorporated herein by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder.

4. Compliance with Sarbanes-Oxley

Provider shall comply with the following provisions of the Sarbanes-Oxley Act (SOX) that apply.

Provider agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

Provider agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, and USC).

5. Licensing

The Provider shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurance, permits and accreditations, required by the State of Florida, Miami-Dade County, The Trust or the federal government.

6. Proof of Policies

Provider shall keep on file copies of its policies on non-discrimination, equal opportunity and/or affirmative action, Americans with Disabilities Act, and drug-free workplace.

7. Incident Reporting

Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both the Provider and its employees.

Provider shall complete an incident report in the event of any serious bodily injury to anyone within the scope of this Contract or arising out of the performance of this Contract. Provider shall provide written notification of the incident together with a copy of the incident report to The Trust within three (3) working days. Provider shall provide written notification to The Trust, within seven (7) days, if any legal action is filed as a result of such an injury.

8. Sexual Harassment

Provider shall complete an incident report in the event a client or employee makes an allegation of sexual harassment, sexual misconduct or sexual assault by a Provider employee and the Provider has knowledge thereof. Provider shall provide written notification to The Trust within three (3) working days if such an allegation is made. Provider shall provide written notification to The Trust, within seven (7) days, if any legal action is filed as a result of such an alleged incident.

T. CONSENT

Demographic and service information on program participants will be provided to The Trust. Provider will ask participants to sign a voluntary Consent to Photograph and for Communications. The form is available in English, Spanish, and Creole and must be downloaded from www.thechildrenstrust.org. All signed Consent forms will be submitted to the Program Coordinator, with a copy filed in the participant's record. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the Consent form. Provider will ensure that each program participant's contact information is current and updated upon exiting the program.

U. PROGRAMMATIC DATA REPORTING

Provider agrees to comply and participate in any data collection reporting, including participant data as required by The Trust and described in **Attachment C** to this contract, Programmatic Data Reporting Requirements. In addition, Provider agrees to furnish The Trust with quarterly program narrative reports in the format to be specified by The Trust.

V. PUBLICITY

Provider agrees that events funded by this Contract shall recognize The Trust as a funding source. Provider shall ensure that all publicity, public relations, advertisements and signs recognize The Trust for the support of all contracted activities. The use of the official The Trust logo is permissible.

Provider shall ensure that all media representatives, when inquiring about the activities funded by this Contract, are informed that The Trust is its funding source. Provider shall distribute a press release announcing that it has been awarded funding by The Children's Trust. Provider shall, if it possesses the appropriate technology, provide a link between the website and The Trust's website.

W. PUBLICATIONS

Provider agrees to supply The Trust, without charge, up to three copies of any publication developed in connection with implementation of programs addressed by this Contract. Such publications will state that the program is supported by The Trust. Provider agrees that The Trust will have unlimited use of copyrighted materials developed under this Contract.

Provider shall include The Children's Trust logo and the following paragraph in all materials featuring programs funded by The Children's Trust, including but not limited to newsletters, press releases, brochures, fliers, homepage of websites or any other materials for dissemination to the media or general public:

English:

The Town of Cutler Bay is funded by The Children's Trust. The Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Spanish:

Town of Cutler Bay esta financiado por El Fidecomiso de los Ninos (The Children's Trust). El Fidecomiso de los Ninos es una fuente de financiaci3n, creada por los votantes en referendum para mejorar las vidas de los nin3s y las familias de el Condado de Miami-Dade.

Kreyol:

Town of Cutler Bay finanse pa "The Children's Trust". Trust la, ce yon sous lajan ke gouveman amerikin vote an referandom pou ke' li investi bien nan pwogram kap amelyore la Vi Ti Moun ak fanmi yo nan Miami Dade.

X. HEADINGS, USE OF SINGULAR AND GENDER

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

Y. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

- Attachment A: Scope of Services
- Attachment B: Budget & Method of Payment
- Attachment C: Reporting Requirements

No other contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Town of Cutler Bay

**The Children's Trust
MIAMI-DADE COUNTY, FLORIDA**

By: _____
(Signature of Authorized Representative)

By: _____
Modesto E. Abety, President/CEO

Steven J. Alexander
Type or Print Name

Date: _____

Date: _____

Approved as to form and legal sufficiency

M. Amate - U.S.
County Attorney

Date: Sept-6, 2007

This contract is not valid until signed by both parties

ATTACHMENT A:

Scope of Services

**Attachment A
OUT-OF-SCHOOL SCOPE OF SERVICES**

The Unit Table (Appendix 1) is hereby incorporated as part of this contract.

1. Program Summary (Limit to 100 words):

The Town of Cutler Bay will provide an out-of-school program. Programming will include a wide range of optional activities that builds character and provide alternative activities to self-defeating behavior in addition to reading, physical fitness, and social skills. The program will fulfill the participants' curiosity and love of learning to focus on their strengths, develop their personal and interpersonal social skills and provide recreational and physical activities to develop physical skills. Ten of the most-needy students will receive training in computer design, graphics, maintenance and upgrading of personal computers. The students will assemble their own computer and learn web-site design in order to create their own web page.

2. Target Population (Include the ages and characteristics, such as disabilities):

The out-of-school program will serve 50 participants daily who live in zip code 33157. General population participants are boys and girls ages 6-13 from low to moderate income families and/or underserved communities. Participants will be referred from DCF with allegations of abuse or neglect in the home, from the Cutler Bay Police Department generated from calls of family violence or youth encountered who are at risk of criminal activity and from neighboring schools for children in need of academic assistance for reading improvement.

3. Service Delivery:

# of Slots General Population and Disability			Activities/Service Name & Description	Site or Group Comment/ Variance (Specify Site, age, and disability differences)	Frequency, Intensity and Duration
Innovative Summer Camp	Summer	School Year			
		GP 50	<p>Educational Activities: Students in the After School Program will be required to complete a minimum of one hour of educational activities each day prior to participating in scheduled recreational activities. The educational activities will include tutoring with an emphasis towards completion of school-assigned homework assignments, concentrating on recognized deficiencies in subject areas and reading literacy. Monthly field trips will be incorporated into this element of the program where participants can learn through practical experience. The curriculum utilized will be Child Plus. This activity will be provided under the direction of the Tutor.</p>		5 times a week for 1 hour x 40 weeks

# of Slots General Population and Disability			Activities/Service Name & Description	Site or Group Comment/ Variance (Specify Site, age, and disability differences)	Frequency, Intensity and Duration
Innovative Summer Camp	Summer	School Year			
		GP 50	<p>Fitness Activities: Fitness activities including stretching, low-impact aerobics, martial arts and use of free-weights will encourage the students in the After School Program to develop healthy habits and improve over-all fitness. Information on healthy eating habits will also be provided. Monthly field trips will be incorporated into this element of the program where participants can learn through practical experience. The curriculum utilized will be provided by the American Council on Exercise, Operation FitKids. <i>This activity will be provided under the direction of the Fitness Instructor. All activities will be age appropriate, ages 6 – 13.</i></p>		2 times a week for 2 hours x 40 weeks
		GP 10	<p>Entrepreneurship Program: This element of the After School Program will allow 10 of the most-needy students to receive training in computer design, graphics, maintenance and upgrading of personal computers. The students will be chosen according to financial need, educational need and those students who present family bonding issues. The student and parent will assemble their own computer and learn web-site design in order to create their own web page. Upon the completion of the 16 week course, the family is provided with their built computer, free of charge. This activity will be under the direction of the Computer Instructor.</p>		3 times a week for 1.5 hours x 16 weeks
		GP 50	<p>Social Skills: Participants will be introduced to literature and activities that address family violence, abuse and neglect at home, this literature will be provided by guest speakers such as local police, government officials, athletes, etc. In addition, the curriculum to be utilized is the Future Aspirations, from the Center for Urban Affairs. Monthly field trips will be incorporated into this element of the program where participants can learn through practical experience. This will be coordinated by the Tutor assisted by Park Service Aides.</p>		3 times per week for 1 hour x 40 weeks

# of Slots General Population and Disability			Activities/Service Name & Description	Site or Group Comment/ Variance (Specify Site, age, and disability differences)	Frequency, Intensity and Duration
Innovative Summer Camp	Summer	School Year			
		GP 50	Recreational: Upon completion of all activities (i.e. tutoring, social skills, entrepreneurship and fitness activities), enrollees will participate in organized sporting events such as soccer, basketball, swimming, etc.		5 days a week x 1 hour per day x 40 weeks

Provider will ensure that all children and youth have a lunch and snack, at a minimum, during summer and full-day program days and a snack during after-school and partial day program days.

4. Performance Measure:

Provider shall measure outcome achievement and report on a basis as outlined in Attachment C of this contract.

School-Year Outcomes			
Outcomes	Outcome Indicators	Measurement Tool	Data Collection & Comments (Specify who is doing what. Also, specify site, age, and disability differences)
Improve academic skills	85% of the GP will improve oral reading skills	1 Minute Oral Reading Fluency Test	Program Director will administer and enter data in Data Tracker
Improve physical health and fitness	85% of the GP participants will improve fitness performance	Shuttle Run	Recreation Programmer will conduct and is responsible for data
Improve social, emotional and behavioral functioning	85% of the GP participants will improve social skills	Future Aspirations-Peer Leader Survey.	Tutor will be responsible administering and collecting data

During the school-year program, all children will be pre-tested within one week of enrollment in the program. Post-tests from summer may serve as pre-tests for returning children. Mid-tests for reading will be conducted in December before the winter break. Post-tests will be conducted in May before the end of the program. Data will be reported as outlined in Attachment C. It is expected that all participants will complete a pre-test; all participants in attendance in December will complete a mid-point reading test; and all participants in attendance in May will complete a post-test.

5. Staff Qualifications:

Staffing Plan must EXACTLY match the staff, volunteers and Sub-contractors listed in the Budget

# & Status(FT/PT)		Position <i>(Specify Staff, Volunteer or Subcontractor)</i>	Qualifications Required Education & Experience	Duties
Summer	School Year			
	FT 1	Parks and Recreational Director (In kind)	BS in Recreation and 12 years experience	Oversees and administrates all programs related to the park
	PT 1	Recreational Programmer (In kind)	BS in Sports Administration with 5 years experience	Develops and executes recreational programs
	PT 4	Park Service Aide (In kind)	High School Diploma or GED equivalent.	Responsible for the safety and supervision of participants
	FT 1	Outreach Worker	Bachelors' Degree	Recruits youth, assists with daily tutorial activities, physical fitness and reading comprehensive testing. Recruits additional resources/partners from within the community. Maintain forms and reports on program activities to the Director. Participates in all aspects of the program. Attends monthly meetings and TCT trainings.
	PT 1	Fitness Instructor	2 years of college or 2 years experience providing youth with recreation instruction. Current CPR certification.	Coordinates, conducts and evaluates youth fitness program including working directly with program participants in developing fitness plans.
	PT 1	Computer Instructor FETCH	2 years College or Technical Experience in Computer Design/Build, Graphics and Entrepreneurship. Experience working with youth and/or after school programs.	Implements, organizes and coordinates the FETCH computer building and computer literacy program.
	PT 1	Tutor	Bachelor Degree in early education, with a minimum of five years experience working with youth.	To implement Project Rise and to evaluate the youths progress. In addition, the tutor will work with students on their homework assignments and will

# & Status(FT/PT)		Position <i>(Specify Staff, Volunteer or Subcontractor)</i>	Qualifications Required Education & Experience	Duties
Summer	School Year			
				meet with school staff if needed. The tutor will promote improved reading skills by offering a wide range of literature that interest youth.
	PT 1	Data Entry Clerk (In-kind)	High school diploma or equivalent with a minimum of three years experience.	To collect and input client data, to assist with the scheduling of youth oriented (park) events, to ensure all enrollment forms and permission slips are signed and that each child has a file reflecting all documents.

6. Ratios:

Summer for General Population:		Children per 1 Direct Service Staff
Summer for Children with Disabilities:		Children per 1 Direct Service Staff
Summer – Innovative:		Children per 1 Direct Service Staff
School Year for General Population:	5	Children per 1 Direct Service Staff
School Year for Children with Disabilities:		Children per 1 Direct Service Staff

Overall Program – Do not fill Overall Program section. Complete Site Location section. Formulas in place to summarize all sites.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days	Hours of Operation	Hours per day	Number of Children		
							General Population	Children with Disabilities	Total
Summer Camp	N/A	N/A	N/A	N/A	N/A	N/A	0	0	0
Summer After-School	N/A	N/A	N/A	N/A	N/A	N/A	0	0	0
Legal Holiday	N/A	N/A	N/A	N/A	N/A	N/A	0	0	0
Teacher Planning	N/A	N/A	N/A	N/A	N/A	N/A	25	0	25
Thanksgiving/Winter/Spring Breaks	N/A	N/A	N/A	N/A	N/A	N/A	50	0	50
After School Days	N/A	N/A	N/A	N/A	N/A	N/A	50	0	50
Saturdays	N/A	N/A	N/A	N/A	N/A	N/A	0	0	0

SITE LOCATION 1

Site Name: Cutler Ridge Park
 Site Address: 10100 SW 200 Street
 City: Cutler Bay Zip Code: 33189
 Phone Number: (305) 238-4166 Fax: (305) 233-5457
 Days of Operation: Monday through Friday
 If school-based site, Provide School Name: _____

Contact Person: Alan Ricke
 Phone Number: (305) 238-4166
 E-mail: aricke@cutlerbay-fl.gov

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days	Hours of Operation	Hours per day	Number of Children		
							General Population	Children with Disabilities	Total
Summer Camp	N/A	N/A	N/A						0
Summer After-School	N/A	N/A	N/A						0
Legal Holiday	N/A	N/A	N/A						0
Teacher Planning	08/20/07	05/30/08	9/13/07; 10/26/07; 1/18; 3/21; 3/28/08	5	7:30 AM-6:00 PM	10.5	25	0	25
Thanksgiving/Winter/Spring Breaks	08/20/07	05/30/08	12/26/07-1/4/08; 3/31/08-4/4/08	12	7:30 AM-6:00 PM	10.5	50	0	50
After School Days	08/20/07	05/30/08	N/A	183	3:00 PM-6:00 PM	3	50	0	50
Saturdays	N/A	N/A	N/A						0

ATTACHMENT B:

**Budget &
Method of Payment**

**ATTACHMENT B
FISCAL REQUIREMENTS, BUDGET & METHOD OF PAYMENT**

Advance payment requests

The Trust offers advance payments up to 15% of the total contract amount. Advance requests shall be limited to governmental entities and not-for-profit corporations, in accordance with subsection 216.181 (16) (b), F.S. The advance request is to include the amount requested and the justification. Advance payment requests must be submitted using the designated form and must be approved in writing by The Trust's Program Coordinator and Chief Financial Officer or their designee(s).

Advanced funds if not used shall be invested by the provider in an insured interest bearing account, in accordance with subsection 216.181 (16) (b), F.S. Interest earned on advanced funds shall be returned to The Trust on a quarterly basis or applied against the amount of the contract owed by The Trust.

Advance payment

Within 60 calendar days of receipt of an advance, Provider shall report the actual expenditures paid by or charged to the advanced funds using the reporting "invoice" form provided by The Trust. If the "invoice" amount is less than the amount advanced, The Trust will deduct the difference from the next applicable monthly payment request. Provider may request, in writing, an extension of the repayment of the advance. A fiscal need must be clearly demonstrated and substantiated by the Provider in order for an extension request to be considered by The Trust.

Budget revisions

Budget revision(s) require prior written approval from the Program Coordinator and The Trust's Chief Financial Officer or their designee(s). Request for budget revisions must be submitted to the Program Coordinator using the appropriate form, as determined by The Trust. The Provider must request a budget revision to add, delete, and/or modify any line item(s). Budget revisions can not exceed the contracted amount. Budget revisions will be incorporated into the Contract.

Indirect Administrative Costs

In no event shall The Trust fund indirect administrative costs in excess of ten (10%) percent of the total contract award.

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Cost Reimbursement Method of Payment

The parties agree that this is a cost reimbursement method of payment contract; the Provider shall be paid in accordance with the approved budget and/or approved budget revision as set forth in this Attachment.

Invoice Requirements

The Provider shall submit an original request for payment, in the format prescribed by The Trust and in accordance with the approved budget or approved budget revision. The request for payment is due on or before the fifteenth (15) day of the month following the month in which expenditures were incurred (exclusive of legal holidays or weekends). The Trust agrees to reimburse Provider on a monthly billing basis. The Trust reserves the right to request any supporting documentation.

A final request for payment (last payment) from the Provider will be accepted by The Trust up to forty-five (45) days after the expiration of this Contract. If Provider fails to comply, all rights to payment shall be forfeited. If The Trust determines that Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, Provider shall return such funds to The Trust or submit appropriate documentation to support the payment. The Trust shall have the sole discretion in determining if Provider is entitled to such funds and The Trust's decision on this matter shall be binding.

If the Provider fails to serve the number of participants and/or fails to utilize the funds in accordance with the Contract, The Trust may amend the Contract to reduce the amount of dollars. Any delay in amendment by The Trust is not deemed a waiver of The Trust's right to amend or seek reimbursement for under-serving participants in accordance with the Contract.

In order for a request for payment to be deemed proper as defined by the Florida Prompt Payment Act, all requests for payment must comply with the requirements set forth in this Contract and must be submitted on the forms as prescribed by The Trust. Requests for payment and/or documentation returned to Provider for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. The Trust shall pay Provider within thirty (30) calendar days of receipt of Provider's properly submitted Request for Payment and/or other required documentation.

In the event that Provider, its independent auditor or The Trust discovers that an overpayment has been made, Provider shall repay said overpayment within thirty (30) calendar days without prior notification from The Trust. The Trust shall retain any payments due until all required reports or deliverables are submitted and accepted by The Trust.

Supporting Documentation Requirements

The Provider shall maintain records documenting actual expenditures and services provided according to the approved budget and scope of services as required.

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Period: June 1 2007 - May 31, 2008 12 months Areas in Blue to be completed by the Agency

SALARIES: List Full-Time Employees		Town of Cutler Bay		Justification
		Requested Funding		
Position	Annual Salary (12 mths)	%	Amount	
Parks & Recreation Director	75,000.00		0.00	Is responsible for all aspects of the after school program. \$36.05 per hour x 40 hrs x 52 weeks, this is a Town position.
Recreational Programmer	32,000.00		0.00	Is responsible for all recreational programs. \$15.38 per hour x 40 hrs. x 52 weeks. This is a Town position.
Outreach Worker	29,120.00	100%	29,120.00	To recruit youth, additional resources/partners and to work on community-based projects for youth. \$14.00 per hour x 40 hours/week x 52 weeks.
Data Entry Clerk	21,000.00		0.00	Data Entry Clerk to conduct administrative assistance duties
Full-Time Total		1.00	29,120.00	
List Part -Time/Seasonal Employees				
Park Service Aide			0.00	Assist with the supervision of youth.
Park Service Aide			0.00	Assist with the supervision of youth.
Park Service Aide			0.00	Assist with the supervision of youth.
Park Service Aide			0.00	Assist with the supervision of youth.
Tutor			0.00	Provides educational assistance and literacy promotion to youth
Part-Time Total		0.00	0.00	
TOTAL FTEs/SALARIES		1.00	\$29,120.00	
FRINGE BENEFITS				
Fica/Mica	Rate: 7.65%		2,227.68	Standard FICA for all Town Employees
W-Comp's	Rate: 11.51%		3,351.71	Town issued rate for Workman's Comp
Unemploy	Rate:		0.00	
Health Ins.	Cost per Staff \$700.00		8,400.00	Town issued rate for Health Insurance
Life Ins.	Cost per Staff		0.00	
Retirement	Rate: 9.85%		2,868.32	Town issued retirement rate.
Other	Specify & provide calculations			
	Rate:		0.00	
	Rate:		0.00	
TOTAL FRINGE BENEFITS			\$16,847.71	
OPERATING EXPENSES:			Cost	
Travel (other than participants)				
Travel (participants)			25,920.00	Educational and fun field trips for students that are enrolled in the After School Program. Entrance fees \$8.00 pp x 50 children x 1 trip per month. 9 months = \$3,600.00; lease of two each 15 passenger vans @ \$700.00 per month x 10 months = \$14,000.00; Bus Rental for field trips @ \$240.00 per trip x 1 trip per month x 9 months x 2 Buses = \$4,300.00; Insurance for leased vehicles @ \$200.00 per month x 10 months x 2 vans = \$4,000.00.
Meals (participants)			10,000.00	Snacks provided to students in the After School Program and Teacher's Workday Program - one snack per child per day @ \$1.00/child x 50 children x days=\$10,000.00.
Space (rent, utilities, maintenance, etc.)				
Supplies			2,830.00	Paper, pens, pencils, general office supplies. Reading literature, nutritional fact sheets, program manuals, posters, etc. Printing flyers, announcements, etc. \$56.00 per participant x 50 participants per program year.
Non-Capital Equipment (less than \$1,000) (List each)				
Computers for Fetch Program			6,000.00	Computers for assembly by childrens and families participating in the FETCH program. \$600 in computer partes x 10 computers. Computers will be given to the families at the end of the program.
Fitness Equipment			2,000.00	Aerobics mats @ \$30.00 each x 15 = \$4500.00 & steps for step aerobic @ \$50.00 each x 15 = \$750.00, weights @ \$400.00 per set x 2 sets, barbells for weight training @ \$20.00 x 15 = \$300.00, benches @ \$35.00 each x 10 = \$350.00.
Capital Equipment (greater than \$1,000) (List each)				
Professional Services (List each)				
Fitness Instructor			4,000.00	To implement safe and fun recreational fitness programming for After School Program participants. \$25.00 per hour x 4 hours/week x 40 weeks.
Computer Instructor			4,000.00	Responsible for the implementation, organization and coordination of the FETCH computer building and computer literacy program \$250.00 week x 16 weeks.
Other (List each)				
Background screenings			420.00	\$60.00 per new staff x 7 staff
TOTAL OPERATING EXPENSES:			\$55,170.00	
Administrative/Indirect Costs				
(Can not exceed 10%)		9%	10,120.29	
TOTAL BUDGET			\$111,258.00	

ATTACHMENT C:

Reporting Requirements

Attachment C

Programmatic Data Reporting Requirements

The Provider shall submit to The Children's Trust individual participant demographics, attendance, and outcome data, as noted in the Scope of Service (Attachment A). Reporting will include direct submission of information into the electronic web-based reporting application (Data Tracker), as well as standard paper reports, as noted below.

DEMOGRAPHICS & ATTENDANCE (requires attendance at training and user login)

Programs with 3 or more contacts with the same children and/or parents will enter:

- Participant Demographics (including all the items noted below), shall be entered within seven (7) days of entry into the program. All participant demographics shall be updated on an ongoing basis if and when new information is collected.
- Participant Attendance shall be entered by the fifteenth (15th) day of the month following the end of each month, exclusive of legal holidays or weekends.

Demographics required for child/parent participants with 3 or more contacts:

- Name (last, first, middle initial)
- Street Address, City, and Zip Code
- Gender (male, female)
- Date of Birth
- Race (American Indian/Alaska Native, Asian, Black/African American, Pacific Islander, White, Other)
- Ethnicity (Hispanic, Haitian, Other)
- Preferred Language (primary spoken in home) (English, Spanish, Haitian Creole, Other)
- Child's Social Security # (n/a for adult participants)
- Child's Miami-Dade County Public Schools ID Number (n/a for adult participants)
- Child's Current Grade Level (n/a for adult participants)
- Child's Current School (n/a for adult participants)
- Does child have a disability? (yes/no)
- If disabled, what type? (Autism, Chronic Medical Condition, Emotional and/or Behavioral Disorder, Hearing Impairment, Learning Disability, Mental Retardation, Physical Disability, Visual Impairment, Other)

OUTCOMES & NARRATIVE REPORTS (Paper Reporting - Excel and Word Documents)

- Outcomes Measurement and Results (Excel spreadsheet reports customized for each program/provider, based on current contract scope of service)—due quarterly
- Quarterly Program Narrative Report (using standard Word document format provided by The Trust) captures a BRIEF report of successes, challenges and supports needed—due quarterly by the 15th of the month following the end of the quarter. In addition, volunteer hours, number of accidents and incidents will be reported.

The provider shall create and/or update annually their agency and program profiles in the Community Resource Directory maintained by Switchboard of Miami to facilitate referrals to Children's Trust-funded services. Evidence that the profile(s) have been created or updated must be provided to the Program Coordinator within 30 days of execution of this contract.

Out of School Reporting Due Dates

SUMMER CAMP

September 15, 2007*

1. Summer Outcome spreadsheet report (Excel)
2. Summer Narrative report (Word)
3. Satisfaction Survey (Excel)

SCHOOL YEAR

October 15, 2007*

1. Outcome Report (Number of Pre-test conducted) (Excel)
2. Narrative Report (Word)

January 15, 2008*

1. Outcomes Results (Excel)
2. Narrative Report (Word)

April 15, 2008*

1. Outcome Report (Any additional pre or post tests should be reported) (Excel)
2. Narrative (Word)
3. Satisfaction Survey Results (Excel)

July 15, 2008*

4. Outcome Results (Excel)
5. Narrative Report (Word)

***If the 15th falls on a weekend, then reports are due the following Monday.**

TAB 3



Planning & Zoning Department

R. Don O'Donniley, AICP
Planning Director

MEMORANDUM

To: Steven J. Alexander, Town Manager

From: Don O'Donniley, AICP, Planning Director

Date: October 12, 2007

Re: Application No. SP07-10-01, Vista del Lago, MPG 216th Street, Ltd.
(Folio No. 36-6016-000-0027)

APPLICANT REQUEST:

The applicant, MPG 216th Street, Limited, is requesting site plan approval for an office and retail center on an 18.52 acre property.

LOCATION:

The property is generally located south of SW 216th Street, west of SW 87th Avenue, east of SW 97th Avenue and north of SW 224th Street.

A portion of the NW1/4, and a portion of the NE1/4 of Section 16, Township 56 Range 40, Miami-Dade County, Florida.

BACKGROUND:

This parcel is a part of the Lakes by the Bay development and is zoned BU-2 (Special Business District) The purpose of the BU-2 District, Regional Shopping Center and Office Park District, is to provide for large scale commercial and/or office facilities which service the needs of large urban areas. The proposal is for a Office/retail/restaurant center with a proposed grocery store and community center totaling 159,573 square feet in size. The applicant also proposes walkways and gazebos along the length of the lakefront.

Town staff has reviewed this application, which was submitted to the Town on April 23, 2007, and met with the applicant on numerous occasions.

The final plat was approved on June 20, 2007 and consisted of two pages entitled "Vista Del Lago, A Subdivision of a Portion of the NW1/4, and a Portion of the NE1/4 if Section 16, Township 56, Range 40, Miami-Dade County, Florida" by Ludovici & Orange Consulting Engineers, Inc.

10720 Caribbean Boulevard, Suite 110
Cutler Bay, FL 33189
(305) 234-4262 Office
(305) 234-4251 Fax
www.cutlerbay-fl.gov



Planning & Zoning Department

R. Don O'Donniley, AICP
Planning Director

Additionally, a zoning workshop was held for this project on September 10, 2007 where the public and Council reviewed and commented on this application. Subsequent to that workshop Town staff has met with residents on several occasions.

The applicant has also complied with the non-residential design standards.

RECOMMENDATION:

Approval with conditions.

CONDITIONS:

1. Prior to this issuance of a Temporary Certificate of Occupancy, the Applicant shall provide written documentation from Miami Dade County demonstrating that: (1) a special taxing district has been created for the street lighting abutting the proposed development; or (2) Miami Dade County has agreed to another legal mechanism, which requires the property owner to be responsible for the operation, maintenance, and payment of electricity for the street lighting abutting the proposed development.
2. The development shall be consistent with the following plans as revised and all other building plans and elevations on file in the Town Planning Department:
 - a. Site Plans for "Vista Del Lago" (Sheets SP-1 and 2), prepared by Ludovici & Orange; dated 6/15/07, and signed, dated and sealed 10/02/07.
 - b. Landscape Plans for "Vista Del Lago" (Sheets L-1, 2 and 3), prepared by Ludovici & Orange; dated 2/16/07, and signed, dated and sealed 10/02/07.
 - c. Dumpster Enclosures & Pavilions for "Vista Del Lago Town Center" (Sheet 1A-0.08), prepared by Rick Gonzalez; dated 07/26/07
3. Conditions as stated in the traffic analysis of July 2007 and revised August 31, 2007 by Transport Analysis Professionals and reviewed by The Corradino Group, September, 2007 shall be complied with.
4. All tractor trailer ingress shall be restricted to the eastern drive and egress to the western drive. Signage shall be provided in the center drive restricting such.
5. All drives shall be modified to reflect conditions of traffic impact analysis review.

10720 Caribbean Boulevard, Suite 110
Cutler Bay, FL 33189
(305) 234-4262 Office
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Planning & Zoning Department

R. Don O'Donniley, AICP
Planning Director

6. A recessed exclusive bus stop shall be provided as reflected in the conditions of the traffic impact analysis review.
7. The applicant shall contribute to convert the intersection of SW 97th Avenue and SW 216 Street to a two-way stop control to reflect conditions of traffic impact analysis review.
8. The traffic circle design shall be modified to reflect the redesign by The Corradino Group.
9. The proposed grocery store may unload up to one truck per day prior to 11:00 a.m. for baked goods only at the front of the store.
10. The developer shall direct the management company to make the community center available upon reasonable request. A record of utilization shall be compiled and available to Town staff upon request.
11. The developer shall provide a cross walk at SW 87th Path.

RESOLUTION NO. 07-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING SITE PLAN APPROVAL FOR A 159,573 SQUARE FOOT RETAIL AND OFFICE CENTER ON APPROXIMATELY 18.52 ACRES OF LAND, GENERALLY LOCATED SOUTH S.W. 216TH STREET, WEST S.W. 87TH AVENUE, EAST S.W. 97TH AVENUE, AND NORTH OF S.W. 224TH STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Monroe's Prestige Group (the "Applicant") has submitted an application to the Town of Cutler Bay (the "Town") for site plan approval of a retail and office center consisting of 159,573 square feet on approximately 18.52 acres of land; and

WHEREAS, on September 10, 2007 the Applicant presented the proposed site plan during a public zoning workshop to receive input and feedback from the public and the Town Council; and

WHEREAS, staff recommended approval of the requested site plan, attached as Exhibit "A," in its report dated October 9, 2007, as conditioned herein; and

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

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

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

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

Section 2. Approval of Site Plan. The Town Council hereby approves the requested site plan, attached as Exhibit "A," to this Resolution, subject to the conditions set forth below.

Section 3. Conditions. The approvals granted by this Resolution are subject to the Applicant's compliance with the following conditions, to which the Applicant stipulated at the public hearing:

1. Prior to this issuance of a Temporary Certificate of Occupancy, the Applicant shall provide written documentation from Miami Dade County demonstrating that: (1) a special taxing district has been created for the street lighting abutting the proposed development; or (2) Miami Dade County has agreed to another legal mechanism, which requires the property owner to be responsible for the

operation, maintenance, and payment of electricity for the street lighting abutting the proposed development.

2. The development shall be consistent with the following plans as revised and all other building plans and elevations on file in the Town Planning Department:
 - a. Site Plans for “Vista Del Lago” (Sheets SP-1 and 2), prepared by Ludovici & Orange; dated 6/15/07, and signed, dated and sealed 10/02/07.
 - b. Landscape Plans for “Vista Del Lago” (Sheets L-1, 2 and 3), prepared by Ludovici & Orange; dated 2/16/07, and signed, dated and sealed 10/02/07.
 - c. Dumpster Enclosures & Pavilions for “Vista Del Lago Town Center” (Sheet 1A-0.08), prepared by Rick Gonzalez; dated 07/26/07
3. Conditions as stated in the traffic analysis of July 2007 and revised August 31, 2007 by Transport Analysis Professionals and reviewed by The Corradino Group, September, 2007 shall be complied with.
4. All tractor trailer ingress shall be restricted to the eastern drive and egress to the western drive. Signage shall be provided in the center drive restricting such.
5. All drives shall be modified to reflect conditions of traffic impact analysis review.
6. A recessed exclusive bus stop shall be provided as reflected in the conditions of the traffic impact analysis review.
7. The applicant shall contribute to convert the intersection of SW 97th Avenue and SW 216 Street to a two-way stop control to reflect conditions of traffic impact analysis review.
8. The traffic circle design shall be modified to reflect the redesign by The Corradino Group.
9. The proposed grocery store may unload up to one truck per day prior to 11:00 a.m. for baked goods only at the front of the store.
10. The developer shall direct the management company to make the community center available upon reasonable request and provide usage records to the Town on a quarterly basis.

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

PASSED and ADOPTED this _____ day of _____, 2007.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF CUTLER BAY ONLY:

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

Moved By:
Seconded By:

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 _____

My Home
Miami-Dade County, Florida

miamidade.gov



Property Information Map



Digital Orthophotography - 2006

0 209 ft

This map was created on 10/3/2007 2:50:23 PM for reference purposes only.

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Close

Summary Details:

Folio No.:	36-6016-000-0027
Property:	
Mailing Address:	MPG 216TH STREET LTD 1803 BRIAR CREEK BLVD SAFETY HARBOR FL 34695-

Property Information:

Primary Zone:	6400 COMMERCIAL, MEDIUM INTENSITY
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	808,909 SQ FT
Year Built:	0
Legal Description:	16 56 40 18.52 AC M/L PORT OF N1/2 OF SEC DESC BEG 1098.80FTS & 1812.02FTW OF NE COR OF SEC TH S 00 DEG E 698FT S 89 DEG W 1090.15FTN 00 DEG W 886.77FT SELY-ELY NELY AD

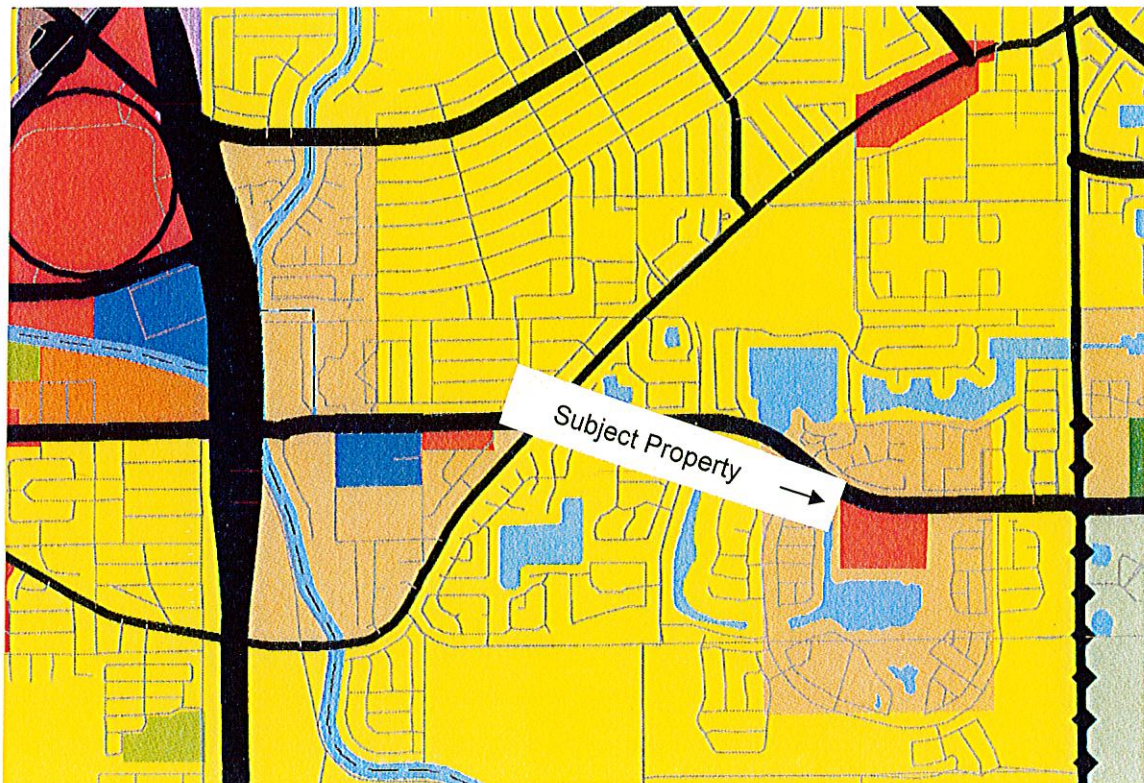
Sale Information:

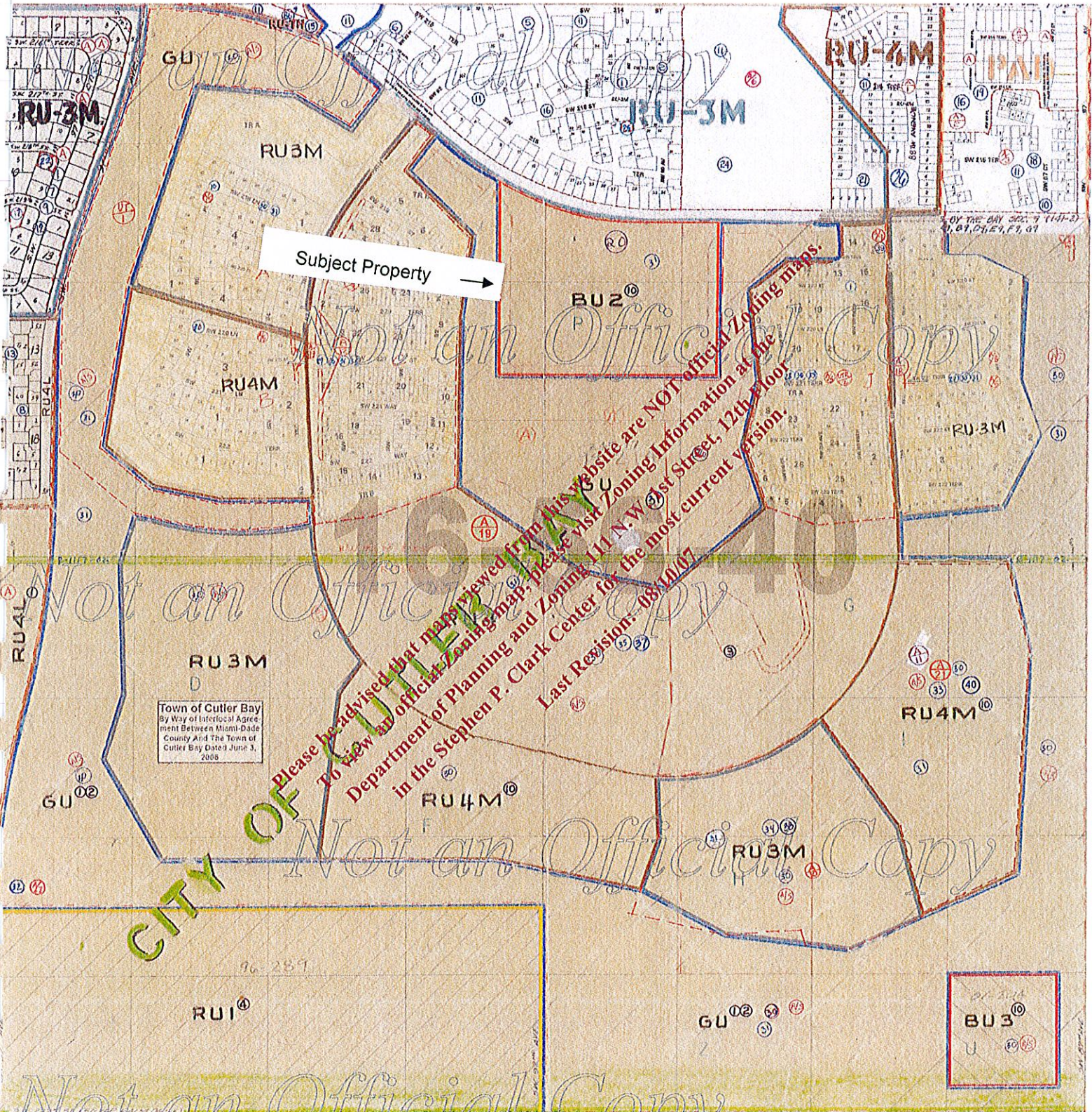
Sale O/R:	21855-3380
Sale Date:	11/2003
Sale Amount:	\$6,969,600

Assessment Information:

Year:	2007	2006
Land Value:	\$8,089,090	\$6,471,272
Building Value:	\$0	\$0
Market Value:	\$8,089,090	\$6,471,272
Assessed Value:	\$8,089,090	\$6,471,272
Total Exemptions:	\$0	\$0
Taxable Value:	\$8,089,090	\$6,471,272

Vista Del Lago
Application No. SP07-10-01





Subject Property →

Town of Cutler Bay
By Way of Interlocal Agreement
Between Miami-Dade
County And The Town of
Cutler Bay Dated June 3,
2009

Not an Official Copy
Please be advised that maps viewed from this website are NOT official Zoning maps.
To view an official Zoning map, please visit Zoning Information at the
Department of Planning and Zoning, 111 N.W. 21st Street, 12th Floor
in the Stephen P. Clark Center for the most current version.
Last Revision: 08/10/07

BU3¹⁰
U¹⁰

TOWN OF CUTLER BAY

PROPOSED LAND DEVELOPMENTS
TRAFFIC IMPACT ANALYSIS

Proposed Development:

VISTA DEL LAGO
2ND REVIEW

Traffic Impact Analysis Report by and Date:

8/31/07 Response by Transport Analysis Professionals to 8-7-07 Review Comments.

Received by TCG 9-04-07

Reviewed by: The Corradino Group for the Town of Cutler Bay

Reviewer / Date: RDA / 9-05-07

Results of the Traffic Impact Analysis Review:

- Recommend Approval by the Town
- Recommend Approval by the Town subject to satisfactorily addressing the comment(s) below.
- DO NOT Recommend Approval by the Town. The comment(s) below need to be satisfactorily addressed and resubmit for review.
- Recommended for DEFERRAL based on:

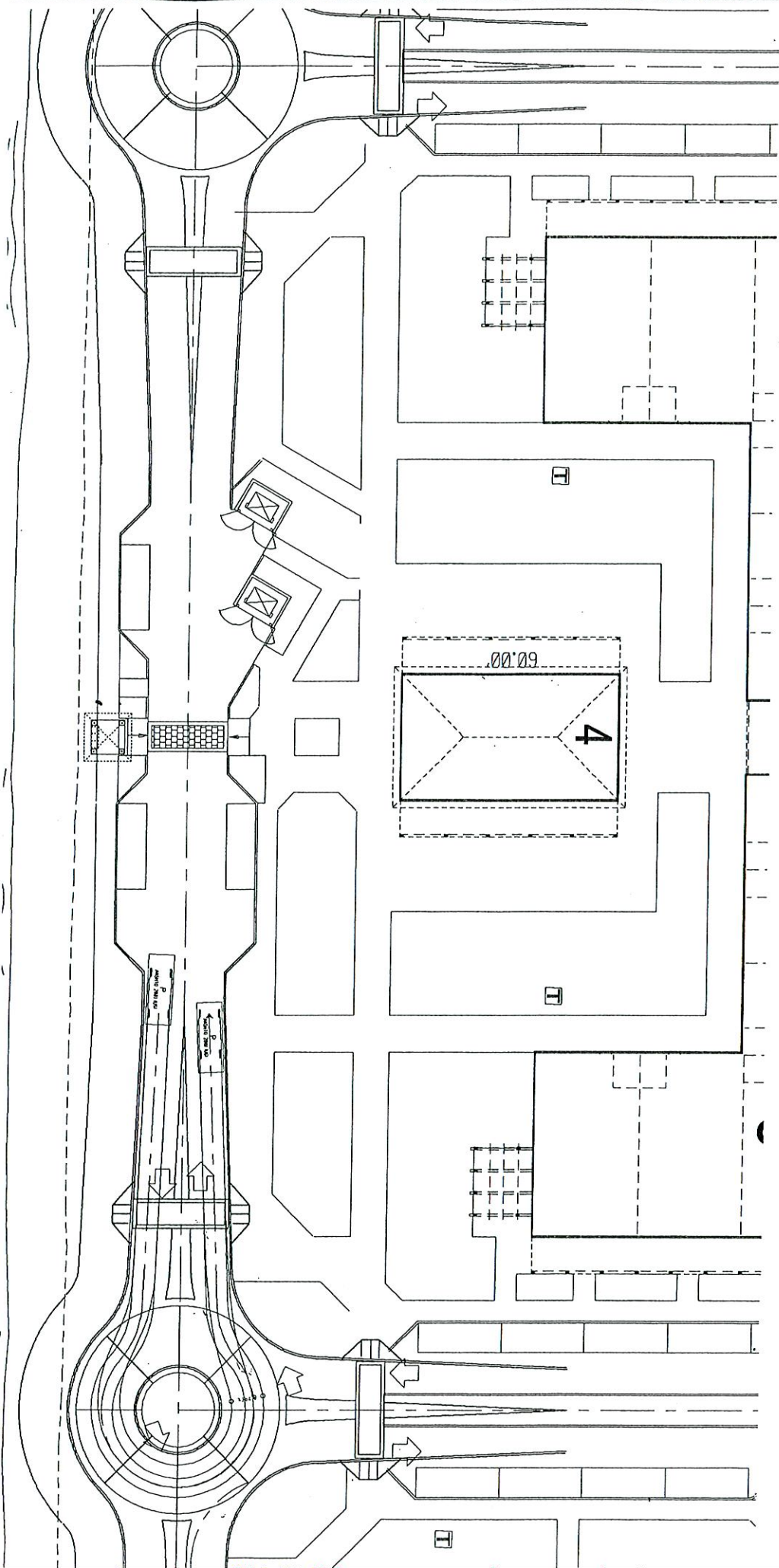
MEETS CONCURRENCY? : YES

Affected Roadway(s):

SW 216th Street and SW 87th Ave.

COMMENTS

Page	Description	Comments
		Agree with the following proposed improvements by the developer beyond the pedestrian and bicycle related items/amenities already reflected by the July 2007 Traffic Impact report's site plan.
		1. West driveway = provide for approx. 100 ft of storage length for the Left Turn lane.
		2. West Central driveway = south of the driveway at intersection w/northern most connection to the parking lot - provide for 2 R10-7 signs ("Do Not Block Intersection") as shown on the 8/31/07 response package.
		3. East Central driveway = provide for 75 ft of storage length for the Left Turn lane.
		4. Provide for a recessed exclusive bus stop on SW 216th Street as shown in the attachment of the 8/31/07 response package.
		5. Developer will contribute in full or in part to convert the intersection of SW 216 St/97 Ave to a Two-Way Stop control as discussed in the 8/31/07 response package.



TRAFFIC CIRCLES SOUTH END

VISTA DEL LAGO

Hearing Number: SP07-10-01

Applicant Name: MPG 216th Street, Ltd.

Location: Generally Located South of SW 216th Street, West of SW 87th Avenue,
East of SW 97th Avenue and North of SW 224th Street
(Folio No. 36-6016-000-0027)

Size of property: 18.52 acres

Request: Site Plan Approval for Retail and Office Center

Hearing Location: South Dade Government Center, 2nd Floor, 10710 SW 211th
Street, Room 203

Hearing Date: October 17, 2007

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.

TAB 4

ORDINANCE NO. 07- _____

AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA, RE-ADOPTING THE ORDINANCE ADOPTING AN OPERATING AND CAPITAL OUTLAY BUDGET WITH TOTAL EXPENDITURES IN THE AMOUNT OF \$27,891,607 FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); AND AUTHORIZING THE TOWN MANAGER TO MAKE EXPENDITURES CONSISTENT THEREWITH AND AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN BUDGET AMENDMENTS WITHIN A DEPARTMENT PROVIDED THAT THE TOTAL OF THE APPROPRIATIONS IS NOT CHANGED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Manager presented to the Town Council of the Town of Cutler Bay (the "Town") the proposed Operating and Capital Outlay Budget for the fiscal year commencing October 1, 2007; and

WHEREAS, on July 18, 2007, the Town Council adopted Resolution 07-38 which adopted a proposed millage rate for the fiscal year commencing October 1, 2007 and scheduled the public hearing required by Section 200.065 of the Florida Statutes for September 17, 2007 at 7:00 p.m.; and

WHEREAS, the Town Council also held a budget workshop to discuss the Town Manager's proposed Operating and Capital Outlay Budget for fiscal year commencing October 1, 2007; and

WHEREAS, the Property Appraiser of Miami-Dade County properly noticed the public hearing scheduled for September 17, 2007, at 7:00 p.m., at the South Dade Regional Library, 10750 Southwest 211th Street, 2nd Floor, Cutler Bay, Florida as required by Florida Statutes; and

WHEREAS, two public hearings were held by the Town Council on September 17, 2007 and September 24, 2007 commencing at 7:00 p.m., as previously noticed and the public and all interested parties having had an opportunity to address their comments to the Town Council; and

WHEREAS, the Town Council had an opportunity to amend the manager's proposed budget as it deemed appropriate, considered the comments of the public regarding the proposed budget and complied with the "TRIM" requirements of the Florida Statutes; and

WHEREAS, the budget was duly adopted by emergency ordinance on September 24, 2007 in order to comply with the requirements of the Town Charter and Florida Law with respect to the adoption of the budget and this qualified as a public emergency affecting public property under section 4.4 of the Town Charter and the Charter provides that emergency ordinances must be re-adopted in the same manner as regular ordinances within 60 days.

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

Section 1. That the Operating and Capital Outlay Budget for the fiscal year commencing October 1, 2007 through September 30, 2008, attached as Exhibit A, as presented by the Town Manager and amended by the Town Council, with total expenditures in the amount of \$27,891,607 be and is hereby re-adopted as provided by Section 200.065 of the Florida Statutes and Section 4.4 of the Town Charter . The Town Manager is authorized to expend funds appropriated in the Town Budget in accordance with the Town Charter and applicable law. Pending receipt of adequate ad valorem tax or other revenue collections, the Town Manager is hereby authorized to expend necessary funds from the Contingency Account or other available town funds to meet the obligations and requirements of the Town and to charge the appropriate line item of the budget for such purpose once adequate ad valorem tax or other revenues are received. The Town Manager as the designated budget officer of the Town may authorize certain budget amendments within a department, provided that the total of the appropriations of the department is not changed.

Section 2. That upon adoption on second reading, this Ordinance shall be effective immediately and shall be applied retroactively to September 24, 2007.

PASSED on first reading this _____ day of _____, 2007.

PASSED AND ADOPTED on second reading this ____ day of _____, 2007.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF CUTLER BAY ONLY:

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

Moved By:
Seconded By:

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

ORDINANCE NO. 07-___

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 19 “RESPONSIBLE PROPERTY OWNER AND MERCHANT ACT” RELATING TO THE AMOUNT OF TIME PERMITTED TO CORRECT A VIOLATION AND THE TOWN’S AUTHORITY TO ABATE A PUBLIC NUISANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners within the Town of Cutler Bay (the “Town”) have a responsibility to maintain their property in accordance with the provisions of the Town Code of Ordinances (the “Town Code”); and

WHEREAS, the Town Council finds that providing ten (10) days from the service of notice to correct a violation is an adequate amount of time to correct a violation; and

WHEREAS, violations of the Town Code that are not remedied or appealed constitute a continuing public nuisance within the Town; and

WHEREAS, providing Town staff with the authority to abate such a continuing public nuisance during the pendency of an appeal is necessary to protect 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 AS FOLLOWS¹:

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

Section 2. Amendment to Chapter 19 of the Town Code. The Town Council of the Town of Cutler Bay hereby amends Chapter 19 “Responsible Property Owner and Merchant Act” of the Town Code as follows:

Sec. 19-4.2. Failure to Comply; Penalties.

Except as otherwise specifically provided, the Town County ~~may~~ shall issue a warning notice the first time a property owner is cited for a violation of this Chapter, and shall provide the property owner a reasonable time to come into compliance before the Town County pursues further enforcement procedures. Thereafter, the Town County shall have the option to enforce this Chapter as follows:

¹ Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, shaded text reflects changes made from First Reading.

(A) Issuance of civil penalties under Chapter 8CC;

(B) Petition for injunctive relief in the Circuit Court;

(C) Filing of criminal charges; Penalties of this chapter are punishable by 60 days in jail or a fine of \$500 per offense.

Except as otherwise stated in this Chapter, the Town Manager or his or her designee ~~Director of Team Metro~~ shall have the authority to determine the enforcement procedures for each subsection of this Chapter.

Sec. 19-4.4. Appellate Procedures for Civil Penalty--First-Time Violator; Time for correction.

For first-time violators receiving a civil violation notice, the owner shall have ten ~~fourteen (104)~~ calendar days from service of the notice pursuant to ~~Miami-Dade County Code Sec. 8CC-3(e)~~ to correct the violation, or seven (7) calendar days from service to file for an appeal. The appeal shall be in the manner described within the Uniform Civil Violation Notice.

Sec. 19-4.7. ~~County~~Town's Authority to Abate Public Nuisance.

Failure to comply with or appeal the terms of this Chapter shall constitute a continuing public nuisance. The Town Manager or his or her designee ~~Director~~ shall then have the authority, even during the pendency of an appeal, to promptly abate the public nuisance, in whole or in part, at the expense of the owner. At least five (5) days prior to an abatement of a public nuisance pursuant to this section, the Town shall give notice to the owner of the property that the Town will correct the violation if it is not otherwise corrected by the date specified in the notice and that all costs incurred will become a lien against the property. Such notice may be provided either by certified mail return receipt requested or by regular mail and posting on the property and at Town hall.

Section 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

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

PASSED on first reading this _____ day of _____, 2007.

PASSED AND ADOPTED on second reading this ____ day of _____, 2007.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF CUTLER BAY ONLY:

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

Moved By:
Seconded By:

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 6



MEMORANDUM

To: Steven Alexander, Town Manager

From: R. Don O'Donniley, AICP, Planning Director

Date: October 17, 2007

Re: Proposed revisions to Chapter 33, "Zoning"; to Public Zoning Workshop provisions to establish additional public notice procedures.

REQUEST :

On July 19, 2006, the Town Council adopted a suggestion from the Mayor to create a public zoning workshop procedure to afford the public and members of the Town Council an opportunity to participate in the approval of proposed site plans prior to construction. The proposed revision to the code establishes a procedure for mailed notice to improve opportunities for public input within the Zoning Workshop process.

BACKGROUND AND ANALYSIS

The current Zoning workshop ordinance was adopted July 19, 2007. Recently, Zoning Workshops have been conducted with notice provided in the Miami Herald and by posting the property. It has been suggested mailed notice could increase citizen awareness and attendance. A Councilmember has proposed the attached ordinance to amend the current Ordinance and provide a mailed notice to property owners within 1,000 thousand feet.

The proposed amendment will only apply to larger properties that constitute a half acre. The expense of mailing the notice would be borne by the applicant under the Town's Full Cost Recovery ordinance. No significant burden for staff would occur. The result is increased opportunity for citizens to be informed and participate in the development review process.

A second administrative amendment is suggested by staff to ensure the workshop process and actual consideration of the site plan can occur within a two month time frame. Currently it is not possible to conduct both meetings within a two month time frame.

Staff concludes the increased notice provided by this proposal is a goal in keeping with the Town's adopted Strategic Plan; Goal 1.1, which supported an open and participatory development review process. The proposed minor adjustment is consistent with Goal 1.2 of the Strategic Plan; where staff is charged with being responsive to the citizenry.

RECOMMENDATION

Staff recommends approval.

ORDINANCE NO. 07- _____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AMENDING THE PROCEDURES AND NOTICE FOR ZONING WORKSHOPS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 19th, 2006, the Town Council of the Town of Cutler Bay (the “Town”) adopted a public zoning workshop process (the “Zoning Workshop Ordinance”), which afforded the public and the Town Council the opportunity to ask questions and to provide feedback to developers about proposed developments in an open forum; and

WHEREAS, the zoning workshop process has allowed the public to become more involved in the development review process, though the Town Council would like to further increase the public’s involvement and participation in zoning workshops by requiring the mailing of courtesy notices to properties within the surrounding area of the proposed development; and

WHEREAS, to further streamline the zoning workshop process, the Town Council has determined to shorten the timeframe between a zoning workshop and Town Council meeting for a proposed development; and

WHEREAS, the Town Council finds that these changes are in the best interest and welfare 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. Amendment to the Zoning Workshop Ordinance. The Town Council hereby amends the zoning workshop ordinance as follows:

Section 1. Zoning Workshops.

A. **Intent.** It is the intent of the zoning workshop process to provide an open and public forum for members of the public, as well as the Town Council, to comment on proposed developments within the Town. It is further the intent that any communications between members of the Town Council and the applicant during a zoning workshop shall not be considered an ex parte communication, and shall not create a presumption of bias

¹ Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

in relation to any future quasi-judicial decision on the applicant's application. The zoning workshop shall not be considered part of the quasi-judicial hearing. Each application shall be evaluated based upon the record presented at the Town Council hearing(s) on the application.

B. Applicability. A pre-application conference with the Town's planning and zoning staff shall be held prior to an application being presented at a zoning workshop. A zoning workshop shall be held no fewer than thirty (30) days prior to the ~~publication of the advertisement for the~~ first Town Council ~~or local planning agency~~ meeting at which the application will be heard. A zoning workshop shall be required for the following types of applications:

1. Rezoning;
2. Site plan approval;
3. Site plan amendments that seek to develop additional square footage;
4. Variances
5. Special exceptions;
6. Unusual uses; and
7. Any zoning application deemed necessary by the town manager or his or her designee.

C. Exemptions. The following applications shall be exempt from the zoning workshop requirement:

Any applications related to the approval of one (1) single family residence.

D. Advertisement and Mailed Notice. At least 5 days prior to a zoning workshop, an advertisement shall be published in a local newspaper and a courtesy notice shall be mailed to properties within a 1,000 foot radius of the property. at least 5 days prior to a zoning workshop. The advertisement and courtesy notice shall state the date, time, and place of the zoning workshop. In addition, the advertisement and courtesy notice shall provide a description and the location of the proposed development. The cost of publishing an advertisement and mailing of the courtesy notices for a zoning workshop shall be paid by the applicant. Failure to receive the courtesy mailed notice shall not require the application to go before another zoning workshop. For purposes of this section, mailed courtesy notice shall only be required for those projects consisting of property greater than or equal to 21,780 square feet in size.

Section 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

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

PASSED on first reading this _____ day of _____, 2007.

PASSED AND ADOPTED on second reading this _____ day of _____, 2007.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF CUTLER BAY ONLY:

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

Moved By:
Seconded By:

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 7

ORDINANCE NO. 07- _____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AMENDING ORDINANCE 06-28 RELATING TO BURGLAR ALARM FEES AND REGISTRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 15, 2006, the Town Council of the Town of Cutler Bay (the "Town") adopted an ordinance requiring registration of burglar alarms systems within the Town; and

WHEREAS, the Town currently requires the annual registration of burglar alarm systems as well as an annual registration fee; and

WHEREAS, the Town Council has determined that there should be a registration renewal fee of twenty-five dollars (\$25.00) if the burglar alarm system has had a false alarm requiring police dispatch during the prior registration period; and

WHEREAS, the Town Council has further determined that there should be no registration renewal fee for a burglar alarm system if there was not a false alarm requiring police dispatch during the prior registration period; and

WHEREAS, the Town Council finds these changes to be in the best interest and welfare of the residents of the Town.

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

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

Section 2. **Amendment to Ordinance 06-28.** The Town Council hereby amends Ordinance 06-28 as follows:

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.

(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.

(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 as follows: (1) reduced to fifteen twenty-five dollars (\$25.00) if the Burglar Alarm System has had a False Alarm requiring police dispatch during the prior registration period; or (2) there shall be no fee if the Burglar Alarm System has not had a False Alarms requiring police dispatch during the prior registration period. ~~For the registration period beginning November 1, 2006, the registration deadline shall be extended until January 1, 2007 provided however that the registration period shall still be deemed to run from November 1, 2006 to November 1, 2007.~~

Section 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

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

PASSED on first reading this _____ day of _____, 2007.

PASSED AND ADOPTED on second reading this ____ day of _____, 2007.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF CUTLER BAY ONLY:

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

Moved By:
Seconded By:

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 8



Planning & Zoning Department

R. Don O'Donniley, AICP
Planning Director

MEMORANDUM

To: Steve Alexander, Town Manager

From: R. Don O'Donniley

Date: October 17, 2007

Re: The Local Planning Agency's Recommendation to Transmit the Growth Management Plan

BACKGROUND

The LPA conducted a public hearing on September 19, 2007 on the proposed Town of Cutler Bay growth Management Plan. At the conclusion of the hearing, the LPA transmitted the draft to the Town Council with instructions to staff to respond to consider input received at the hearing. Staff has responded and presents the GMP, as modified for consideration by the Town Council.

REQUEST

Approve the transmittal of the Growth Management Plan to the Department of Community Affairs for State review.

WHAT THE TOWN'S NEW GROWTH MANAGEMENT PLAN PROVIDES

- More conservation lands along the eastern boundary of development and for implementation with the CERP project
- Reduced maximum density of the Low Density Residential land use category from 6 to 5 dwelling units an acre (a 20% reduction)
- Green, smart growth policies – bike paths, greenways, pedestrian friendly, opportunities to live and work in the same place
- A vision that offers well thought out approaches to managing growth not open to unwanted development through inadequate regulations
- Focuses development consistent with the Old Cutler Road and Cutler Ridge Charrettes
- Lowers maximum heights in the core area of the UCD zoning
- Protects existing single family neighborhoods

PUBLIC INVOLVEMENT PROCESS

- Surveys distributed and analyzed by Town staff
 - Meetings with residents and property owners (Ongoing)
 - E-mails from the public (Ongoing)
 - Meeting with Elderly Transportation Advisory Committee
 - Meeting with the South Dade Rotary
 - Staff took into account public comments and amended documents as needed
 - April 5, 2007 First Public Workshop
 - June 26, 2007 Second Public Workshop
 - July 12, 2007 Third Public workshop
 - September 19, 2007 Local Planning Agency Hearing
 - October 17, 2007 Public Hearing by the Town Council to transmit to the Department of Community Affairs
-
- Council interviews were held throughout the process

MEETINGS HELD WITH OTHER AGENCIES

- Miami-Dade County Department of Environmental Resources Management
- Miami-Dade Park and Recreation
- Miami-Dade Planning and Zoning
- South Florida Regional Planning Council
- South Florida Water Management District
- Miami-Dade County Public Schools

ANALYSIS

The Growth Management Plan is an ever evolving document which will change over time. Further adjustments can be considered before final adoption following DCA review. Under Florida Statutes, the GMP may be amended two times a year (Growth Management Plan amendments). And, every seven years a full review of the Plan is required by Statute.

Staff was asked by Council to address where the Town will be as compared to current exposure under the County's CDMP. Attached is a table that documents qualitative and quantitative comparisons. Staff would remind the Council a major factor leading to incorporation was the desire to direct land development in a more responsible pattern while recognizing private property rights. A quick review is in order. We have a draft that substantially increases conservation. It also lowers the intensity of development and reduces density. The proposed plan establishes increased standards for park land that would result from demand created by development. We propose a greener, more appropriate development pattern that supports walking, bicycling and transit. Opportunities are presented to attract community scale shopping instead of the big box development that was a potential under County rules. Further delay increases exposure to developments that comply with current the County's CDMP.

RECOMMENDATION

Staff recommends the Council consider the input at the hearing and transmit the Growth management plan to the Department of Community Affairs.

ORDINANCE NO. 07-___

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE INITIAL COMPREHENSIVE PLAN (GROWTH MANAGEMENT PLAN) FOR THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF THE FUTURE LAND USE MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 9, 2005, the Town of Cutler Bay (the “Town”) incorporated and became the newest municipality within Miami-Dade County; and

WHEREAS, pursuant to Section 163.3167(4), Florida Statutes, Miami-Dade County’s Comprehensive Development Master Plan is deemed controlling until the Town adopts its own Comprehensive Plan (the “Growth Management Plan”); and

WHEREAS, the Town’s staff along with the Town’s planning and zoning consultants have been preparing the Town’s Growth Management Plan, attached as Exhibit “A,” since March 2007; and

WHEREAS, over the last six (6) months, several public workshops with Town residents and business owners have been held in order to discuss and receive input on the proposed Growth Management Plan and vision for the Town; and

WHEREAS, on September 19, 2007, the Town Council, in its capacity as the Local Planning Agency, reviewed the proposed Growth Management Plan and recommended approval; and

WHEREAS, public notice and advertisement of the proposed Growth Management Plan has been provided in accordance with applicable law; and

WHEREAS, the Town Council finds adoption of this Growth Management Plan to be in the best interest and welfare of the Town.

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

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

Section 2. Adoption of the Comprehensive Plan (Growth Management Plan). Pursuant to Chapter 163, Florida Statutes, the Town Council of the Town of Cutler Bay hereby adopts the Town’s initial Comprehensive Plan (Growth Management Plan), attached as Exhibit “A” to this Ordinance.

Section 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall be effective immediately upon passage by the Town Council on second reading, except that the effective date of the Comprehensive Plan (the "Growth Management Plan") approved by this Ordinance shall be the date a final order is issued by the Department of Community Affairs or Administration Commission finding the Growth Management Plan in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. The Department of Community Affairs notice of intent to find the Growth Management Plan in compliance shall be deemed to be a final order if no timely petition challenging the Growth Management Plan is filed.

PASSED on first reading this _____ day of _____, 2007.

PASSED AND ADOPTED on second reading this ____ day of _____, 2007.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF CUTLER BAY ONLY:

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

Moved By:
Seconded By:

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 _____