



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

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, July 16, 2008, 7:00 PM
South Dade Regional Library
10750 SW 211th Street, 2nd Floor
Cutler Bay, Florida 33189

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

3. APPROVAL OF MINUTES

A. Council Meeting – June 18, 2008

TAB 1

4. REPORTS

A. TOWN MANAGER'S REPORT

B. TOWN ATTORNEY'S REPORT

C. BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS

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, DECLARING NO OBJECTION AND SUPPORTING THE CODESIGNATION BY THE FLORIDA LEGISLATURE, PURSUANT TO SENATE BILL 1604, DESIGNATING

TAB 2

SOUTH DIXIE HIGHWAY/US-1 (STATE ROAD 5), FROM SW 184TH STREET TO SW 112TH AVENUE, CUTLER BAY, FLORIDA, AS "CUTLER BAY BOULEVARD;" FURTHER DIRECTING THE TOWN MANAGER TO INSTRUCT THE DIRECTOR OF PUBLIC WORKS TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT SIX, FOR SIGN INSTALLATION WITHIN THE NEWLY DESIGNATED ROADWAY.

- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) PROJECT AGREEMENTS BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF CUTLER BAY FOR FRDAP PROJECT NUMBERS A9006 AND A9045; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 3

- C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CALLING AN ELECTION ON THE PROPOSED AMENDMENTS TO THE TOWN CHARTER TO BE HELD ON TUESDAY, NOVEMBER 4, 2008, PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF A SERIES OF PROPOSED CHARTER AMENDMENTS WHICH RESULTED FROM THE TOWN COUNCIL'S REVIEW OF THE RECOMMENDATIONS OF THE TOWN'S CHARTER REVISION COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR EFFECTIVE DATE.

TAB 4

- D.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PURCHASING, APPROVING THE PURCHASE OF FOUR (4) MOTOR VEHICLES FOR THE POLICE DEPARTMENT, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MANAGER TO PURCHASE MOTOR VEHICLES AND RELATED EQUIPMENT FROM MAROONE CHEVROLET IN AN AMOUNT NOT TO EXCEED \$116,175.50 EXECUTE ANY REQUIRED DOCUMENTS; WAIVING COMPETITIVE BIDS PURSUANT TO TOWN CHARTER SECTION 3.10, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 5

- E.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IN SUPPORT OF LEGISLATION TO RESTRICT THE USE OF PLASTIC SHOPPING BAGS, OR IN THE

TAB 6

ALTERNATIVE TO REPEAL THE BAN ON LOCAL AND STATE REGULATION OF THE USE OF PLASTIC SHOPPING BAGS; AND PROVIDING AN EFFECTIVE DATE. (MACDOUGALL)

- F. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA; DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE CLERK OR HER DESIGNEE TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER AND TAX COLLECTOR OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 7

- G. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING THE STATE OF FLORIDA'S PURCHASE OF NEARLY 300 SQUARE MILES OF LANDS FOR EVERGLADES RESTORATION; URGING THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO CONTINUE PURCHASING ENVIRONMENTALLY SENSITIVE LAND WITHIN THE TOWN; PROVIDING FOR TRANSMITTAL TO THE STATE; AND PROVIDING FOR AN EFFECTIVE DATE. (VROOMAN)

ADD-ON

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)

- B. AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 07-30 RELATING TO "DANGEROUS INTERSECTION SAFETY REGULATIONS" BY AMENDING THE NOTICE AND INTRODUCTORY PERIOD; PROVIDING FOR INCLUSION WITHIN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

TAB 8

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, August 20, 2008, 7:00 P.M.
South Dade Government Center, Room 203
10710 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, June 18, 2008, 7:00 PM
South Dade Regional Library
10750 SW 211th Street, 2nd Floor
Cutler Bay, Florida 33189

1. CALL TO ORDER/ROLL CALL OF MEMBERS: The meeting was called to order by the mayor at 7:00PM. 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 Clerk Erika Santamaria
Town Attorney Mitchell Bierman
Town Attorney Chad Friedman

2. PROCLAMATIONS, AWARDS, PRESENTATIONS:

A. Nicholas Grossi, the Whispering Pines Elementary fifth grade essay contest winner read his essay on how the Town of Cutler Bay can benefit on going green.

B. Honorable Senator Larcenia Bullard and Honorable Representative Julio Robaina gave a presentation on recent legislative issues and major bills that have passed which will benefit the Town and as citizens of the county and the state. The mayor presented proclamations to the Senator and Representative for their service to the town.

C. The mayor presented a proclamation to Luciane Barroca for her service on the Citizens Crime Watch within The Enclaves and her nomination for the Chairperson of the Year.

3. APPROVAL OF MINUTES:

A. Councilmember Bell corrected a portion of the minutes stating that the minutes mistakenly showed she had made a motion and second, the correction was noted by the town clerk. Vice Mayor MacDougall made a motion approving the minutes of the meeting on May 21, 2008. The motion was seconded by Councilmember Sochin and adopted by a unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

4. REPORTS

A. TOWN MANAGER'S REPORT

The town manager first stated that there is an item to be added to the agenda creating item 7B under ordinances for first reading. He also requested to withdraw items 9A and 9B under

ordinances for second reading indefinitely until the budget is prepared. He discussed that several town staff members joined him in meeting with the Miami-Dade County Parks Department in reference to taking over Lakes by the Bay Park. Discussions in reference to the park will be ongoing in the next several months. He reported that the road transfer agreement has been signed and many of the roads and rights-of-way within town limits are owned by the town. The manager introduced Major Julie Miller, the town commander, who began to provide a police report. Major Miller then introduced the two new additions to the police department, Lieutenant Eugenio Fernandez and Captain Stephen Smith. The manager stated that the Cutler Ridge Park summer camp has close to 300 children enrolled for the program. He reported that the four school buses purchased from the Miami-Dade School Board have been painted and detailed and will be utilized for the summer camp program and for emergency events within the town. The town manager discussed that there were county funds available for improving the bridge on Caribbean Boulevard and placing of a median, discussions are still pending for the project. He reported that there is a potential opportunity of purchasing and acquiring a parcel for a future park on SW 216th and Old Cutler Road. It was the general consensus of the council to nominate Vice Mayor MacDougall to assist the manager in negotiating a reasonable purchase price with the current property owner.

B. TOWN ATTORNEY'S REPORT

The town attorney reported that the firm has been selected to represent other municipalities within the county and Broward county. He stated that the firm is also growing due to the addition of eight attorneys that specialize in different areas of the law. He also reminded the council that the budget process will commence shortly and he will be working with staff to meet state requirements.

C. BOARD AND COMMITTEE REPORTS, COUNCIL ANNOUNCEMENTS

Councilmember Meerbott reported that he had met with the Economic Development Council to attract restaurants and retail businesses to Cutler Bay.

Councilmember Sochin stated that he had his first WiFi committee meeting; he reported that it was a great success and shall report any further advancement at a later date.

5. CONSENT AGENDA:

A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE JOINT USE AGREEMENT BETWEEN MIAMI-DADE COUNTY PUBLIC SCHOOLS AND THE TOWN OF CUTLER BAY RELATING TO THE USE OF CUTLER RIDGE PARK BY THE SCHOOL AND THE RECREATION FIELD AT CUTLER RIDGE ELEMENTARY SCHOOL BY THE TOWN; PROVIDING FOR THE APPROVAL OF THE JOINT USE AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR THE AUTHORIZATION OF THE TOWN MANAGER TO ENTER INTO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE INTERLOCAL

AGREEMENT BETWEEN THE MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION (MPO) AND THE TOWN OF CUTLER BAY FOR THE CUTLER BAY TRANSPORTATION MASTER PLAN; PROVIDING FOR THE AUTHORIZATION OF THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- D.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA APPROVING THE PROJECT AGREEMENT BETWEEN THE CORRADINO GROUP, INC. AND THE TOWN CUTLER BAY FOR PREPARATION OF THE TRANSPORTATION MASTER PLAN; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

- G.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR CUTLER RIDGE ELEMENTARY SCHOOL AREA PAVING AND DRAINAGE IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Bell pulled Items B and F. Vice Mayor MacDougall pulled Item E.

Councilmember Meerbott made a motion to approve the Consent Agenda as amended with pulled Items B, E, and F. The motion was seconded by Councilmember Bell and Resolutions 08-31, 08-33, 08-34, and 08-37 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolution by title:

- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH BUXTON COMMUNITY ID TO DEVELOP A JOINT RETAIL ECONOMIC DEVELOPMENT STRATEGY FOR THE TOWN OF CUTLER BAY AND THE VILLAGE OF PALMETTO BAY AND WAIVING THE REQUIREMENT FOR BIDDING OF THE CONTRACT IN ACCORDANCE WITH SECTION 3.10 OF THE TOWN CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

After some discussion, Councilmember Meerbott made a motion to approve the resolution. The motion was seconded by Councilmember Bell and Resolution 08-32 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

- E. A RESOLUTION OF THE TOWN OF CUTLER BAY, FLORIDA, ESTABLISHING CUTLER BAY TOWN FOUNDATION, INC.; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO CREATE CUTLER BAY TOWN FOUNDATION, INC.; AUTHORIZING THE MAYOR AND APPROPRIATE TOWN PERSONNEL TO EXECUTE REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor MacDougall made a motion to approve the resolution. The motion was seconded by Councilmember Meerbott and Resolution 08-35 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

- F. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH CORZO, CASTELLA, CABALLO, THOMPSON, AND SALMAN (C3TS), INC. FOR THE COMPLETION OF A COMPREHENSIVE ROADWAY & SIDEWALK ASSESSMENT REPORT AND DEVELOPMENT OF A CAPITAL IMPROVEMENT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

After brief discussion, Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Vice Mayor MacDougall and Resolution 08-36 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The council meeting was briefly recessed at 8:25 p.m. to commence the Local Planning Agency. The council meeting was reconvened at 8:35 p.m.

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)

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

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA REPEALING AND REPLACING CHAPTER 8AA, ARTICLE I, II AND III OF THE TOWN CODE OF ORDINANCES TO PROVIDE TERMS AND CONDITIONS FOR THE PLACEMENT AND MAINTENANCE OF COMMUNICATIONS FACILITIES OR SYSTEMS, ANTENNAS, EQUIPMENT FACILITIES, AND OTHER VERTICAL STRUCTURES IN THE TOWNS PUBLIC RIGHTS-

OF-WAY FOR THE PROVISION OF COMMUNICATIONS, CABLE AND VIDEO SERVICES; PROVIDING FOR ENFORCEMENT AND ADMINISTRATION; PROVIDING FOR RESERVATION OF RIGHTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The town attorney gave a brief overview of the ordinance.

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

- B.** AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 07-30 RELATING TO "DANGEROUS INTERSECTION SAFETY REGULATIONS" BY AMENDING THE NOTICE AND INTRODUCTORY PERIOD; PROVIDING FOR INCLUSION WITHIN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

The town attorney discussed the details of the ordinance.

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

8. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)

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

- A.** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 33 "ZONING" ARTICLE VI "SIGNS" IN ORDER TO REVISE THE PROCEDURAL AND SUBSTANTIVE REGULATIONS OF SIGNS IN THE TOWN AND PROVIDE FOR AMORTIZATION OF CERTAIN TYPES OF NONCONFORMING OR PROHIBITED SIGNS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. **(BELL)**

The mayor opened the public hearing. John Herin, 150 West Flagler Street, addressed the Council.

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

9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED):

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

- C. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR A MORATORIUM ON DEVELOPMENT WITHIN THE TOWN; PROVIDING FOR EXEMPTIONS; PROVIDING FOR WAIVERS; PROVIDING FOR SEVERABILITY; PROVIDING PROCEDURES FOR VESTED RIGHTS AND JUDICIAL REVIEW FOR THE SPECIFIC MATTERS ADDRESSED HEREIN; PROVIDING FOR A TERM; PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

The mayor opened the public hearing. John Herin, 150 West Flagler Street and Tom Condon, 19641 Holiday Road, addressed the Council.

Councilmember Bell made a motion to approve the ordinance. The motion was seconded by Councilmember Sochin and Ordinance 08-12 was approved by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, 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: Steve Zarzecki, 9640 Martinique Drive, Bill Meiklejohn, 9311 Sterling Drive, John Herin, 150 West Flagler Street, Louise Lockwood, 9071 Ridgeland Drive and Tan Johnson, 11111 Southwest 196 Street.

11. MAYOR AND COUNCIL COMMENTS

Councilmember Meerbott stated that he was extremely proud of the state funding for the various projects for Cutler Bay. He reminded members of the public that there will be a patriotic celebration on June 28th at Holy Rosary Church.

Councilmember Sochin commended Mr. Bill Meiklejohn for his efforts with the Pinewood Villas clean-up project.

Councilmember Bell recommended that a workshop be considered for businesses to ask questions about the sign ordinance proposed at this meeting. She also thanked Patty from the Miami Herald for her article on Jim Shiver and she would like to dedicate a tree at Cutler Ridge Park in Mr. Shiver's honor.

Vice Mayor MacDougall also thanked Mr. Meiklejohn for his clean-up efforts at Pinewood Villas. He also requested an update on the Communications committee from the town clerk. The town clerk

reported that there is still one appointment pending from a councilmember, but that she is confident that the first meeting will take place before the next council meeting.

Mayor Vrooman commented that Miami will be hosting the ULI conference and booths will be set-up, he recommended that we should have a booth representing the town. He stated that in a recent conversation with the manager of Winn-Dixie, the implementation of the shopping cart ordinance has saved the store money and shopping cart losses are at a minimum.

12. OTHER BUSINESS:

13. ADJOURNMENT

The next council meeting will be held on July 16, 2008 at South Dade Regional Library.

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 16th day of July, 2008.*

Paul S. Vrooman, Mayor

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

TAB 2

RESOLUTION NO. 08-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, DECLARING NO OBJECTION AND SUPPORTING THE CODESIGNATION BY THE FLORIDA LEGISLATURE, PURSUANT TO SENATE BILL 1604, DESIGNATING SOUTH DIXIE HIGHWAY/US-1 (STATE ROAD 5), FROM SW 184TH STREET TO SW 112TH AVENUE, CUTLER BAY, FLORIDA, AS "CUTLER BAY BOULEVARD;" FURTHER DIRECTING THE TOWN MANAGER TO INSTRUCT THE DIRECTOR OF PUBLIC WORKS TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT SIX, FOR SIGN INSTALLATION WITHIN THE NEWLY DESIGNATED ROADWAY.

WHEREAS, Florida Statute 334.071, entitled "Legislative designation of transportation facilities," states that erection of markers shall be contingent upon the appropriate city or county commission passing a resolution in support of the particular honorary designation; and

WHEREAS, pursuant to the request made by the Florida Department of Transportation ("FDOT") for honorary designation of roads located in the Town of Cutler Bay ("Town"), the Cutler Bay Town Council has no objections and supports Senate Bill 1604; and

WHEREAS, Senate Bill 1604, adopted by the Florida Legislature, designated a state transportation facility ("roadway") that is located within the Town at South Dixie Highway/US-1 (State Road 5), from SW 184th Street to SW 112th Avenue, Cutler Bay, Florida, as "Cutler Bay Boulevard;"

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 the Designation. The Cutler Bay Town Council declares no objection and supports the designation by the Florida Legislature, pursuant to Senate Bill 1604, designating South Dixie Highway/US-1 (State Road 5), from SW 184th Street to SW 112th Avenue, Cutler Bay, Florida, as "Cutler Bay Boulevard."

Section 3. Authorization of the Town Manager. The Town Manager is directed to instruct the Director of Public Works to transmit a copy of this Resolution to FDOT, District Six, for sign installation within the newly designated roadways.

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

PASSED and ADOPTED this ____ day of _____, 2008.

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 3



MEMORANDUM

To: Honorable Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: July 16, 2008

Re: Florida Department of Environmental Protection FRDAP Grant Agreements

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) PROJECT AGREEMENTS BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF CUTLER BAY FOR FRDAP PROJECT NUMBERS A9006 AND A9045; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

In September 2007, the Parks and Recreation Department submitted two grant applications to the Florida Department of Environmental Protection (DEP) for the Florida Recreation Development Assistance Program (FRDAP). Both applications, in the amount of \$200,000 each, were for the acquisition of vacant property near Lincoln City Park and for improvements to Saga Bay Park. The Town has been advised that it has been awarded funding for both projects. However, due to State budget limitations, the award amount was reduced to \$135,500.00 for each project. A dollar for dollar cash match has been provided in the Town's budget as required by the grant agreement.

The acquisition funding will assist in the purchase of approximately 1.3 acres at the corner of Old Cutler Road and SW 216th Street. The Saga Bay Park project will include the installation of two additional tennis courts with lights, a playground cover and new surfacing for the existing playground.

RECOMMENDATION

We recommend that the attached resolution be adopted authorizing the Town Manager to execute the agreements between the Town and the Florida Department of Environmental Protection.

RESOLUTION NO. 08-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) PROJECT AGREEMENTS BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF CUTLER BAY FOR FRDAP PROJECT NUMBERS A9006 AND A9045; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) has submitted one acquisition grant application and one development grant application to the Florida Department of Environmental Protection 2008-2009 Florida Recreation Development Assistance Program; and

WHEREAS, the Department of Environmental Protection (DEP) has notified the Town that it has been awarded both grants to be funded by the Florida Legislature during the State’s 2008-2009 fiscal year; and

WHEREAS, the Town will receive funding in the amount of \$135,600.00 for park acquisition and \$135,500.00 for Saga Bay Park improvements.

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 FRDAP Project Agreements for Project Numbers A9006 (for park acquisition) and A9045 (for park development) attached hereto as Exhibit “A,” are hereby approved.

Section 3. **Town Manager Authorized.** The Town Manager is authorized to execute the FRDAP Project Agreements for Project Numbers A9006 and A9045 on behalf of the Town.

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

PASSED and ADOPTED this ____ day of _____, 2008.

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 _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
PROJECT AGREEMENT (SFY 2008-09) - Acquisition

This PROJECT AGREEMENT is entered into this __ ~~DO NOT DATE~~ _____, 2008, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the DEPARTMENT, and the TOWN OF CUTLER BAY, hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes; and chapter 62D-5, Part V, Florida Administrative Code, effective August 15, 2004, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall apply to this PROJECT AGREEMENT.
2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the PROJECT known as Gateway Park (Florida Recreation Development Assistance Program (FRDAP), FRDAP Project Number A09006), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the acquisition of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program, Commencement Documentation Checklist, DEP Form FPS-A034.

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3. All forms referenced in this PROJECT AGREEMENT may be found at www.dep.state.fl.us/parks/oirs. Further, the GRANTEE will also receive all applicable forms for administration of project with GRANTEE'S copy of the fully executed PROJECT AGREEMENT.
4. Within three (3) years from the completion date set forth in the Project Completion Certification, DEP Form FPS-A037, the GRANTEE shall construct, or cause to be constructed, certain public outdoor recreation facilities and improvements in accordance with the following development elements: Playground, picnic facilities, parking, landscaping and other related support facilities identified in the GRANTEE'S approved grant application. These elements may be modified by the DEPARTMENT if the GRANTEE shows good cause and the DEPARTMENT approves the modification.
5. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$135,600.00, which will pay the DEPARTMENT'S share of the cost of the PROJECT. DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	\$135,600.00	50%
GRANTEE Match:	\$135,611.00	50%
Type of Match:	Cash	

6. The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final request, the DEPARTMENT'S Grant Manager shall review the Completion Documentation Checklist and payment request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program, Completion Documentation Checklist, DEP Form FPS-A036, referenced in s. 62D-5.058(6)(g) of the RULE, the DEPARTMENT will approve the request for payment.
7. In addition to the invoicing requirements contained in the paragraph above, the DEPARTMENT will periodically request proof of a transaction (such as invoice or payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State guidelines (including cost allocation guidelines). When requested, this information must be provided within thirty (30) calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>, which GRANTEE shall follow.

8. The GRANTEE agrees to comply with the Division of Recreation and Parks' Financial Reporting Procedures, formerly known as the Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE, incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE'S adopted procurement procedures. Expenses representing the PROJECT costs, including the required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines for accounting for FRDAP funds disbursed for the PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.
9. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE'S eligible wages and salaries, unless approved in advance as described herein. Indirect costs that exceed 15% must be approved in advance in writing by the DEPARTMENT to be considered eligible PROJECT expenses.
10. It is understood by the GRANTEE that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
11. The State of Florida's performance and obligation to pay under this PROJECT AGREEMENT is contingent upon an annual appropriation by the Legislature. The GRANTEE understands that this PROJECT AGREEMENT is not a commitment of future appropriations.
12. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
13. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by GRANTEE prior to execution of this PROJECT AGREEMENT in accordance with s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.
14. Prior to commencement of PROJECT acquisition, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program, Commencement Documentation Checklist, DEP Form FPS-A034,

referenced in s. 62D-5.058(6)(f) of the RULE, to the DEPARTMENT. Upon determining that the documentation complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the acquisition.

15. This PROJECT AGREEMENT shall become effective upon execution by both parties and the GRANTEE shall complete acquisition of the PROJECT site by _____ (hereinafter referred to as the PROJECT completion date), at which time all payment requests and completion documentation will be due to the DEPARTMENT. The GRANTEE may request up to two (2) one-year extensions from the DEPARTMENT for good cause by the submission of a written request to the DEPARTMENT. Such request must be made prior to the PROJECT completion date. The GRANTEE understands during any extension period that the funds supporting this PROJECT AGREEMENT are subject to certification forward approval by the Governor's Office on June 30th each year. The GRANTEE understands and agrees that if the Governor's Office does not approve the DEPARTMENT'S request to certify the funds forward, the GRANTEE will not be eligible for reimbursement after the Governor's Office denies the certification forward.
16. The GRANTEE shall maintain books, records and documents directly pertinent to performance under this PROJECT AGREEMENT in accordance with generally accepted accounting principles consistently applied, including the PROCEDURE. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this PROJECT AGREEMENT and for five years following PROJECT AGREEMENT completion or resolution of any dispute arising under the PROJECT AGREEMENT. In the event any work is subcontracted, the GRANTEE shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
17. A. In addition to the requirements of the preceding paragraph, the GRANTEE shall comply with the applicable provisions contained in **Attachment 1, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment 1** summarizes the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of **Attachment 1**. A revised copy of **Exhibit 1** must be provided to the GRANTEE for each amendment which authorizes a funding increase or decrease. If the GRANTEE fails to receive a revised copy of **Exhibit 1**, the GRANTEE shall notify the DEPARTMENT'S Grant Manager to request a copy of the updated information.

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- B. The GRANTEE is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this PROJECT AGREEMENT. The GRANTEE shall consider the type of financial assistance (federal and/or state) identified in **Attachment 1, Exhibit 1** when making its determination. For federal financial assistance, the GRANTEE shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the GRANTEE shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The GRANTEE should confer with its chief financial officer, audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

18. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE'S noncompliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of the final reimbursement due the DEPARTMENT.
19. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
20. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT AGREEMENT, Workers' Compensation Insurance for all of its employees connected with the work of this PROJECT and, in case any work is subcontracted, the GRANTEE shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this PROJECT AGREEMENT is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.

21. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
22. The purchase of non-expendable personal property or equipment is not authorized under the terms of this PROJECT AGREEMENT.
23. For the purpose of this PROJECT AGREEMENT, the DEPARTMENT'S Grant Manager shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE'S Grant Manager, as identified in paragraph 25, or successor, shall act on behalf of the GRANTEE relative to the provisions of this PROJECT AGREEMENT. The GRANTEE, shall submit to the DEPARTMENT signed Project Status Reports, every January 5th, May 5th, and September 5th of each year summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT.
24.
 - A. The DEPARTMENT may terminate this PROJECT AGREEMENT at any time in the event of the failure of the GRANTEE to fulfill any of its obligations under this PROJECT AGREEMENT. Prior to termination, the DEPARTMENT shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the GRANTEE an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination and a reasonable time to cure the default, as provided in the DEPARTMENT'S notice under this paragraph.
 - B. The DEPARTMENT may terminate this PROJECT AGREEMENT after three years if the Governor does not approve certification forward of the grant funds.
25. Any and all notices required by this PROJECT AGREEMENT shall be deemed sufficient if delivered or sent by certified mail to the parties at the following addresses:

<u>GRANTEE'S Grant Manager</u>	<u>DEPARTMENT'S Grant Manager</u>
Mr. Alan Ricke Director 10720 Caribbean Boulevard Suite 105 Cutler Bay, FL 33189	Mary Ann Lee Florida Department of Environmental Protection 3900 Commonwealth Blvd., MS585 Tallahassee, Florida 32399-3000

26. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program.

27. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
28. This PROJECT AGREEMENT may be unilaterally canceled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other materials made or received by the GRANTEE in conjunction with this PROJECT AGREEMENT unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07, Florida Statutes.
29. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for noncompliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a refund was required and continues to accrue until the date the refund and interest are paid to the DEPARTMENT.
30. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in acquiring and developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to ensure that the GRANTEE will include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
31. The GRANTEE may subcontract work under this PROJECT AGREEMENT without the prior written consent of the DEPARTMENT'S Grant Manager. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract. It is understood and agreed by the GRANTEE that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
32. Land owned by the GRANTEE, which is acquired or developed with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 62D-5.059(1) of the RULE. The dedication must be recorded in the county property records by GRANTEE.
33. Failure to comply with the provisions of the RULE or the terms and conditions of this PROJECT AGREEMENT will result in termination of the PROJECT AGREEMENT by the DEPARTMENT. The DEPARTMENT shall give the

GRANTEE in violation of the RULE or this PROJECT AGREEMENT a notice in writing under paragraph 25 of the particular violations stating a reasonable time to comply. Failure of the GRANTEE to comply within the time period stated in the written notice shall result in cancellation of the PROJECT AGREEMENT and shall result in the imposition of the terms in Paragraph 29.

34. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the RULE shall control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall control over the Project Application documents.
35. If the DEPARTMENT determines that site control is not sufficient under the RULE, or has been compromised, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to comply. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall terminate this PROJECT AGREEMENT and shall impose the terms of Paragraph 29, if appropriate.
36. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP grant funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
37.
 - A. No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this PROJECT AGREEMENT.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list which may be found at http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/discriminatory_vendor_list. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
38. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.

39. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
40. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
41. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.
42. This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the DEPARTMENT.
43. The DEPARTMENT shall have no liability except as specifically provided in this PROJECT AGREEMENT.
44. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing in the form of an Amendment, duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

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

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

TOWN OF CUTLER BAY

By: _____
Division Director (or Designee)
Division of Recreation and Parks

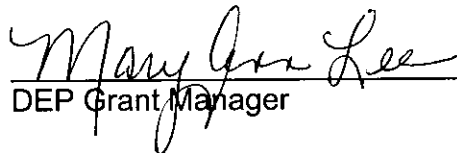
By: _____
Printed Name:
Title:

Date

Date

Address:
Office of Information and Recreation Services
Division of Recreation and Parks
3900 Commonwealth Boulevard
Mail Station 585
Tallahassee, Florida 32399-3000

Address:
10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189



DEP Grant Manager

Approved as to Form and Legality:
This form has been pre-approved as to form and legality by Suzanne Brantley, Assistant General Counsel, on June 12, 2008, for use for one year.

GRANTEE Attorney

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	<u>1</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT 1

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
A9045	LATF	FY2008-2009	37.017	Florida Recreation Development Assistance Program	140002

Total Award					
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

DEP Agreement No. A9045
CSFA Number: 37.017
CSFA Title: FRDAP

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
PROJECT AGREEMENT (SFY 2008-09) – Development

This PROJECT AGREEMENT is made and entered into this DO NOT DATE day of _____, 2008, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the DEPARTMENT, and the TOWN OF CUTLER BAY, hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes; and chapter 62D-5, Part V, Florida Administrative Code, effective August 15, 2004, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall apply to this PROJECT AGREEMENT.
2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as Saga Bay Park Improvements (Florida Recreation Development Assistance Program (FRDAP), FRDAP Project Number A09045), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the development of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Commencement Documentation Checklist, DEP Form FPS-A034.
3. All forms referenced in this PROJECT AGREEMENT may be found at www.dep.state.fl.us/parks/oirs. Further, the GRANTEE will also receive all

applicable forms for administration of project with GRANTEE'S copy of the fully executed PROJECT AGREEMENT.

4. The GRANTEE shall construct, or cause to be constructed, certain public outdoor recreation facilities and improvements consisting of the following PROJECT ELEMENTS: Tennis courts, playground shade structure, renovation of exercise trail, tennis courts, playground surface and other related support facilities, as identified in the GRANTEE'S approved Grant Application. These PROJECT ELEMENTS may be modified by the DEPARTMENT if the GRANTEE shows good cause and the DEPARTMENT approves the modification. PROJECT planning expenses cannot exceed 15% of the PROJECT cost to be eligible for reimbursement.
5. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$135,500.00, which will pay the DEPARTMENT'S share of the cost of the PROJECT. DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	<u>\$135,500.00</u>	<u>50%</u>
GRANTEE Match:	<u>\$135,500.00</u>	<u>50%</u>
Type of Match:	Cash, In-kind Services and/or Land Value	

If the total cost of the PROJECT exceeds the grant amount and the required match, the GRANTEE must pay the excess cost.

6. The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final request, the DEPARTMENT'S Grant Manager shall review the completion documentation and payment request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program Completion Documentation Form, DEP Checklist, FPS-A036, referenced in s. 62D-5.058(7)(d) of the RULE, the DEPARTMENT will approve the request for payment.
7. In addition to the invoicing requirements contained in the paragraph above, the DEPARTMENT will periodically request proof of a transaction (such as invoice or payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State guidelines (including cost allocation guidelines). When requested, this information must be provided within thirty (30) calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>, which GRANTEE shall follow.

8. The GRANTEE agrees to comply with the Division of Recreation and Parks' Financial Reporting Procedures, formerly known as the Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE, incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. A copy of this PROCEDURE has been provided with this PROJECT AGREEMENT and may also be found at <http://www.dep.state.fl.us/parks/oirs>. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE'S procurement procedures. Expenses representing the PROJECT costs, including the required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines for accounting for FRDAP funds disbursed for the PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.
9. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE'S eligible wages and salaries, unless approved in advance as described herein. Indirect costs that exceed 15% must be approved in advance in writing by the DEPARTMENT to be considered eligible PROJECT expenses.
10. It is understood by the GRANTEE that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
11. The State of Florida's performance and obligation to pay under this PROJECT AGREEMENT is contingent upon an annual appropriation by the Legislature. The GRANTEE understands that this PROJECT AGREEMENT is not a commitment of future appropriations.
12. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
13. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by GRANTEE prior to execution of this PROJECT AGREEMENT in accordance with s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.

14. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program, Commencement Documentation Checklist, DEP Form FPS-A034, referenced in s. 62D-5.058(7)(c) of the RULE, to the DEPARTMENT. Upon determining that the documentation complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the development.
15. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to completion of the PROJECT construction and shall certify that it has done so to the DEPARTMENT by completing the Project Completion Certification, FPS-A037, referenced in s. 62D-5.058(7)(d) of the RULE.
16. This PROJECT AGREEMENT shall become effective upon execution by both parties and the GRANTEE shall complete construction of all PROJECT ELEMENTS on or before April 30, 2011 (hereinafter referred to as the PROJECT completion date). Within 30 days from this date, all payment requests and completion documentation will be due to the DEPARTMENT.
17. Project completion means the PROJECT is open and available for use by the public. PROJECT must be designated complete prior to release of final reimbursement. See Rule 62D-5.054(41). Ten (10) percent of the total grant amount will be held until Completion Documents have been received and approved by the Department
18. The GRANTEE shall maintain books, records and documents directly pertinent to performance under this PROJECT AGREEMENT in accordance with generally accepted accounting principles consistently applied, including the PROCEDURE. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this PROJECT AGREEMENT and for five years following PROJECT AGREEMENT completion or resolution of any dispute arising under this PROJECT AGREEMENT. In the event any work is subcontracted, the GRANTEE shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
19. A. In addition to the requirements of the preceding paragraph, the GRANTEE shall comply with the applicable provisions contained in **Attachment 1 Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment 1** summarizes the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of **Attachment 1**. A revised copy of **Exhibit 1** must be provided to the GRANTEE for each amendment which authorizes a funding increase or decrease. If the GRANTEE fails to receive a revised copy of **Exhibit 1**, the GRANTEE shall notify the DEPARTMENT'S Grant Manager to request a copy of the updated information.

- B. The GRANTEE is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this PROJECT AGREEMENT. The GRANTEE shall consider the type of financial assistance (federal and/or state) identified in **Attachment 1, Exhibit 1** when making its determination. For federal financial assistance, the GRANTEE shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ____210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the GRANTEE shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:
<https://apps.fldfs.com/fsaa>

The GRANTEE should confer with its chief financial officer, audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

20. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE'S noncompliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of the final reimbursement due the DEPARTMENT.
21. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
22. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT AGREEMENT, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the GRANTEE shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this PROJECT AGREEMENT is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.

23. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
24. The purchase of non-expendable equipment is not authorized under the terms of this PROJECT AGREEMENT.
25. For the purpose of this PROJECT AGREEMENT, the DEPARTMENT'S Grant Manager shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE'S Grant Manager, identified in paragraph 26, or successor, shall act on behalf of the GRANTEE relative to the provisions of this PROJECT AGREEMENT. The GRANTEE, shall submit to the DEPARTMENT signed Project Status Reports, every January 5th, May 5th, and September 5th of each year summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them.
26. Any and all notices required by this PROJECT AGREEMENT shall be deemed sufficient if delivered or sent by certified mail to the parties at the following addresses:

<u>GRANTEE'S Grant Manager</u>	<u>DEPARTMENT'S Grant Manager</u>
<p>Mr. Alan Ricke Director 10720 Carribbean Boulevard Suite 105 Cutler Bay, FL 33189</p>	<p>Mary Ann Lee Florida Department of Environmental Protection 3900 Commonwealth Blvd., MS585 Tallahassee, Florida 32399-3000</p>

27. The GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the PROJECT is complete. The sign must be installed on the PROJECT site and approved by the DEPARTMENT before the final reimbursement request is processed.
28. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
29. This PROJECT AGREEMENT may be unilaterally canceled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the GRANTEE

in conjunction with this PROJECT AGREEMENT unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07, Florida Statutes.

30.
 - A. The DEPARTMENT may terminate this PROJECT AGREEMENT at any time in the event of the failure of the GRANTEE to fulfill any of its obligations under this PROJECT AGREEMENT. Prior to termination, the DEPARTMENT shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the GRANTEE an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.
 - B. The DEPARTMENT may terminate this PROJECT AGREEMENT after three years if the Governor does not approve certification forward of the PROJECT funds.
31. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for noncompliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a refund was required and continues to accrue until the date the refund and interest are paid to the DEPARTMENT.
32. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
33. The GRANTEE may subcontract work under this PROJECT AGREEMENT without the prior written consent of the DEPARTMENT'S Grant Manager. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract. It is understood and agreed by the GRANTEE that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
34. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 62D-5.059(1) of the RULE. Land under control other than by ownership of the GRANTEE, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the

completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the county property records by the owner, or by the GRANTEE if the owner has given GRANTEE authority to do so. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.

35. Failure to comply with the provisions of the RULE or the terms and conditions of this PROJECT AGREEMENT will result in termination of the PROJECT AGREEMENT by the DEPARTMENT. The DEPARTMENT shall give the GRANTEE in violation of the RULE or this PROJECT AGREEMENT a notice in writing under Paragraph 26 of the particular violations stating a reasonable time to comply. Failure to comply within the time period stated in the written notice shall result in termination of the PROJECT AGREEMENT and shall result in the imposition of the terms in Paragraph 31.
36. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the RULE shall control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall control over the Project Application documents.
37. If the DEPARTMENT determines that site control is not sufficient under the RULE, or has been compromised, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to comply. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall terminate this PROJECT AGREEMENT and shall impose the terms of Paragraph 31.
38. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP grant funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
39.
 - A. No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this PROJECT AGREEMENT.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list which may be found at

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/discriminatory_vendor_list. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

40. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
41. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
42. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
43. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.
44. This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the DEPARTMENT.
45. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing, in the form of an Amendment duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

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

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

TOWN OF CUTLER BAY

By: _____
Division Director (Designee)
Division of Recreation and Parks

By: _____
Printed Name:
Title:

DO NOT SIGN

Date

Date

Address:
Office of Information and Recreation Services
Division of Recreation and Parks
3900 Commonwealth Boulevard
Mail Station 585
Tallahassee, Florida 32399-3000

Address:
10720 Carribbean Boulevard
Suite 105
Cutler Bay, FL 33189



DEP Grant Manager

Grantee Attorney

Approved as to Form and Legality:
This form has been pre-approved as to form and legality by Suzanne Brantley, Assistant General Counsel, on June 12, 2008 for use for one year.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>1</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT 1

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT -- 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
A9045	LATF	FY2008-2009	37.017	Florida Recreation Development Assistance Program	\$135,500.00	140002

Total Award					
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.htm>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

TAB 4

RESOLUTION NO. 08-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CALLING AN ELECTION ON THE PROPOSED AMENDMENTS TO THE TOWN CHARTER TO BE HELD ON TUESDAY, NOVEMBER 4, 2008, PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF A SERIES OF PROPOSED CHARTER AMENDMENTS WHICH RESULTED FROM THE TOWN COUNCIL'S REVIEW OF THE RECOMMENDATIONS OF THE TOWN'S CHARTER REVISION COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, when the Town of Cutler Bay (the "Town") was incorporated in 2005, the Town adopted certain Charter provisions with the expectation that they would be revisited shortly after incorporation by the Town of Cutler Bay Charter Revision Commission (the "Charter Revision Commission"); and

WHEREAS, pursuant to the comprehensive review and recommendations of the Charter Revision Commission and subsequent Town Council review, the Town Council has determined that certain amendments (the "Charter Amendments") are needed to the Town Charter in order to create a new and up to date Town Charter document and to provide for certain additional amendments as provided herein; and

WHEREAS, pursuant to Sections 6.1 and 6.2 of the Town Charter and Section 6.03 of the Home Rule Charter of Miami-Dade, as applicable, the Town Council is required to submit the Charter Amendments to the electors of the Town for approval or rejection.

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

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Charter Amendments. That pursuant to Section 6.1 of the Town Charter and Section 6.03 of the Home Rule Charter of Miami-Dade County, the Town Charter of the Town of Cutler Bay, Florida, is hereby amended by amending Section 1.4 "Powers", Section 2.2 "Town Council", Section 2.3 "Election, Term of Office and Term Limits", Section 2.4 "Qualifications", Section 2.5 "Vacancies; Forfeiture of Office; Filling of Vacancies", Section 2.6 "Compensation; Reimbursement for Expenses", Section 2.7 "Recall", Section 3.1 "Town Manager", Section 3.4 "Acting Town Manager", Section 3.6 "Town Clerk", Section 3.9 "Town Boards, Agencies and/or Committees", Section 3.10 "Competitive Bid

Requirements/Purchasing”, Section 3.11 Technology”, Section 3.12 “Grants”, Section 3.13 “Ordinance on Sexual Predators”, Section 4.2 “Prohibitions”, Section 4.3 “Ordinances”, Section 4.4 “Emergency Ordinances”, Section 4.5 “Annual Budget Adoption”, Section 4.7 “Appropriation Amendments During the Fiscal Year”, Section 4.8 “Authentication, Recording and Disposition of Ordinances, Resolutions and Charter Amendments”, Section 4.9 “Tax Levy, Assessments and Fees”, Section 4.11 “Borrowing”, Section 5.1 “Elections” Section 6.2 “Charter Revision”, Section 7.2 “Conflicts of Interest; Ethical Standards”, Section 8.3 “Interim Adoption of Codes and Ordinances”; as to read as follows:¹

The Town Charter is amended to read as follows:

**TOWN OF CUTLER BAY
TOWN CHARTER**

Preamble

Citizens’ Bill of Rights

Article I. Corporate Existence, Form of Government, Boundary and Powers

Sec. 1.1 Corporate Existence

Sec. 1.2 Form of Government

Sec. 1.3 Corporate Boundary

Sec. 1.4 Powers

Sec. 1.5 Construction

Article II. Mayor, Vice-Mayor and Town Council

Sec. 2.1 Mayor and Vice-Mayor

Sec. 2.2 Town Council

Sec. 2.3 Election, Term of Office and Term Limits

Sec. 2.4 Qualifications

Sec. 2.5 Vacancies; Forfeiture of Office; Filling of Vacancies

Sec. 2.6 Compensation; Reimbursement for Expenses

Sec. 2.7 Recall

Article III. Administrative

Sec. 3.1 Town Manager

Sec. 3.2 Town Manager: Appointment, Qualifications and Removal

Sec. 3.3 Powers and Duties of the Town Manager

Sec. 3.4 Acting Town Manager

Sec. 3.5 Bond of Town Manager

Sec. 3.6 Town Clerk

Sec. 3.7 Town Attorney

Sec. 3.8 Expenditure of Town Funds

Sec. 3.9 Town Boards, Agencies and/or Committees

Sec. 3.10 Competitive Bid Requirement/Purchasing

Sec. 3.11 Technology

Sec. 3.12 Grants

Sec. 3.13 Ordinance on Sexual Predators

¹ / Proposed additions to existing Town Charter text are indicated by underline; proposed deletions from existing Town Charter text are indicated by ~~strikethrough~~. Proposed additions approved by the Town Council as Resolution 08-25 are *italicized and underlined*, proposed deletions already approved are ~~*italicized/strikethrough*~~.

Article IV. Legislative

Sec. 4.1 Council Meeting Procedure

Sec. 4.2 Prohibitions

Sec. 4.3 Ordinances

Sec. 4.4 Emergency Ordinances

Sec. 4.5 Annual Budget Adoption

Sec. 4.6 Fiscal Year

Sec. 4.7 Appropriation Amendments during the Fiscal Year

Sec. 4.8 Authentication, Recording and Disposition of Ordinances, Resolutions and
Charter Amendments

Sec. 4.9 Tax Levy, Assessments and Fees

Sec. 4.10 Independent Audit

Sec. 4.11 Borrowing

Article V. Elections

Sec. 5.1 Elections

Sec. 5.2 Initiative and Referendum

Sec. 5.3 Form of Ballots

Sec. 5.4 County Canvassing Board

Article VI. Charter Amendments and Abolishment of Municipality

Sec. 6.1 Procedure to Amend or Revoke or to Abolish Municipality

Sec. 6.2 Charter Revision

Article VII. General Provisions

Sec. 7.1 Severability and Conflict within the Charter

Sec. 7.2 Conflicts of Interest; Ethical Standards

Sec. 7.3 Town Personnel System

Sec. 7.4 Variation of Pronouns

Sec. 7.5 No Discrimination

Sec. 7.6 Lobbyist, Principals and Vendors

Sec. 7.7 Precedence over Related Laws

Article VIII. Transition Provisions

Sec. 8.1 Temporary Nature of Article

Sec. 8.2 Interim Governing Body

Sec. 8.3 Interim Adoption of Codes and Ordinances

Sec. 8.4 Taxes and Fees

Sec. 8.5 Initial Election of Town Council and Mayor

Sec. 8.6 Initial Expenditures

Sec. 8.7 First Fiscal Year and Budget

Sec. 8.8 Transitional Ordinances and Resolutions

Sec. 8.9 Town Name

Sec. 8.10 Interim Personnel

Sec. 8.11 Code Enforcement Amnesty

Article IX. Special Conditions

Sec. 9.1 Interlocal Agreement

Sec. 9.2 County Services

Sec. 9.3 Specialized Law Enforcement Services

Sec. 9.4 Local Police Patrol Services

Sec. 9.5 Regulatory Control

Sec. 9.6 Continuing Obligations as to County Bonds

Sec. 9.7 Favored Nation Status

Sec. 9.8 Rights of the Town

Sec. 9.9 Modifications

Sec. 9.10 Community Redevelopment

Sec. 9.11 In remembrance of those who lost their lives.

Sec. 9.12 Dedications, Conveyances, Covenants and Commitments

TOWN OF MUNICIPAL CHARTER

Charter Commission Note - The following is the cCharter of the tFown, as adopted by referendum on November 8, 2005, and effective on November 9, 2005.

On March 1, 2005, the Miami-Dade County Board of County Commissioners appointed the following residents as members of the (See Section 8.9) Charter Commission: Edward P. MacDougall, as Chair, Alfonsina Sergio, as Vice-Chair, Delleperche Joseph, as Secretary, Sandra K. Reyes-Nanni, and Eduardo Wolmers. The cCharter cCommission was represented by Edward P. Ludovici, Esq. as legal cCounsel during the drafting of this cCharter. The cCharter cCommission met during the months of March, April, May, June, July and August 2005 to draft the cCharter for the tFown.

PREAMBLE

We, the people of the tFown of (See Section 8.9), in order to secure for ourselves the benefits and responsibilities of home rule, in order to provide a municipal government to serve our present and future needs, do hereby adopt this cCharter.

CITIZENS' BILL OF RIGHTS

(A) This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administration management, to make government more accountable, and to insure to all persons fair and equitable treatment, the following rights are guaranteed:

- (1) Convenient Access. Every person has the right to transact tFown business with a minimum of personal inconvenience. It shall be the duty of the mMayor, the tFown cCouncil and the tFown mManager to provide, within budget limitations, reasonably convenient times and places for registration and voting, for required inspections, and for transacting business with the tFown.
- (2) Truth in Government. No municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.
- (3) Public Records. All audits, reports, minutes, documents and other public records of the tFown and its boards, agencies, departments and authorities shall be open for inspection at reasonable times and places convenient to the public.
- (4) Minutes and Ordinance Register. The tFown cClerk shall maintain and make available for public inspection an ordinance register separate from the minutes showing the votes of each member on all ordinances and resolutions listed by descriptive title. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than 30 days after the conclusion of the meeting.

(5) Right to be Heard. So far as the orderly conduct of public business permits, any interested person has the right to appear before the ~~t~~Town ~~c~~Council or ~~t~~Town agency, board or department for the presentation, adjustment or determination of an issue, request, or controversy within the jurisdiction of the ~~t~~Town. Matters shall be scheduled for the convenience of the public. The ~~t~~Town ~~c~~Council shall adopt agenda procedure and schedule hearings in a manner that will enhance the opportunity for public participation. Nothing herein shall prohibit any governmental entity or agency from imposing reasonable time limits and procedures for the presentation of a matter.

(6) Right to Notice. Persons entitled to notice of a ~~t~~Town hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

(7) No Unreasonable Postponements. No matter, once having been placed on a formal agenda by the ~~t~~Town, shall be postponed to another day except for good cause shown in the opinion of the ~~m~~Mayor, ~~t~~Town ~~c~~Council, board or agency conducting such meeting, and then only on condition that the affected person shall, upon written request, receive mailed notice of the new date of any postponed meeting. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing.

(8) Right to Public Hearing. Upon a timely written request from any interested party, and after presentation of the facts to and approval by the ~~c~~Council, a public hearing shall be held by any ~~t~~Town agency, board, department or authority upon any significant policy decision to be issued by it which is not subject to subsequent administrative or legislative review and hearing. This provision shall not apply to the ~~l~~Law ~~d~~Department of the ~~t~~Town nor to any person whose duties and responsibilities are solely advisory. At any zoning or other hearing in which review is exclusively by certiorari, a party or his/her counsel shall be entitled to present his/her case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross examination as may be required for a full and true disclosure of the facts. The decision of such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.

(9) Notice of Action and Reasons. Prompt notice shall be given of the denial in whole or in part of a request of an interested person made in connection with any ~~t~~Town administrative decision or proceeding when the decision is reserved at the conclusion of the hearing. The notice shall be accompanied by a statement of the grounds for denial.

(10) Managers' and Attorneys' Reports. The ~~t~~Town ~~m~~Manager and ~~t~~Town ~~a~~Attorney shall periodically make a public status report on all major matters pending or concluded within their respective areas of concern.

(11) Budgeting. In addition to any budget required by state statute, the tTown mManager shall prepare a budget showing the cost of each department for each budget year. Prior to the tTown cCouncil's first public hearing on the proposed budget required by state law, the tTown mManager shall make public a budget summary setting forth the proposed cost of each individual department and reflecting the personnel for each department, the purposes therefore, the estimated millage cost of each department and the amount of any contingency and carryover funds for each department.

(12) Quarterly Budget Comparisons. The tTown mManager shall make public quarterly report showing the actual expenditures during the quarter just ended against one quarter of the proposed annual expenditures set forth in the budget. Such report shall also reflect the same cumulative information for whatever portion of the fiscal year that has elapsed.

(13) Representation of Public. The mMayor shall endeavor to designate one or more individuals to represent the tTown at all proceedings before cCounty, sState and fFederal regulatory bodies, significantly affecting the tTown and its residents.

(B) The foregoing enumeration of citizens' rights vests large and pervasive powers in the citizenry of the tTown. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the tTown. The orderly, efficient and fair operation of government requires the participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.

(C) All provisions of this Bill of Rights shall be construed to be supplementary to and not in conflict with the general laws of Florida. If any part of this Bill of Rights shall be declared invalid, it shall not affect the validity of the remaining provisions.

ARTICLE I. CORPORATE EXISTENCE, FORM OF GOVERNMENT, BOUNDARY AND POWERS

Section 1.1 Corporate Existence.

A municipal corporation resulting from the election authorized by Resolution R-1318-04 adopted on November 30, 2004 by the Miami-Dade County Board of County Commissioners, which permitted the continuing process of incorporation of the area described in Section 1.3 below, originally known as Cutler Ridge and which shall hereafter be known by the name selected for the tTown pursuant to the process set forth in Section 8.9 herein below (the "Town") is hereby created pursuant to the Constitution of the State of Florida (the "State") and the Home Rule Charter of Miami-Dade County (the "County"). The corporate existence of the tTown shall commence November 9, 2005 or such other date as this charter is approved by election.

Section 1.2 Form of Government.

The tTown shall have a "cCouncil-mManager" form of government.

Section 1.3 Corporate Boundary.

The corporate boundaries of the tFown are generally described as follows bounded on the North by S.W. 184th Street (the South boundary of the Village of Palmetto Bay), bounded on the South by S.W. 232 Street, bounded on the East by Biscayne National Park and bounded on the West by the South Miami-Dade Transit Corridor (Bus Way) and SW 112 Avenue (Allapattah Road), as shown on the map on page 5. The Legal dDescription for the tFown is on Appendix "A" attached hereto. In case of a conflict between the Legal dDescription and the mMap, the Legal dDescription shall govern.

MAP OF TOWN

Section 1.4 Powers.

(A) The ~~t~~Town shall have all available governmental, corporate and proprietary powers and may exercise them except when prohibited by law. Through the adoption of this ~~c~~Charter, it is the intent of the electors of the ~~t~~Town to grant to the municipal government established by this ~~c~~Charter the broadest exercise of home rule powers permitted under the Constitution and laws of the State of Florida, and the Miami-Dade County Charter as amended from time to time including the ability to exercise such powers within and without its corporate boundaries to the extent constitutionally permitted.

(B) The only limitation concerning alienability of ~~t~~Town owned property is that there shall be no sale, exchange or lease in excess of five (5) years of any park property while it is being used for public purpose unless such sale, exchange or lease is approved by a majority vote at the next regularly scheduled election of the voters of the ~~t~~Town. This provision shall not apply to any valid written contractual obligations entered into prior to the effective incorporation date of this ~~t~~Town nor shall it apply to any ~~t~~Town owned educational facility, library property or parking facility not located in a park or any utility or access easements or rights-of-way. This provision is intended to restrict sales, exchanges or leases and shall not be applicable to any operating, management or other agreements.

Section 1.5 Construction.

This ~~c~~Charter and the powers of the ~~t~~Town shall be construed liberally in favor of the ~~t~~Town.

ARTICLE II. MAYOR, VICE-MAYOR AND TOWN COUNCIL

Section 2.1 Mayor and Vice-Mayor.

(A) Powers of the ~~m~~Mayor. The ~~m~~Mayor shall preside at meetings of the ~~c~~Council and be a voting member of the ~~c~~Council. In addition, the ~~m~~Mayor shall have the following specific responsibilities:

- (1) The ~~m~~Mayor shall present a ~~s~~State of the ~~t~~Town address annually.
- (2) The ~~m~~Mayor shall be recognized as head of the ~~t~~Town government for all ceremonial purposes, for purposes of military law, and for service of process.
- (3) The ~~m~~Mayor shall be the official designated to represent the ~~t~~Town in all dealings with other governmental entities.
- (4) The ~~m~~Mayor shall execute contracts, deeds and other documents on behalf of the ~~t~~Town as authorized by the ~~c~~Council.

(B) Vice-mMayor. During the absence or incapacity of the mMayor, the vVice-mMayor shall have all the powers, authority, duties and responsibilities of the mMayor.

Section 2.2 Town Council.

There shall be a tTown cCouncil (the " cCouncil ") vested with all legislative powers of the tTown. The cCouncil shall consist of the mMayor, vVice-mMayor, and three rResidential cCouncil members ("cCouncil members"). The tTown cCouncil shall have the power to pass all such ordinances and resolutions which are not contrary to this charter, the Home Rule Charter of Miami-Dade County, the Constitution and laws of the State of Florida or the United States of America its laws. The cCouncil shall not enact any ordinance or resolution that in any way infringes on the rights of its citizens as outlined in the Citizens' Bill of Rights in this charter. References in this cCharter to the cCouncil and/or cCouncil members shall include the mMayor and vVice-mMayor unless the context dictates otherwise. The cCouncil may create and appoint committees of the cCouncil, which may include non-cCouncil members. The members of each committee shall select a chair.

Section 2.3 Election, Term of Office and Term Limits.

(A) Election and Term of Office. Except for the initial election and terms of office specified in Article IX, the mMayor, vVice-mMayor and each cCouncil member shall be elected at-large for four year terms by the electors of the tTown in the manner provided in Article V of this cCharter and shall represent all areas of the town. Said term shall end upon the swearing in of his/her successor.

(B) Seats. Council members shall serve in seats numbered 1-3 described below, collectively "Seats." Individually each is a "Seat." One cCouncil member shall be elected to each sSeat.

(C) Residential Areas. Seats 1-3. The tTown shall be divided into three residential areas. Individually each is a "rResidential aArea" collectively "rResidential aAreas." One cCouncil member shall be elected to a sSeat from each rResidential aArea and shall represent all areas of the town. Council members from rResidential aAreas are collectively the "rResidential aArea cCouncil members-" or "district council members". Individually each is a "rResidential aArea cCouncil member." The rResidential aAreas corresponding to each sSeat are formally set forth below:

Seat 1

BEGIN at the intersection of the centerline of State Road 5 (US1) and the centerline of SW 184 Street; thence run Easterly along the centerline of said SW 184 Street, said centerline being the South boundary of the Village of Palmetto Bay and the North boundary of the tTown, to the centerline of SW 97 Avenue; thence South along the centerline of said SW 97 Avenue to the centerline of Franjo Road; thence Southeasterly along said centerline of Franjo Road to the centerline of Old Cutler Road (Ingraham Highway); thence southwesterly along said centerline of Old Cutler Road (Ingraham Highway) to the South line of Section 8, Township 56 South, Range 40 East; thence Westerly along the South line of said Section 8 (SW 216 Street) to the intersection with the Southerly extension of the East line of Tract "E" of CUTLER CANAL APARTMENTS III according to the plat thereof as recorded in Plat Book 139, page 79 of the Public Records of Miami-Dade County, Florida; thence Northerly along said Southerly extension of the East line of Tract "E" to the Southeast corner of said Tract "E"; the following 5 courses being along the Easterly line of said Tract "E"; (1) thence

Northerly for 160.00 feet; (2) thence Westerly for 16.07 feet; (3) thence Northerly for 705.00 feet; (4) thence Easterly for 23.21 feet; (5) thence Northerly for 250.00 feet to the Northeast corner of said Tract "E", thence Northerly along the Northerly extension of the East line of Tract "E" to the centerline of SW 212th Street; thence Westerly along said centerline of SW 212 Street to the intersection with the centerline of the canal right-of-way described in Official Record Book 1631, Page 643 and Official Record Book 1373, Page 613 of the Public Records of Miami-Dade County, Florida; thence Northerly along a line 25.00 feet East of and parallel with the West line of the Southwest one-quarter of the Northeast one-quarter of the Southwest one-quarter of the above mentioned Section 8 (said line being the centerline of said canal right-of-way) for 170.00 feet; thence Westerly along a line 135.00 feet North of and parallel with the South line of the Southeast one-quarter of the Northwest one-quarter of the Southwest one-quarter of said Section 8 (said line also being the centerline of said canal right-of-way) to the intersection with the center line of Canal C-1-N; thence Northerly and Northeasterly along said centerline of Canal C-1-N to the intersection with the Southerly extension of the East line of the Miami-Dade County Parks and Recreation Department property described in Official Record Book 19682, Page 4787 of the Public Records of Miami-Dade County, Florida; thence Northerly along the Southerly extension of the East line and the East line of said Miami-Dade County Parks and Recreation Department property to the Northeast corner of said Miami-Dade County Parks and Recreation Department property; thence westerly along the North line and the Westerly extension of the North line of said Miami-Dade County Parks and Recreation Department property, across State Road 821 (Homestead Extension of the Florida Turnpike) as shown on the Florida State Department of Transportation Right-of-way Map, Section 87005-2502, to the intersection with the Westerly Limited Access Right-of-Way line of said State Road 821 (Homestead Extension of the Florida Turnpike); thence Southerly along said Westerly Limited Access Right-of-Way line of said State Road 821 (Homestead Extension of the Florida Turnpike) to the intersection with the centerline of Canal C-1 (Black Creek Canal); thence Westerly following said centerline of Canal C-1 (Black Creek Canal) to the intersection with the West line of the Southeast one-quarter of Section 7, Township 56 South, Range 40 East, Miami-Dade County, Florida, lying in SW 112th Avenue (Allapattah Road); thence Northerly along said West line of the Southeast one-quarter and the West line of the Northeast one-quarter of said Section 7 (SW 112th Avenue and its Northerly extension) to the intersection with the Southeasterly right-of-way line of the South Miami-Dade Transit Corridor (Busway) as recorded in Official record Book 20119, page 0538 of the Public Records of Miami-Dade County, Florida; Thence Northeasterly along said Southeasterly right-of-way line of the South Miami-Dade Transit Corridor (Busway), across Sections 7, 6 and 5, Township 56 South, Range 40 East Miami-Dade County, Florida, to the centerline of SW 186th Street; thence Easterly along said centerline of SW 186th Street to the centerline of State Road 5 (U.S. 1) according to the Florida Department of Transportation Right-of-Way Map recorded in Plat Book 124, Page 56 of the Public Records of Miami-Dade County, Florida; thence Northeasterly along said centerline of State Road 5 (U.S. 1) to the centerline of SW 184th Street and the POINT OF BEGINNING.

Seat 2

BEGIN at the intersection of the centerline of SW 184 Street (Eureka Drive) and the centerline of SW 97 Avenue; thence run East along the centerline of said SW 184 Street, said centerline being the South boundary of the Village of Palmetto Bay and the North boundary of the Town, to the Western Boundary line of Biscayne National Park, thence run Southerly, Westerly and Southerly along the Western Boundary line of Biscayne National Park to the centerline of S W 208 Street, thence run

West along the centerline of SW 208 Street and its Westerly extension to the intersection with the Southerly extension with the centerline of SW 78 Avenue; thence Northerly along the Southerly extension of the centerline of SW 78 Avenue to the centerline of SW 207 Street; thence Westerly along the centerline of SW 207 Street to the centerline of SW 87 Avenue, thence run Northerly along the centerline of SW 87 Avenue to the centerline of Old Cutler Road (Ingraham Highway); thence run Southwesterly along the centerline of said Old Cutler Road (Ingraham Highway) to the centerline of Franjo Road, thence run Northwesterly along the centerline of Franjo Road to the centerline of SW 97 Avenue; thence Northerly along the centerline of SW 97 Avenue to the centerline of SW 184 Street and the POINT OF BEGINNING.

Seat 3

BEGIN at the Southeast corner of Section 17, Township 56 South, Range 40 East, Miami-Dade County, Florida (the intersection of SW 97 Avenue and theoretical SW 232nd Street); thence Northerly along the East line of the Southeast one-quarter of said Section 17 (SW 97 Avenue) to the intersection with the North line of the South three-quarters of the Southeast one-quarter of the Southeast one-quarter of said Section 17; thence Westerly along said North line of the South three-quarters of the Southeast one-quarter of the Southeast one-quarter of Section 17 (theoretical SW 228 Street) to the intersection with the Southerly extension of the East line of Sunset Apartments ~~SUNSET APARTMENTS~~ according to the plat thereof as recorded in Plat Book 156, Page 89 of the Public Records of Miami-Dade County, Florida; thence Northerly along said Southerly extension of the East line of Sunset Apartments ~~SUNSET APARTMENTS~~, the East line of Sunset Apartments ~~SUNSET APARTMENTS~~ and the Northerly extension of the East line of said Sunset Apartments ~~SUNSET APARTMENTS~~ to the centerline of SW 224 Street as shown on said Sunset Apartments ~~SUNSET APARTMENTS~~; thence Westerly and Northwesterly along the centerline of said SW 224 Street to the centerline of Old Cutler Road (Ingraham Highway) as described in Official Record Book 3097, page 272 of the Public Records of Miami-Dade County, Florida; thence Northeasterly along said centerline of Old Cutler Road (Ingraham Highway) to the centerline of SW 87 Avenue. Thence South along the centerline of said SW 87 Avenue to the centerline of SW 207 Street. Thence east along the centerline of said SW 207 Street to the centerline of SW 78 Avenue; thence Southerly along the Southerly extension of SW 78 Avenue to the intersection with the westerly extension of the centerline of SW 208 Street; thence easterly along said westerly extension and along the centerline of SW 208 Street to the western boundary of Biscayne National Park; thence Southerly and Southwesterly along said Western boundary of Biscayne National Park to theoretical centerline of SW 232 Street. Thence west along said centerline of SW 232 Street to the Southeast corner of said Section 17; and the POINT OF BEGINNING.

(D) Affiliations. Each person running for elected office shall run independently.

(E) Term Limits. No person shall serve as ~~m~~Mayor or ~~v~~Vice-~~m~~Mayor for more than ~~twelve eight~~ (128) consecutive years. No person may serve ~~on the~~ as a district cCouncil member for more than ~~twelve eight~~ (128) consecutive years. No person may serve as a combination of ~~m~~Mayor, ~~v~~Vice-~~m~~Mayor and district cCouncil member for more than ~~Sixteen Twelve~~ (162) consecutive years. Notwithstanding the above, the seat 1 district cCouncil member, the seat 3 district cCouncil member and the ~~m~~Mayor elected in the 2005 election may serve for a maximum of ~~twelve eight~~ (128) years and eight (8) months (until the 2018~~4~~ election), the seat 2 district cCouncil member and the ~~v~~Vice-

mMayor elected in the 2005 election may serve for a maximum of ~~ten six~~ (106) years and eight (8) months (until the 2016~~2~~ election).

Section 2.4 Qualifications.

Candidates for mMayor, vVice-mMayor or cCouncil member shall qualify for election by the filing of a written notice of candidacy with the tTown cClerk no earlier than ~~noon on the first workday in January and no later than noon on the 14th day following the first weekday in January of the calendar year in which the election is to be held or if said 14th day is a holiday then by noon of the last workday prior to the said 14th day ("Qualifying Date")~~75 days prior to the election date scheduled by the Miami-Dade County Supervisor of Elections for the first Tuesday following the first Monday in November (the "Election Date"), and no later than 60 days prior to the election date (the "qualifying date"), and paying to the tTown cClerk a qualifying fee of \$100.00, in addition to any fees required by Florida Statutes. In the event the election date is changed to a date other than the first Tuesday following the first Monday in November pursuant to section 5.1C of this charter, then the qualifying period shall also be adjusted and shall commence no more than 75 days before the election date and end 14 days thereafter. Provided however, that the qualifying period shall always begin and end on a weekday that is not a legal holiday. A person may not be a candidate for more than one office in the same election. Only electors of the tTown, as defined by Section 5.1(a), who have resided continuously in the tTown for at least two years preceding their qQualifying dDate shall be eligible to hold the oOffice of mMayor, vVice-mMayor or cCouncil member. In addition, a person may not be a candidate for a rResidential cCouncil member sSeat unless that person has resided in the rResidential aArea s/he seeks to represent continuously for a period of one year preceding his/her qQualifying dDate. If at the conclusion of the qualifying period no elector has filed or qualified for a sSeat, then the qualifying period for that sSeat shall be reopened for a period of five business days and any qualified elector who resides in the relevant rResidential aArea and has resided continuously in the tTown for at least two years may file a written notice of candidacy for the sSeat in accordance with the provisions of this sSection. This sSection complies with the conditions of incorporation approval detailed in Section 20-27(B) of the Miami-Dade County Code, which may be amended from time to time. Pursuant to Article V of the Miami-Dade County Home Rule Charter, any modifications to this sSection will require all approvals normally required by the municipal charter, and approval by an affirmative vote of 2/3rds of the members of the Board of County Commissioners then in office, prior to a vote of qualified municipal electors.²

Section 2.5 Vacancies; Forfeiture of Office; Filling of Vacancies.

(A) Vacancies. The office of a cCouncil member shall become vacant upon his/her death, resignation, disability, suspension or removal from office in any manner authorized by law or by forfeiture of his/her office.

(B) Forfeiture of Office

² As noted previously, the proposed changes to Section 2.4 were approved by the Town Council at the April 28, 2008 meeting as a part of Resolution 08-25. Because of the time required for the subsequent, required approval of the Board of County Commissioners, it was prepared for and presented to the Town Council in advance of the other amendments contained herein.

- (1) Forfeiture by disqualification. The ~~m~~Mayor, ~~v~~Vice-~~m~~Mayor Vice-~~m~~Mayor or ~~c~~Council member, shall forfeit his/her office if at any time during his/her term s/he:
- (a) ceases to maintain his/her permanent residence in the ~~t~~Town.
 - (b) in the case of a ~~r~~Residential ~~a~~Area ~~c~~Council member, upon his/her ceasing to reside in his/her respective ~~r~~Residential ~~a~~Area; a ~~r~~Residential ~~a~~Area ~~c~~Council member shall not forfeit his/her office under this paragraph if, in the process of relocating within a ~~r~~Residential ~~a~~Area, s/he lives outside of his/her ~~r~~Residential ~~a~~Area but within the ~~t~~Town for a period of no more than 90 days.
 - (c) intentionally commits any prohibited act pursuant to this charter as determined by a court of law.
 - (d) otherwise ceases to be a qualified elector of the ~~t~~Town.
- (2) Forfeiture by absence. Any ~~m~~Member of the ~~t~~Town ~~c~~Council who fails to attend meetings without good cause for a period of ~~six-four~~ (4) consecutive months, shall immediately forfeit his or her office.
- (3) Procedures. The ~~c~~Council shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a ~~c~~Council member's office, including whether or not good cause for absence has been or may be established. The burden of establishing good cause shall be on the ~~c~~Council member in question; provided, however, that any ~~c~~Council member may at any time during any duly held meeting move to establish good cause for the absence of him/herself or the absence of any other ~~c~~Council member, from any past, present or future meeting(s), which motion, if carried, shall be conclusive. A ~~c~~Council member whose qualifications are in question, subject to due process or who is otherwise subject to forfeiture of his/her office, shall not vote on any such matters. The ~~c~~Council member in question shall be entitled to a public hearing upon request regarding an alleged forfeiture of office. If a public hearing is requested, notice thereof shall be published in one or more newspapers of general circulation in the ~~t~~Town at least one week in advance of the hearing. Any final determination by the ~~c~~Council that a ~~c~~Council member has forfeited his/her office shall be made by a minimum of three ~~majority of the~~ ~~c~~Council members by resolution. All votes and other acts of the ~~c~~Council member in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

(C) Filling of vacancies. A vacancy on the ~~c~~Council shall be filled as follows:

- (1) If less than six months remain in the unexpired term, the vacancy shall be filled by resolution of the ~~c~~Council, at its next regularly scheduled meeting.
- (2) If six months or more remain in the unexpired term, the vacancy shall be filled by resolution of the ~~c~~Council, at its next regularly scheduled meeting or a special meeting to be held no later than 30 days after the vacancy occurs. The nominee shall fill the vacancy until

the next scheduled countywide election in Miami-Dade County at which time an election shall be held to fill the vacancy for the balance of the term. However, if the cCouncil is unable to confirm a nominee, a special election to fill that vacancy shall be held no later than 90 days following the occurrence of the vacancy.

(3) If the mMayor's position becomes vacant, the vVice-mMayor shall complete the term of mMayor, even if said complete term shall cause the vVice-mMayor to exceed the term limits as specified in Section 2.3 (E). The vacancy of vVice-mMayor thus created shall be filled in the manner that the vacancy of a cCouncil member is generally filled under this aArticle. If the elected mMayor shall be returned to office, s/he shall automatically resume the duties of the office for the remainder of the term for which elected, and the vVice-mMayor shall be returned to complete the balance of his/her term. The appointment of the person to complete the term of the vVice-mMayor shall be automatically rescinded.

(4) A vacancy in sSeats 1-3 shall be filled by a qualified elector residing in the respective rResidential aArea. A vacancy for vVice-mMayor shall be filled by any qualified elector of the tTown.

(5) Persons filling vacancies shall meet the qualifications specified in this aArticle.

(6) If no candidate for a vacancy meets the qualifications under this aArticle for that vacancy, the cCouncil shall appoint a person qualified under this aArticle to fill the vacancy.

(7) In the event that the number of cCouncil mMembers to make a quorum are removed by death, disability, recall, forfeiture of office and/or resignation, the gGovernor of the State of Florida shall appoint additional interim cCouncil members to fill vacancies who shall call a special election within not less than 45 days or more than 60 days after such appointment. Such election shall be held in the same manner as the first elections under this cCharter; provided, however, that if there are less than six months remaining in any of the unexpired terms, such interim cCouncil appointee(s) by the gGovernor shall serve out the unexpired terms. Appointees must meet all requirements for candidates provided for in this aArticle.

Section 2.6 Compensation; Reimbursement for Expenses.

District eCouncil members and the vVice-mMayor shall receive compensation in the amount of \$500.00 per month and the mMayor shall receive compensation in the amount of \$1,000.00 per month. Notwithstanding the foregoing, the district council members and the vice-mayor shall receive compensation in the amount of \$1,000.00 per month and the mayor shall receive compensation in the amount of 2,000.00, per month which shall take effect subsequent to the 2012 election. These payments All compensation shall be increased, but not decreased, by CPI annually. Furthermore elected officials and authorized employees of the tTown shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties.

Section 2.7 Recall

The electors of the tTown shall have the power to recall and to remove from office any elected official of the tTown to the extent permitted by the Constitution and the laws of the State of Florida. The minimum number of electors of the tTown which shall be required to initiate a recall petition shall be ten percent (10%) of the total number of electors registered to vote, as certified by the county supervisor of elections, at the last regular in tTown elections as of the date an affidavit is filed pursuant to section 5.2 of this charter. The petition shall be handled in the same manner as all petitions as outlined in Section 5.2.

ARTICLE III. ADMINISTRATIVE

Section 3.1 Town Manager.

There shall be a tTown mManager (the "tTown mManager ") who shall be the chief administrative officer of the tTown. The tTown mManager shall be responsible to the cCouncil for the administration of all tTown affairs and for carrying out policies adopted by the cCouncil. The term, conditions, method of evaluation, and compensation of the tTown mManager shall be established by the cCouncil.

Section 3.2 Town Manager: Appointment, Qualifications and Removal.

The tTown mManager shall be appointed by a majority vote of the cCouncil. The tTown mManager shall be appointed on the basis of education and professional experience in the accepted competencies and practices of local government management. The tTown mManager shall be removed by a majority vote of the cCouncil. Any cCouncil mMember may nominate or move the hiring or firing of the tTown mManager.

Section 3.3 Powers and Duties of the Town Manager.

The mManager shall:

- (1) Be responsible for the appointing, hiring, promoting, supervising and removing of all tTown employees, except the tTown aAttorney and tTown cClerk and all of their employees.
- (2) Direct and supervise the administration of all departments and offices but not tTown boards or committees, unless so directed by the cCouncil from time to time;
- (3) Attend cCouncil meetings and have the right to take part in discussion but not the right to vote;
- (4) Ensure that all laws, provisions of this cCharter and directives of the cCouncil, subject to enforcement and/or administration by him/her or by employees subject to his/her direction and supervision, are faithfully executed;
- (5) Prepare and submit to the cCouncil a proposed annual budget and capital program;

- (6) Submit to the cCouncil and make available to the public an annual report on the finances and administrative activities of the tTown as of the end of each fiscal year;
- (7) Prepare such other reports as the cCouncil may require concerning the operations of tTown departments, offices, boards and agencies;
- (8) Keep the cCouncil fully advised as to the financial condition and future needs of the tTown and make such recommendations to the cCouncil concerning the affairs of the tTown as s/he deems to be in the best interests of the tTown;
- (9) Execute contracts and other documents on behalf of the tTown as authorized by the cCouncil;
- (10) Perform such other duties as are specified in this cCharter or as may be required by the cCouncil; and
- (11) Pursue the collection of all allowable fees and taxes and maximize financial reserves as is necessary to sustain the tTown and the service levels requested by the citizenry. Periodically compare fee structure to similarly sized municipalities to ensure fair and appropriate pricing.

Section 3.4 Acting Town Manager.

To perform his/her duties during his/her temporary absence or disability, the tTown mManager may designate by letter filed with the cCouncil, a qualified employee of the tTown to serve as acting town manager. In the event of failure of the tTown mManager to make such designation or should the cCouncil be dissatisfied with performance of the person designated, the cCouncil may appoint another employee to serve as aActing tTown mManager.

Section 3.5 Bond of Town Manager.

The tTown mManager shall furnish a surety bond to be approved by the cCouncil, and in such amount as the cCouncil may fix, said bond to be conditioned on the faithful performance of his/her duties. The premium of the bond shall be paid by the tTown.

Section 3.6 Town Clerk.

The tTown cCouncil shall appoint the tTown cClerk (the "tTown cClerk"). The tTown cClerk shall give notice of all cCouncil meetings and all other town meetings required to be publicly noticed to its council members and the public, and shall keep minutes of the cCouncil's proceedings. The tTown cClerk shall perform such other duties as the tTown cCouncil may prescribe from time to time. The tTown cClerk shall report to the tTown cCouncil. The tTown cClerk may be removed by the tTown cCouncil. The tTown cClerk shall maintain the seal of the tTown and attest the mMayor's or mManager's signature, as the case may be, on all documents if needed. The town clerk shall be responsible for the appointing, hiring, promoting, supervising and removing of all employees of the office of the town clerk as authorized by the town council in the annual budget or as otherwise provided by resolution or ordinance.

Section 3.7 Town Attorney.

The cCouncil shall hire an individual attorney or law firm to act as the tTown aAttorney under such terms, conditions, and compensation as may be established by the cCouncil. The tTown aAttorney shall report to the cCouncil and may be removed by majority vote of the cCouncil.

Section 3.8 Expenditure of Town Funds.

No funds of the tTown shall be expended except pursuant to duly approved appropriations.

Section 3.9 Town Boards, Agencies and/or Committees.

The cCouncil may establish or terminate such boards, agencies and/or committees as it deems advisable from time to time. The council shall establish procedures for appointing town residents to boards, agencies and/or committees provided however that all appointments shall be for residents at large and shall not be restricted to appointees from particular residential districts, except as otherwise provided by the charter; provided however, that no citizen may serve on more than two such boards, agencies or committees simultaneously. The boards, agencies and/or committees shall report to the cCouncil.

Section 3.10 Competitive Bid Requirements/Purchasing.

(A) Except as otherwise provided by law, contracts for public improvements and purchases of supplies, materials or services shall be awarded or made on the basis of clearly drawn specifications and competitive bids, except in cases where the cCouncil, based on the written recommendation of the tTown mManager, specifically determines by affirmative vote of a majority plus one of the four cCouncil members present at the meeting that it is impracticable or not advantageous to the tTown to do so. The tTown cCouncil shall have the power to reject all bids and advertise again. The tTown mManager, by an ordinance approved by a super majority (four or more votes) of the council may be granted purchasing power up to an amount established by said ordinance without competitive bidding or as otherwise mandated by law.

(B) No contract or order shall be issued to any vendor unless or until the tTown mManager or his/her designee certifies that there is to the credit of such office, department or agency a sufficient unencumbered budget appropriation to pay for the supplies, materials, equipment or contractual services for which the contract or order is to be issued.

Section 3.11 Technology

The town manager shall recommend, in his/her proposed annual budget, and the town council shall, subject to budgetary limitations, appropriate sufficient funds to make the proficient use of cost effective information technology designed to make the administration of the town's government accessible and transparent; reduces the use of paper and the town's "carbon footprint"; and other technologies that save energy, reduce space requirements, improves communication and makes the internal administration and financial reporting of the town more efficient.

~~The Town Council shall instruct the Town Manager, within the constraints of the budget and meeting generally accepted industry standards for municipalities of similar size, to create an information technology services department. The Manager may hire a person(s) or outsource the above responsibilities as s/he deems advisable. All efforts should be made to use technology for the dissemination of information to its citizens and to produce the most effective and efficient government for its citizens.~~

Section 3.12 Grants

The ~~t~~Town ~~c~~Council shall instruct the ~~t~~Town ~~m~~Manager to engage a grant writer, either as an employee or as an independent contractor or consultant~~out-sourced~~, whose duty it will be, to secure all applicable grants for the ~~t~~Town. All grants are to be approved by the ~~t~~Town ~~m~~Manager or the appropriate dDepartment head, prior to submission.

Section 3.13 Ordinance on Sexual Predators

The ~~t~~Town ~~Council~~ ~~within ninety (90) days shall have~~ of the County adoption of a an ordinance dealing with Sexual Predators shall adopt an ordinance of the Town addressing sexual predators consistent with or more stringent than the ordinance passed by the Miami-Dade County Commission. Alternatively, the town shall continue to be governed by the Miami-Dade County ordinance.

ARTICLE IV. LEGISLATIVE

Section 4.1 Council Meeting Procedure.

(A) Meetings. The ~~c~~Council shall hold at least 11 regular monthly meetings in each calendar year, at such times and places as the ~~c~~Council may prescribe. Special meetings may be held on the call of the ~~m~~Mayor or upon the call of three ~~c~~Council members upon no less than 48 hours notice to the public or such shorter time as a majority of the ~~c~~Council deems necessary in case of an emergency affecting life, health, property or the public peace.

(B) Rules and Minutes. The ~~c~~Council shall determine its own rules of procedure and order of business and shall keep minutes open for public inspection.

(C) Quorum and Voting. A majority of the ~~c~~Council shall constitute a quorum but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the ~~c~~Council. Voting on ordinances shall be by roll call on final reading. Voting on all other matters shall be by voice vote unless a ~~c~~Council member or the ~~t~~Town ~~c~~Clerk requests otherwise. In the event that three or more ~~c~~Council members are unavailable to vote on a particular matter due to required abstention pursuant to ~~s~~State law, then the remaining members of the ~~c~~Council may vote and approve such matter by unanimous vote.

(D) Meeting Time Limits. No meeting of the ~~c~~Council shall extend later than 11:00 pm except upon the affirmative vote of a majority of ~~c~~Council members present at the meeting.

Section 4.2 Prohibitions.

(A) Appointment and Removals. Neither the cCouncil nor any of its members shall in any manner dictate the appointment or removal of any tTown employees, whom the tTown mManager or any of his/her subordinates are empowered to appoint. The cCouncil may express its views and fully and freely discuss with the tTown mManager anything pertaining to appointment and removal of such officers and employees.

(B) Interference with Administration.

(1) Except for the purpose of inquiries and investigations made in good faith and in accordance with a resolution adopted by the cCouncil, the cCouncil and any of its individual members shall deal with tTown employees who are subject to the direction and supervision of the tTown mManager solely through the tTown mManager, and neither the cCouncil nor its members shall give orders to any such employee, except the tTown mManager, the tTown aAttorney and/or the tTown cClerk, either publicly or privately. It is the express intent of this cCharter that recommendations for improvement in tTown government operations by individual cCouncil members are made solely to and through the tTown mManager. Council members may discuss with the tTown mManager any matter of tTown business; however, no individual cCouncil member shall give orders to the tTown mManager.

(2) Any willful violation of this sSection by the mMayor, vice-mayor or any district cCouncil member shall be grounds for his/her removal from office by an action brought in the cCircuit cCourt by the State Attorney of Miami-Dade County.

(C) Holding Other Office. No elected tTown official shall hold any appointed tTown office or tTown employment while in office. No former elected tTown official shall hold any compensated appointive tTown office or tTown employment until two ~~one~~ (2) years after the expiration of his/her term.

Section 4.3 Ordinances.

(A) Actions Requiring an Ordinance. In addition to other acts required by Florida law or by specific provision of this cCharter to be effected or authorized by ordinance, those acts of the tTown cCouncil shall be by ordinance which:

- (1) Adopt or amend an administrative regulation or establish, alter or abolish any tTown office, department, board or agency;
- (2) Establish a rule or regulation the violation of which carries a penalty;
- (3) Levy taxes or appropriate funds except pursuant to the adoption of the annual budget, which may be adopted or amended by resolution of the council subsequent to a public hearing;
- (4) Grant, renew, modify or extend a franchise;

- (5) Set service or user charges for municipal services or grant administrative authority to set such charges;
- (6) Authorize the borrowing of money in accordance with section 4.11, except where the council authorizes a general obligation bond issue to be approved by the electorate, which may be done by appropriate resolution;
- (7) Convey or lease or authorize by administrative action the conveyance or lease of any lands of the ~~t~~Town;
- (8) Regulate land use and development; or
- (9) Amend or repeal any ordinance previously adopted, except as otherwise provided in this ~~c~~Charter.

Section 4.4 Emergency Ordinances.

To meet a public emergency affecting life, health, property or the public peace, the ~~c~~Council may adopt, in the manner provided in this ~~s~~Section, one or more emergency ordinances, but emergency ordinances may not: levy taxes, grant, renew or extend any municipal franchise; set service or user charges for any municipal services; or authorize the borrowing of money except as provided under the emergency appropriations provisions of this ~~c~~Charter if applicable.

(1) Form. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.

(2) Procedure. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced and shall be enacted by the ~~c~~Council. After its adoption, the ordinance shall be published and printed as prescribed for other ordinances.

(3) Effective Date. An emergency ordinance shall become effective upon adoption or at such other date as may be specified in the ordinance.

(4) Repeal. Every emergency ordinance except emergency appropriation ordinances shall automatically be repealed as of the 91 ~~61~~st day following its effective date, but this shall not prevent reenactment of the ordinance under regular procedures, or if the emergency still exists, in the manner specified in this ~~s~~Section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this ~~s~~Section for adoption of emergency ordinances.

(5) Emergency Appropriations. The ~~c~~Council may make emergency appropriations in the manner provided in this ~~s~~Section. Notwithstanding the provisions of ~~s~~Section 4.11 to the extent that there are no available unappropriated revenues to meet such appropriations, the ~~c~~Council may authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes, including renewals thereof, shall be payable no later than the last day of the fiscal year next succeeding the fiscal year in which the emergency appropriation ordinance was originally adopted.

Section 4.5 Annual Budget Adoption.

(A) Balanced Budget. Each annual budget adopted by the cCouncil shall be a balanced budget and adopted in accordance with Florida law.

(B) Budget Adoption. The cCouncil shall by ~~ordinance~~ resolution adopt the annual budget within the time prescribed by general law ~~on or before the thirtieth (30th) day of September of each year~~, after having had ~~t~~Two (2) public hearings. If it fails to adopt the annual budget by this date, the cCouncil may by resolution direct that the amounts appropriated for current operations for the current fiscal year shall be deemed adopted for the ensuing fiscal year for a period of fifteen (15) days and renewed by resolution each fifteen (15) days, with all items in it prorated accordingly, until such time as the cCouncil adopts an annual budget for the ensuing fiscal year. A resolution ~~An ordinance~~ adopting an annual budget shall constitute appropriation of the amounts specified therein.

(C) Specific Appropriation. The budget shall be specific as to the nature of each category of appropriations therein. The ~~t~~Town mManager may recommend for approval by the cCouncil one or more contingency accounts to be used for unanticipated items of expense which were not included in the budget as original items of expenditure. The ~~t~~Town mManager may recommend for approval by the cCouncil one or more reserve accounts to be used for items of expense which might require multiple years of budgeting in order to fulfill the original designation of funds.

(D) Notice and Hearing. The cCouncil shall publish the general summary of the budget and a notice of public hearing as prescribed by general law ~~two weeks before adoption~~.

Section 4.6 Fiscal Year.

The fiscal year of the ~~t~~Town government shall begin on the first day of October and shall end on the last day of September of the following calendar year. Such fiscal year shall also constitute the annual budget and accounting year.

Section 4.7 Appropriation Amendments During the Fiscal Year.

(A) Supplemental Appropriations. If, during any fiscal year, revenues in excess of those estimated in the annual budget are available for appropriation, the cCouncil may by resolution after a public hearing ~~ordinance~~ make supplemental appropriations for the fiscal year up to the amount of such excess.

(B) Reduction of Appropriations. If, at any time during the fiscal year, it appears probable to the ~~t~~Town mManager that the revenues available will be insufficient to meet the amount appropriated, s/he shall report in writing to the cCouncil immediately upon discovery, indicating the estimated amount of the deficit, and his/her recommendations as to the remedial action to be taken. The cCouncil shall then take such action as it deems appropriate to prevent any deficit spending.

Section 4.8 Authentication, Recording and Disposition of Ordinances, Resolutions and Charter Amendments.

(A) Authentication. The ~~m~~Mayor and the ~~t~~Town ~~c~~Clerk shall authenticate by their signature all ordinances and resolutions adopted by the ~~c~~Council. In addition, when ~~c~~Charter amendments have been approved by the electors, the ~~m~~Mayor and the ~~t~~Town ~~c~~Clerk shall authenticate by their signatures the ~~c~~Charter amendment, such authentication to reflect the approval of the ~~c~~Charter amendment by the electorate.

(B) Recording. The ~~t~~Town ~~c~~Clerk shall keep properly indexed books in which shall be recorded, in full, all ordinances and resolutions passed by the ~~c~~Council. Ordinances shall, at the direction of the ~~c~~Council, be periodically codified, but at least annually after the third year of the town's existence. The ~~t~~Town ~~c~~Clerk shall also maintain the ~~c~~Charter in current form including all ~~c~~Charter amendments.

(C) Availability of Enactments. The ~~c~~Council shall establish procedures for making all resolutions, ordinances, technical codes adopted by reference, and this ~~c~~Charter available for public inspection and copying as required by general law ~~available for purchase at a reasonable price~~.

Section 4.9 Tax Levy, Assessments and Fees.

The ~~t~~Town, by majority vote of the ~~c~~Council, shall have the right to levy, assess and collect all such taxes, assessments and fees as are permitted by law, including without limitation, fines, ad valorem taxes, special assessments and fees, excise, franchise or privilege taxes and taxes on services and utilities.

Section 4.10 Independent Audit.

The ~~c~~Council shall provide for an annual independent audit of all ~~t~~Town accounts and may provide more frequent audits as it deems necessary. Audits shall be made in accordance with generally accepted auditing standards by a certified public accountant or firm of such accountants who have no personal interest direct or indirect in the fiscal affairs of the ~~t~~Town government, its employees or officers. Residency, per se, shall not constitute a direct or indirect interest. A summary of the results, including any deficiencies found, shall be made public at the next regularly scheduled ~~c~~Council meeting. A written response to any noted deficiencies shall be the responsibility of the ~~t~~Town ~~m~~Manager. The response shall be made public no later than 30 days from delivery of the independent auditor's report.

Section 4.11 Borrowing.

(A) Debt Approval. The ~~t~~Town shall incur no debt unless the incurrence of such debt is approved by a majority of the council.

(B) Limits. Except as approved by the electorate of the town pursuant to a duly held election to approve a pledge of town revenues to secure an indebtedness where such election is required by general law, ~~t~~The total ~~d~~Debt of the ~~t~~Town, including amounts authorized but still not drawn down under existing loan agreements and other contractual arrangements with banks and other financial institutions, underwriters, brokers and/or intermediaries, shall not exceed the greater of:

- i. three percent (3%) of the total assessed value of all property within the ~~t~~Town, as certified by the Miami-Dade County Property Appraiser for the current fiscal year; or
- ii. that amount which would cause annual ~~d~~Debt ~~s~~Service to equal fifteen percent (15%) of ~~g~~General ~~f~~Fund expenditures for the previous fiscal year.

(C) Definitions. As used in this ~~s~~Section 4.11 the following terms shall have the meanings ascribed to them in this subsection.

- i. "Debt" means any obligation of the ~~t~~Town to repay borrowed money however evidenced since the date of its incorporation regardless of tenor or term for which it was originally contracted or subsequently converted through refinancing or novation, except (a) any obligation required to be repaid in less than a year and which was incurred solely for emergency relief of natural disasters, or (b) that portion of any obligation for operations which are financed and operated in an independent, self-liquidating manner and recovered entirely through currently collected user fees and charges.
- ii. "Debt Service" shall include, without limitation thereto, scheduled interest payments, repayments of principal and all financial fees arising from ~~d~~Debt or from the underlying contractual obligations, whether as originally incurred or subsequently deferred or otherwise renegotiated.
- iii. "General Fund" shall mean any and all revenues of the ~~t~~Town, from whatever source derived, except those revenues derived from special assessments, user fees and charges and designated as a separate fund to finance goods and services to the public.

ARTICLE V. ELECTIONS

Section 5.1 Elections.

(A) Electors. Any person who is a resident of the ~~t~~Town, has qualified as an elector of the ~~s~~State and registers to vote in the manner prescribed by law shall be an elector of the ~~t~~Town.

(B) Nonpartisan Elections. All elections for the ~~t~~Town ~~c~~Council and ~~m~~Mayor shall be conducted on a nonpartisan basis and no ballot shall show the party designation of any candidate.

(C) Election Dates. A general election shall be held ~~on the second Tuesday in March of even-numbered years. A runoff election, if necessary, shall be held on the second Tuesday in April of even-numbered years.~~in even numbered years on the first Tuesday following the first Monday in November, provided however that it is the intent of this charter that the town election always be scheduled to coincide with a countywide election. Accordingly, if the date of the countywide general election changes for any reason, either permanently or temporarily, the date of the Town election shall automatically be changed to the same date as the countywide election and all dates in this charter that are dependent on the date of the town election, including but not limited to the lengths of the terms of office for the mayor, vice-mayor and council members in section 2.3 and the qualifying dates for candidates in section 2.4, shall also be automatically amended and adjusted to coincide with the change of election date. In the case of the terms of office in section 2.3, such change may

result in the shortening or lengthening of the terms of office of the elected officials. This paragraph complies with the conditions of incorporation approval detailed in sSection 20- 27(A) of the Miami-Dade County Code, which may be amended from time to time. Pursuant to Article V of the Miami-Dade County Home Rule Charter, any modifications to this paragraph will require all approvals normally required by the municipal charter, and approval by an affirmative vote of 2/3rds of the members of the Board of County Commissioners then in office, prior to a vote of qualified municipal electors.³

(D) General Election. The ballot for the general election shall contain the names of all qualified candidates for mMayor or vVice-mMayor, if the mMayor's or vVice-mMayor's term is expiring, and for each of the rResidential aAreas seats which are to be filled as a result of members' terms expiring. The ballot shall instruct electors to cast one vote for mMayor or vVice-mMayor, if applicable, and one vote for each rResidential aArea cCouncil sSeat, with a maximum of one vote per candidate. If any candidate for mMayor receives a number of votes greater than 50% of the total number of votes cast, such candidate shall be the duly elected mMayor and no run-off election for mMayor shall be required. If any candidate for vVice-mMayor receives a number of votes greater than 50% of the total number of votes cast, such candidate shall be the duly elected vVice-mMayor and no run-off election for vVice-mMayor shall be required. If any candidate for a cCouncil sSeat receives a number of votes greater than 50% of the total number of votes cast, such candidate(s) shall be duly elected to the rResidential aArea cCouncil sSeat and no run-off election for that sSeat(s) shall be required.

(E) Run-off Election. If necessary, the ballot for the runoff election shall contain the names of the two candidates for mMayor, the two candidates for vVice-mMayor, and the names of the two candidates for each cCouncil sSeat, who received the most votes in the general election. The ballot shall instruct electors to cast one vote for mMayor, one vote for vVice- mMayor, and one vote for each cCouncil sSeat, with a maximum of one vote per candidate. The candidate for mMayor receiving the most votes shall be duly elected mMayor. The candidate for vVice-mMayor receiving the most votes shall be duly elected vVice-mMayor. The candidate for each cCouncil sSeat receiving the most votes shall be duly elected to that cCouncil sSeat. Run-off elections shall, whenever possible, be held at the same time as county-wide or state-wide elections, but in no event less than 14 days nor more than 35 days after the general or special election giving rise to the run-off.

(F) Ties. In the event that there is a tie in the regular election and it is necessary to break the tie in order to determine the two (2) names to be placed on the ballot at the runoff election, or in the event that there is a tie in the runoff election, then the winner or winners shall be determined by the drawing of straws, with the person or persons drawing the longest straw being declared the winner.

(G) Special Elections. Special elections, when required, shall be scheduled by the cCouncil at such times and in such manner as shall be consistent with this cCharter and sState law.

³ As noted previously, the proposed changes to Section 5.1 were approved by the Town Council at the April 28, 2008 meeting as a part of Resolution 08-25. Because of the time required for the subsequent, required approval of the Board of County Commissioners, it was prepared for and presented to the Town Council in advance of the other amendments contained herein.

(H) Single Candidates. No election for mMayor or vVice-mMayor or any cCouncil sSeat shall be required in any election if there is only one duly qualified candidate for mMayor, vVice-mMayor or for any cCouncil sSeat. That candidate shall be considered elected by operation of law.

(I) Absentee Voting. Absentee voting will be permitted as provided by the laws of the State of Florida and under such conditions as may be prescribed by ordinance from time to time; provided, however, that no ordinance shall limit the right to vote by absentee ballot available under sState law.

(J) Early Voting. Early voting will be permitted as provided by the laws of the State of Florida and Miami-Dade County, in the case of any town election held in conjunction with a county-wide election, and under such conditions as may be prescribed by ordinance from time to time; ~~provided, however, that no ordinance shall permit early voting for more than three (3) days prior to an election unless required by State law.~~

(K) Commencement of Terms. The term of office of any elected official will commence at 12 o'clock noon, on the day following the day that the Canvassing Board of Miami-Dade County certifies the results of the general or runoff election in which he/she is elected, and will end at the time that the term of his or her successor commences. ~~end of the day on which regular elections are held in the year in which his/her term expires.~~

The cCouncil shall hold no meetings between the general election or the runoff election and the swearing in of those newly elected or re-elected cCouncil members except in the case of an emergency affecting life, health, property or the public peace.

Section 5.2 Initiative and Referendum.

(A) Power to Initiate and Reconsider Ordinances.

(1) Initiative. The electors of the tTown shall have the power to propose ordinances to the cCouncil and, if the cCouncil fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a tTown election, provided that such power shall not extend to the annual budget or capital program or any ordinance appropriating money, levying taxes or setting salaries of tTown officers or employees.

(2) Referendum. The electors of the tTown shall have power to require reconsideration by the cCouncil of any adopted ordinance and, if the cCouncil fails to repeal an ordinance so reconsidered, to approve or reject it at a tTown election, provided that such power shall not extend to the annual budget or capital program or any ordinance appropriating money, levying taxes or setting salaries of tTown officers or employees.

(B) Commencement of Proceedings. A minimum of ten electors may commence initiative or referendum proceedings by filing with the tTown cClerk an affidavit (the "aAffidavit") stating they will constitute the petitioners' committee (the "cCommittee") and be responsible for circulating the petition (the "pPetition ") and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the cCommittee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered. Promptly after the aAffidavit of the cCommittee is filed, the tTown cClerk shall at the cCommittee's request, issue the

appropriate pPetition blanks to the cCommittee at the cCommittee's expense. Petitioners' proposed ordinance shall be approved as to legal sufficiency by the tTown aAttorney prior to circulation.

(C) Petitions.

(1) Number of Signatures. Initiative and referendum petitions must be signed by at least ten (10) percent of the total number of electors registered to vote at the last regular tTown election.

(2) Form and Content. All pages of a pPetition shall be assembled as one instrument of filing. Each signature shall be executed in ink and shall be followed by the printed name and residence address (or precinct number) of the person signing as well as the date signed. Petitions shall contain or have attached throughout their circulation the full text of the ordinance proposed or sought to be reconsidered, as well as an advisory noting that any individual who knowingly signs more than one petition or who attempts to sign another person's name, or a fictitious name shall be deemed to have violated F.S. § 104.185, and in addition shall be guilty of a misdemeanor in the second degree.

Affidavit of Circulator. Each page of a pPetition shall have attached to it when filed an affidavit executed by the circulator stating that s/he personally circulated the page, the number of signatures contained, that all the signatures were affixed in his/her presence, that s/he believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered. This affidavit shall include a sworn statement signed by the circulator certifying to its truthfulness and correctness; stating that it is being given under penalty of perjury under the laws of the State of Florida; and setting forth the date and the place of execution of the certification.

(3) Filing Deadline. All pPetitions must be filed within 60 days of the date a proper aAffidavit is filed pursuant to subsection (B) of this section.

(D) Procedure for Filing.

(1) Certificate of Clerk; Amendment. Within Twenty (20) days after an initiative pPetition is filed or within five business days after a referendum pPetition is filed, the tTown cClerk shall complete a certificate as to its sufficiency ("the cCertificate"). If insufficient the cCertificate shall specify the particulars of the deficiency. A copy of the cCertificate shall be promptly sent to the cCommittee by registered mail. Grounds for insufficiency are only those specified in subsection (c) of this sSection. A pPetition certified insufficient for lack of the required number of valid signatures may be amended once if the cCommittee files a notice of intention to amend it with the tTown cClerk within two (2) workdays days after receiving the copy of the cCertificate and files a sSupplementary pPetition ("sSupplementary pPetition") with the tTown cClerk with additional valid signatures within ten (10) days after receiving the copy of such cCertificate. Such sSupplementary pPetition shall comply with the requirements of subsection (c) of this sSection. Within five business days after a sSupplementary pPetition is filed the tTown cClerk shall complete a cCertificate as to the sufficiency of the pPetition as amended ("aAmended pPetition") and promptly send a copy of

such certificate to the committee by registered mail. If a petition or aAmended petition is certified sufficient, or if a petition or aAmended petition is certified insufficient and the committee does not elect to amend or request council review under paragraph (2) of this subsection within the time required, the town clerk shall promptly present his/her certificate to the council and such certificate shall then be a final determination as to the sufficiency of the petition.

(2) Council Review. If a petition has been certified insufficient and the committee does not file notice of intention to amend it or if an aAmended petition has been certified insufficient, the committee may, within two (2) workdays after receiving the copy of such certificate, file a request with the town clerk that it be reviewed by the council. The council shall review the certificate at its next regularly scheduled meeting following the filing of such request and approve or disapprove it. The council 's determination shall then be a final determination as to the sufficiency of the petition.

(E) Action on Petitions.

(1) Action by Council. When an initiative or referendum petition has been finally determined sufficient, the council shall promptly consider the proposed initiative ordinance or reconsider the referred ordinance by voting its repeal. If the council fails to adopt a proposed initiative ordinance without any change in substance within 45 days or fails to repeal the referred ordinance within 30 days, it shall submit the proposed or referred ordinance to the electors of the town. If the council fails to act on a proposed initiative ordinance or a referred ordinance within the time period contained in this paragraph, the council shall be deemed to have failed to adopt the proposed initiative ordinance or failed to repeal the referred ordinance on the last day that the council was authorized to act on such matter.

(2) Submission to Electors. The vote of the town on a proposed or referred ordinance shall be held not less than 45 days nor more than 75 days from the date the council acted or was deemed to have acted pursuant to paragraph (1) of this subsection. If no regular election is to be held within the period described in this paragraph, the council shall provide for a special election. Copies of the proposed or referred ordinance shall be made available at the polls.

(3) Withdrawal of Petitions. An initiative or referendum petition may be withdrawn at any time prior to the 15th day preceding the day scheduled for a vote by the town by filing with the town clerk a request for withdrawal signed by at least eight/tenths of the committee. Upon the filing of such a request, the petition shall have no further force or effect and all proceedings shall be terminated.

(F) Results of Election.

(1) Initiative. If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. If the proposed

initiative ordinance fails, it or any ordinance that is substantially similar may not be submitted in accordance with this ~~a~~Article for at least one year from the date of the election.

(2) Referendum. If a majority of the qualified electors voting on a referred ordinance vote for repeal, the repealed ordinance shall be considered repealed upon certification of the election results.

Section 5.3 Form of Ballots

A charter amendment, ordinance or other ballot issue to be voted on by the electors shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be a clear, concise statement describing the substance of the measure without argument or prejudice in accordance with state law.

Section 5.4 County Canvassing Board

As a condition of incorporation approval pursuant to Article V of the Miami-Dade County Home Rule Charter, each new municipality shall provide for all of its elections to be canvassed by a County Canvassing Board as provided under the election laws of this state and ~~s~~Section 20-27(C) of the Miami-Dade County Code. Any modifications to this ~~s~~Section will require all approvals normally required by the municipal charter, and approval by an affirmative vote of 2/3rds of the members of the Board of County Commissioners then in office, prior to a vote of qualified municipal electors.

ARTICLE VI. CHARTER AMENDMENTS AND ABOLISHMENT OF MUNICIPALITY

Section 6.1 Procedure to Amend or Revoke Charter or to Abolish Municipality.

(A) The ~~c~~Charter may be amended or revoked, or the ~~t~~Town abolished, in accordance with the provisions of ~~s~~Section 5.03 of the Home Rule Charter of Miami-Dade County, which states: "Except as provided in ~~s~~Section 5.04, any municipality in the county may adopt, amend, or revoke a charter for its own government or abolish its existence in the following manner. Its governing body shall, within 120 days after adopting a resolution or after the certification of a petition of ten percent of the qualified electors of the municipality, draft or have drafted by a method determined by municipal ordinance a proposed charter amendment, revocation, or abolition which shall be submitted to the electors of the municipalities. Unless an election occurs not less than 60 nor more than 120 days after the draft is submitted, the proposal shall be submitted at a special election within that time. The governing body shall make copies of the proposal available to the electors not less than 30 days before the election. Alternative proposals may be submitted. Each proposal approved by a majority of the electors voting on such proposal shall become effective at the time fixed in the proposal." This provision is a special condition of incorporation pursuant to Article V of the Miami-Dade County Home Rule Charter. Any modifications to this paragraph will require all approvals normally required by the municipal charter, and approval by an affirmative vote of 2/3rds of the members of the Board of County Commissioners then in office, prior to a vote of qualified municipal electors. The ~~t~~Town shall enact an ordinance to implement this ~~a~~Article.

(B) If conflicting amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Section 6.2 Charter Revision.

(A) At its first regular meeting in December 2007, and in December 2011 and thereafter every sixth year, the cCouncil shall appoint and fund a cCharter rRevision cCommission (the "cCommission").

(B) The cCommission shall consist of five persons including one from each of the three rResidential aAreas. One appointment shall be made by the mMayor, vVice-mMayor and each district cCouncil member. Each district council member shall appoint one (1) person from his or her council district. In addition, the mMayor shall appoint one person to the cCommission who is the vVice-mMayor or cCouncil member who is serving a second consecutive term, who shall serve as a non-voting cCommission member. In the event a second term vVice-mMayor or cCouncil member is not serving, the mMayor may appoint a sitting vVice-mMayor or cCouncil member. The mMayor shall not be eligible for appointment to the cCommission. The cCommission shall commence its proceedings within 45 days after appointment by the cCouncil.

(C) The cCommission shall be charged with reviewing each and every section of this charter and make recommendations for change. If the cCommission determines that an amendment or revision is needed, it shall submit the same to the cCouncil no later than July 1st of the year following its appointment. Alternative proposals may be submitted by the cCharter rRevision cCommission and/or by cCitizen's initiative. The cCouncil after its review and approval shall submit suggested amendments and revisions to the electors of the tTown in accordance with the provisions of sSection 6.1, at the next regularly scheduled election.

ARTICLE VII. GENERAL PROVISIONS

Section 7.1 Severability and Conflict within the Charter.

Severability. If any article, section or part of a section of this cCharter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this cCharter or the context in which such article, section or part of section so held invalid may appear, except to the extent that an entire article, section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

Conflict within the Charter. Should there be a conflict or apparent conflict in the provisions of any one section of this cCharter, or between two or more sections thereof, then the tTown aAttorney shall resolve such conflict or apparent conflict by a written ruling which shall be legal and binding unless invalidated by a court of competent jurisdiction.

Section 7.2 Conflicts of Interest; Ethical Standards.

(A) All cCouncil members, officials and employees of the tTown shall be subject to the standards of conduct for public officers and employees set by sState law and the Miami-Dade County Code of Ethics. The cCouncil may, by ordinance, adopt additional standards of conduct and cCode of ethics, but in no case inconsistent with law. If the tTown cCouncil wishes to opt out of the Cone of Silence Provision of the Miami-Dade County Code of Ethics, then they must do so by ordinance.

(B) All elected officials, employees and appointed board or committee members shall disclose any interest in real estate or other business(es) upon entering office or being hired and shall re-disclose annually thereafter, except as otherwise provided by law.

(C) Without in any way limiting the generality of the foregoing, no cCouncil member, town manager, town attorney, town clerk, department director, or member of a selection committee for a procurement, shall have a financial interest, direct or indirect, or by reason of ownership of stock or other equity ownership in any corporation or entity, in any contract or in the sale to the tTown or to a contractor supplying the tTown of any land or rights or interests in any land, materials, supplies, or services unless, after full disclosure to the cCouncil of the nature and extent of such interest, the same is authorized by the cCouncil before the event or accepted and ratified by the cCouncil after the event. No member of the cCouncil, town manager, town clerk, staff or a member or employee of the town attorney's office who possesses such a financial interest shall vote on, or participate in the cCouncil deliberations concerning, any such contract or sale. Any violation of this sSection with the knowledge of the person or entity contracting with the tTown shall render the contract voidable by the cCouncil.

Section 7.3 Town Personnel System.

All new employment, appointments and promotions of tTown employees shall be made pursuant to written personnel procedures to be established by the mManager from time to time.

Section 7.4 Variation of Pronouns.

All pronouns and any variation thereof used in this cCharter shall be deemed to refer to masculine, feminine, neutral, singular or plural as the identity of the person or persons shall require and are not intended to describe, interpret, define or limit the scope, extent, or intent of this cCharter.

Section 7.5 No Discrimination.

The tTown shall not adopt any ordinance or policy that discriminates against any person due to race, religion, color, national origin, physical or mental disability, creed, age, sexual orientation or gender.

Section 7.6 Lobbyists, Principals and Vendors

(A) The tTown cCouncil shall pass, maintain and enforce an ordinance, which requires all paid lobbyists (as may be defined by the Miami-Dade County Code and/or as may be made more stringent by the tTown cCouncil) to:

(1) Register and pay annual fees as required by ordinance with the tTown cClerk prior to lobbying any tTown government official ie: tTown cCouncil member, employee, board or committee member;

(2) Disclose in writing all persons and/or entities the lobbyist is representing upon registering and shall update this list within ten (10) days of being retained by a new principal or for a new project of an existing principal; and

(3) Disclose in writing all ~~t~~Fown government officials directly contacted by the lobbyist and any expenditures involved as defined by ~~s~~State law, before the public hearing.

The ordinance shall also direct the ~~t~~Fown ~~c~~Clerk to make available to the ~~t~~Fown ~~c~~Council, prior to any public hearing, on the event or matter for which a registered lobbyist may appear all disclosures required herein or as otherwise required by ~~s~~State or County law.

(B) Principals in all items requiring a public hearing must disclose in writing to the ~~t~~Fown ~~c~~Clerk all moneys paid to a person(s) or entity to support or not object to a matter which is set for a public hearing.

Any violation of subsections (A) or (B) above shall render the issue being lobbied for or sought by the principal voidable.

(C) Any vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a candidate who is elected ~~m~~Mayor, ~~v~~Vice-~~m~~Mayor or ~~c~~Council member, shall be required to disclose said contribution and if said Vendor fails to disclose he/she/it shall be barred from selling any product or service to the ~~t~~Fown for a period of two years following the swearing in of the subject elected official.

Section 7.7 Precedence over Related Laws.

In case of a conflict between the provisions of this ~~c~~Charter and the provisions of the ~~c~~Code to be adopted pursuant thereto, the ~~c~~Charter terms shall control. Moreover, nothing in this ~~c~~Charter shall be construed to alter, abolish, affect or amend the general laws of this ~~s~~State, now in force, or which hereinafter may be enacted relative to or affecting this ~~t~~Fown, except where such laws are in direct conflict in which case the provisions of this ~~c~~Charter or ~~c~~Code adopted pursuant thereto shall supersede and be in full force and effect.

ARTICLE VIII. TRANSITION PROVISIONS

Section 8.1 Temporary Nature of Article.

The following sections of this Article are inserted solely for the purpose of effecting the incorporation of the Town and the transition to a new municipal government. Each section of this Article shall automatically, and without further vote or act of the electors of the Town, become ineffective and no longer a part of this Charter at such time as the implementation of such section has been accomplished. In cases of a conflict between this Article and the remainder of the Charter the provisions of this Article shall govern.

Section 8.2 Interim Governing Body.

~~After adoption of this Charter but prior to the election and acceptance of office of the first elected Town Council, the governing body for the Town shall be the Miami Dade County Board of County Commissioners (the "County Commission"). In acting as the governing body for the Town during this interim period, the County Commission shall provide all municipal services to the Town but~~

~~shall not make decisions, which could reasonably be postponed until the election of the Town Council or which would materially alter or affect the status quo within the Town boundaries. Once the Town Council is seated, notwithstanding the delivery of any services provided by virtue of Article IX of this Charter or any Interlocal Agreement(s) with Miami Dade County, it is understood that the Town Council shall make all decisions for the Town, unless specifically provided otherwise herein.~~

Section 8.3 Interim Adoption of Codes and Ordinances.

Until otherwise modified or replaced by this cCharter or the tTown cCouncil, all cCodes, ordinances and resolutions in effect on the date of adoption of this cCharter shall, to the extent applicable to the tTown, remain in full force and effect as municipal cCodes, ordinances and resolutions of the tTown until modified, replaced or repealed by the town.

Section 8.4 Taxes and Fees.

Unless otherwise modified by the tTown cCouncil, all municipal taxes and fees imposed within tTown boundaries by Miami-Dade County as the municipal government for unincorporated Miami-Dade County, which taxes and fees are in effect on the date of adoption of this cCharter, shall continue at the same rate and on the same conditions as if those taxes and fees had been adopted and assessed by the tTown.

Section 8.5 Initial Election of Town Council and Mayor.

(A) Transition. This Section shall apply to the initial general and runoff elections for Council, Vice-Mayor and Mayor. Any conflicting provisions of this Charter shall not apply to such elections.

(1) The general election shall be held on January 10, 2006. The first Town run-off election, if necessary, shall be held on January 31, 2006.

(2) The general and run-off elections in 2006 shall be held pursuant to the general election procedures set forth in this Charter except as follows:

(a) Only those candidates will qualify for election who have filed written notice of candidacy for Council member, Vice-Mayor or Mayor (but not more than one) with the Miami-Dade County Elections Department, which notice is received between 8:00 a.m. on November 9, 2005 and 5:00 p.m. on December 1, 2005, and which notice shall:

(i) indicate whether the candidate seeks the office of Council member, Vice-Mayor, or Mayor; if for Council member, a particular seat 1,2 or 3 shall be designated;

(ii) contain the candidate's certification that s/he is a qualified elector of the State, is registered to vote in the Town and that the person has resided continuously within the area comprising the Town since November 9, 2003;

(iii) if applicable, a certification that the candidate has resided continuously in the Residential Area they are seeking to represent since November 9, 2004;

(iv) contain or be accompanied by such other information or statement, if any, as may be required by the applicable laws of the State;

(v) be signed by the candidate and duly notarized; and

(vi) be accompanied by a check payable to the Board of County Commissioners in the amount of \$100.00 in addition to any fees required by Florida Statutes, as a qualifying fee.

(3) There will be one Mayor, one Vice-Mayor, and three Council seats to be filled.

(4) The Mayor will be elected to a term expiring in March 2010 or election of his/her successor.

(5) The Vice-Mayor will be elected to a term expiring in March 2008 or election of his/her successor.

(6) The odd numbered seats for Council members shall be elected to terms expiring in March 2010 or election of his/her successor.

(7) The even numbered seat for Council members shall be elected to terms expiring in March 2008 or election of his/her successor.

(B) Induction into Office. Those candidates who are elected at the first regular election shall take office at the initial Council meeting, which shall be held at 7 p.m. on January 12, 2006 or if a run-off election is necessary for any Seat at 7 p.m. on February 2, 2006, at a place to be determined.

Section 8.6 Initial Expenditures.

~~Upon receipt by the Town of its first revenues, the Town Council shall consider all reasonable and appropriate invoices for utilities and for expenses, if any, incurred in the drafting and production of this Charter, including but not limited to invoices for legal services, secretarial services, photocopies, mailing and other services authorized by the Charter Commission. Said reasonable and appropriate bills shall be publicly noticed for action by the Town Council and voted thereon.~~

Section 8.7 First Fiscal Year and Budget.

~~(A) First Fiscal Year. The first fiscal year of the Town shall commence on the effective date of this Charter and shall end on September 30, 2006. The budget and ad valorem tax millage rate for the Town shall be those adopted by Miami Dade County for the unincorporated municipal services area at its final budget hearing on September 20, 2005.~~

~~(B) First Full Fiscal Year. The first full fiscal year of the Town shall commence on October 1, 2006 and end on September 30, 2007. The first full fiscal year budget shall be adopted pursuant to State law.~~

~~(C) Conflict of provisions. The provisions of this Section shall prevail over any conflicting provisions of this Charter concerning the levy of taxes or appropriation of funds.~~

~~(D) Conflict with State law. In the event that any of the procedures provided by this section conflict with the Florida Statutes, the Council is authorized to replace such conflicting procedures by ordinance.~~

Section 8.8 Transitional Ordinances and Resolutions.

~~The Council shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within 60 days after the first Council meeting may be passed as emergency ordinances. These transitional ordinances shall be effective for a period of no longer than 180 days and thereafter may be readopted, renewed or otherwise continued only in the manner normally prescribed for ordinances.~~

Section 8.9 Town Name

~~The Supervisor of Elections for Miami Dade County (“Supervisor”) shall, at the election approving or disapproving of this charter, place the following questions on the ballot in substantially the following form, provided however, that while the substance of the questions shall remain substantively as set forth herein, the Supervisor in his discretion and in accordance with applicable law may revise such language to conform to the law:~~

Title: Shall the Town be named “Town of Cutler Ridge”?

Shall the Town be named “Town of Cutler Ridge”?

Yes

No

Title: Shall the Town be named “Town of Cutler Bay”?

Shall the Town be named “Town of Cutler Bay”?

Yes

No

~~In the event that both questions regarding the name of the proposed municipality prevail, the name receiving the most “Yes” votes shall be declared the winner and shall constitute the name of the proposed municipality and all references herein to “The tTown” shall hereafter mean and include the name as selected pursuant to the election procedure as set forth above. In the event that both names prevail and receive an equal number of “Yes” votes, the name shall be deemed defeated. In the event that any ballot question receives an equal number of “Yes” and “No” votes, the question shall be deemed defeated. In the event that both questions regarding the name of the proposed municipality are defeated by the voters, then the Town Council within ninety (90) days of being sworn into office shall pass an ordinance naming the Town. The codifier of this charter shall substitute the name selected pursuant to this section in every reference throughout the Charter where a reference to the “Town” is made.~~

Section 8.10 Interim Personnel.

~~The Council may appoint an interim Town Manager, interim Town Attorney, interim Town Clerk and interim Town Staff for a period not to exceed 180 days or to serve until such time as a permanent Town Manager is selected and can appoint his/ her own Staff.
Town Attorney.~~

Section 8.11 Code Enforcement Amnesty

~~The initial Town Council is directed to consider adopting a partial or full amnesty ordinance for code enforcement that allows citizens time to achieve compliance, waives fines or other penalties and seeks enforcement as the objective for the health, safety and welfare of the community.~~

ARTICLE IX. SPECIAL CONDITIONS

Section 9.1 Interlocal Agreements.

Within one hundred eighty (180) days after the election of a municipal council, the ~~t~~Town will enter into an interlocal agreement (“~~i~~Interlocal ~~a~~Agreement”) with Miami-Dade County to set forth contractual provisions establishing the municipality’s relationship with Miami-Dade County to the extent required by the ~~c~~Charter.

Section 9.2 County Services.

The ~~t~~Town shall remain a part of and receive services at least equal to the service level as of the date of approval of this ~~c~~Charter by the electors of the ~~t~~Town, in perpetuity, from the:

- (1) Miami-Dade Fire Rescue District,
- (2) Miami-Dade Library System, and
- (3) Miami-Dade Solid Waste Collection Service Area.

Private trash collection in place on the date of incorporation within the residential and commercial areas of the ~~t~~Town will continue. The ~~c~~County’s ~~d~~Department of ~~s~~Solid ~~w~~Waste ~~m~~Management will provide services to all new residential customers and continue serving existing customers.

Except as otherwise provided in this ~~a~~Article the ~~c~~County shall not have the right or ability to impair or infringe upon the functions and powers assumed by the town upon incorporation.

Section 9.3 Specialized Law Enforcement Services.

The ~~t~~Town shall pay from its municipal funds, for specialized law enforcement services to be exclusively provided by the Miami-Dade Police Department in perpetuity. Payment amounts and other pertinent terms relating to the provision of specialized police services shall be set forth in a contract between the ~~t~~Town and Miami-Dade County. These specialized police services include, but

are not limited to, tactical services, such as special response team, canine, helicopter, bomb squad investigations and central investigations, such as narcotics, criminal intelligence, economic crimes, homicide, robbery, sexual crimes, domestic violence, crime scene investigations and property and evidence. Specialized law enforcement services do not include police activities of a countywide nature such as warrants, crime lab, public corruption unit, communications, jail, court services, and all Sheriff's services as defined by State law. For as long as Miami-Dade County continues to fund specialized police services from the countywide budget, the Town shall receive a credit equivalent to the payment made by Town property owners through the countywide millage.

Section 9.4 Local Patrol Police Services.

The Town shall exclusively utilize the Miami-Dade Police Department for a specific level of patrol staffing for an initial period of three years. The utilization of the Miami-Dade Police Department for local patrol services may only be terminated for cause during this initial three (3) year period. Payment amounts and other pertinent items relating to the provision of local patrol services shall be set forth in a contract between the Town and Miami-Dade County. Such contract shall also provide that "the initial three-year period" shall commence upon the execution of the Local Patrol Contract by all parties. At the end of the three (3) year period the Town may elect not to renew the Local Patrol Contract at which point a transition period of no less than twelve (12) months will begin.

Section 9.5 Regulatory Control.

The local government comprehensive plan adopted by the Town of (See Section 8.9) pursuant to Chapter 163, Part II, Florida Statutes, shall be consistent with the adopted Miami-Dade County Comprehensive Development Master Plan (the CDMP) as it may be amended from time to time, as applied to the sites listed below:

DEPARTMENT/FACILITY	LOCATION
MIAMI-DADE POLICE DEPARTMENT	
Cutler Ridge Station (District 4)	10800 SW 211 Street
MIAMI-DADE FIRE DEPARTMENT	
Cutler Ridge Station	10850 SW 211 Street
Saga Bay/Lakes by the Bay Station	21501 SW 87 Avenue
WATER and SEWER DEPARTMENT	
Water & Sewer Pump Station	10350 Puerto Rico Drive

Section 3. Election Called. That a special election is hereby called, to be held on Tuesday, the 4th day of November, 2008, to present to the qualified electors of the Town of Cutler Bay, the ballot questions provided in Section 4 of this Resolution.

Section 4. Form of Ballot.

A. That the form of ballot for the Charter Amendments provided for in Section 2 of this Resolution shall be substantially, as follows:

1. **Moving the Town Elections to Coincide with County-Wide Elections⁴**

The Town Charter currently provides for Town elections to be held in March rather than November, separate from county-wide elections. It is proposed that the Charter be amended to move the Town elections from March to November to coincide with county-wide elections, and that Town elections be tied to any future date changes to the county-wide elections.

Shall the above-described Charter Amendment be adopted?

Yes

No

2. **Candidate Qualifying and Replacing Candidates⁵**

The Town Charter does not provide for qualifying candidates for a November election rather than January, nor allow qualifying to change when Town elections are changed. It is proposed that the Charter be amended to tie qualifying to the proposed new election in November and future election dates.

Shall the above-described Charter Amendment be adopted?

Yes

No

3. **Charter Update**

It is proposed that the Charter be amended to 1) remove outdated and unnecessary transitional provisions and 2) reflect non-substantive stylistic and technical changes, along with any amendments needed for conformity, implementation and consistency of Charter amendments.

Shall the above-described Charter Amendment be adopted?

Yes

No

⁴ As previously mentioned, this is one of the two ballot questions already approved by the Town Council at the April 28, 2008 meeting as a part of Resolution 08-25.

⁵ As previously mentioned, this is one of the two ballot questions already approved by the Town Council at the April 28, 2008 meeting as a part of Resolution 08-25.

4. **Emergency Ordinances**

The Town Charter currently provides for the automatic repeal of emergency ordinances as of the 61st day following its effective date. It is proposed that the Charter be amended to allow for the automatic repeal of emergency ordinances as of the 91st day instead.

Shall the above-described Charter Amendment be adopted?

Yes

No

5. **Town Debt Limits and Voter Approval**

The Town Charter currently prohibits the Town from exceeding the Charter-mandated debt limit, and the Town may only levy taxes or appropriate funds by ordinance. It is proposed that the Charter be amended to 1) allow the Town to exceed the debt limit with the electorate's majority vote and 2) allow the Council by resolution to place general obligation bond issues on the ballot for voter approval.

Shall the above-described Charter Amendment be adopted?

Yes

No

6. **Duty of Elected Officials and Term Limits**

The Town Charter currently does not stipulate that Council Members represent the entire Town, and limits terms of the Mayor, Vice-Mayor, and Council Members holding a single office to eight years, and cumulatively in multiple offices to sixteen years. It is proposed that the Charter be amended to require all Council Members to represent the entire Town, and extend the term limits to twelve and sixteen years respectively.

Shall the above-described Charter Amendment be adopted?

Yes

No

7. **Town Council Member Forfeiture of Office and Filling of Vacancies**

The Town Charter allows Council Members to miss six consecutive months of meetings before forfeiting office, a majority of Council Members make final forfeiture determination, and Council vacancies may be filled only at regular meetings. It is proposed 1) to reduce allowable absences to four, 2) that a minimum of three Council Members make final determination and 3) vacancies may be filled by special meeting within 30 days.

Shall the above-described Charter Amendment be adopted?

Yes

No

8. **Compensation of Elected Officials**

The Town Charter currently allows for compensation for Council Members/Vice-Mayor of \$500 monthly, and for the Mayor of \$1000 monthly, and these salaries increase with the Consumer Price Index (CPI). It is proposed that 1) salaries per month be increased by \$500 and \$1000 respectively for the Council Members/Vice-Mayor and the Mayor beginning in 2012 and 2) that all compensation for elected officials be tied to the CPI.

Shall the above-described Charter Amendment be adopted?

Yes

No

9. **Timeframe for Calculating Required Signatures for Recall Elections**

The Town Charter currently utilizes the number of citizens registered to vote in the last election as a means of calculating the number of signatures required to place a recall initiative on the ballot. It is proposed that the signatures required instead be calculated based on the number of electors certified to vote by the County Supervisor of Elections on the date the initial recall affidavit is filed.

Shall the above-described Charter Amendment be adopted?

Yes

No

10. **Autonomy of Town Clerk's Office**

The Town Charter currently provides for the Town Clerk to report directly to the Town Council. The Charter is silent as to who has responsibility for other personnel in the Clerk's office. It is proposed that the Charter be clarified to give the Clerk responsibility for all personnel within his or her office.

Shall the above-described Charter Amendment be adopted?

Yes

No

11. **Restrictions on Town Board Appointments**

The Town Charter places no restrictions on Town Council appointments to Town Boards, Agencies, and/or Committees. It is proposed that 1) all prospective appointments by the Council be made from among citizens of the Town at-large, and not specific residential districts except where otherwise required by the Charter and 2) that no citizen may serve on more than two of these entities simultaneously.

Shall the above-described Charter Amendment be adopted?

Yes

No

12. **Revision of Requirements for Waiver of Competitive Bidding**

The Town Charter currently allows for the Town Council to waive competitive bidding by an affirmative vote of four Council Members. It is proposed that the Council may waive competitive bidding by an affirmative vote of a majority plus one of the Council Members present at the meeting.

Shall the above-described Charter Amendment be adopted?

Yes

No

13. **Inclusion of ‘Green’ Technology Requirements**

The Town Charter currently requires the Town Council and Town Manager to create an Information Technology (IT) department to make government more effective and efficient. It is proposed that this requirement be expanded to require additional use of technology to make Town government more accessible and transparent, reduce use of paper and the Town’s carbon footprint, and otherwise use technology to save the Town energy and space.

Shall the above-described Charter Amendment be adopted?

Yes

No

14. **Permitting a More Stringent Sexual Predator Ordinance**

The Town Charter currently requires that the Town Council adopt an ordinance on Sexual Predators consistent with the Miami-Dade County ordinance on Sexual Predators. It is proposed that the Council be permitted to also pass an ordinance on Sexual Predators more stringent than the County ordinance, and in the alternative continue to be governed by the Miami-Dade County ordinance.

Shall the above-described Charter Amendment be adopted?

Yes

No

15. **Enhancing Requirements for Ethical Behavior**

The Town Charter restricts Council Members from doing business with the Town, and they are barred from holding compensated Town positions for a year after serving. It is proposed that 1) the restrictions on doing business expand to include the Town Manager; Town Attorney; Town Clerk; Department Directors; Town Staff; or procurement selection committee members and 2) bar Council Members from compensated positions for two years after serving.

Shall the above-described Charter Amendment be adopted?

Yes

No

16. **Reform of Process for Approval of Town Budget**

The Town Charter currently requires that the Town budget be approved by ordinance, and the budget must be approved by September 30th. It is proposed that 1) the budget be adopted and/or amended by resolution after a public hearing and 2) the time for budget approval, public notice of the budget and advertising requirements for the budget be the same as required under Florida law.

Shall the above-described Charter Amendment be adopted?

Yes

No

17. **Revision of Process for Approval of General Obligation Bond Issues**

The Town Charter currently requires that general obligation bond issues be approved by ordinance. It is proposed that a general obligation bond requiring approval of the voters may be placed on the ballot via resolution.

Shall the above-described Charter Amendment be adopted?

Yes

No

18. **Time Frames for Run-Offs and Termination of Terms of Office**

The Town Charter provides no time frames for run-off elections, and elected officials' terms end on Election Day the year their terms expire. It is proposed that run-off elections be held 1) if possible, with county or state elections, 2) no less than 14 nor more than 35 days following the necessitating election and 3) that terms of elected officials end at the commencement of their successors' terms.

Shall the above-described Charter Amendment be adopted?

Yes

No

19. **Composition of Charter Revision Committee**

The Town Charter currently allows the Mayor, Vice-Mayor, and Town Council to appoint a person to the Charter Revision Commission, so long as there is at least one person from each of the three Residential Areas among the five Charter Revision Commission members. It is proposed that each Council Member representing a district be required to appoint a person from his or her Council district.

Shall the above-described Charter Amendment be adopted?

Yes

No

B. That the Town Council may revise the ballot form which is set forth above by Resolution.

Section 5. Balloting.

- A. That balloting shall be conducted on Tuesday, November 4, 2008, between the hours of 7:00A.M. and 7:00 P.M. at the regular polling places provided for Town elections. Absentee balloting shall be available as authorized by law. Early voting pursuant to Sec. 101.657, F.S. shall be provided. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote.
- B. That the Town Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until October 6, 2008, at which date the registration books shall close in accordance with the provisions of the general election laws. The Town Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the electoral provisions of this Resolution. This special election shall be canvassed pursuant to Town Charter Section 5.4.
- C. That the Town Clerk is hereby authorized to take any action which is necessary or expedient to implement this section or to comply with any applicable law.

Section 6. Notice of Election. That notice of said election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Town at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, September 28, 2008), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, October 12, 2008), and shall be in substantially the following form:

"NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. _____ ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA (THE "TOWN") A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN ON TUESDAY, THE 4TH DAY OF NOVEMBER, 2008, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSALS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY FOR APPROVAL OR REJECTION.

1. **Moving the Town Elections to Coincide with County-Wide Elections**

The Town Charter currently provides for Town elections to be held in March rather than November, separate from county-wide elections. It is proposed that the Charter be amended to move the Town elections from March to November to coincide with county-wide elections, and that Town elections be tied to any future date changes to the county-wide elections.

Shall the above-described Charter Amendment be adopted?

[] Yes

[] No

2. **Candidate Qualifying and Replacing Candidates**

The Town Charter does not provide for qualifying candidates for a November election rather than January, nor allow qualifying to change when Town elections are changed. It is proposed that the Charter be amended to tie qualifying to the proposed new election in November and future election dates.

Shall the above-described Charter Amendment be adopted?

[] Yes

[] No

3. **Charter Update**

It is proposed that the Charter be amended to 1) remove outdated and unnecessary transitional provisions and 2) reflect non-substantive stylistic and technical changes, along with any amendments needed for conformity, implementation and consistency of Charter amendments.

Shall the above-described Charter Amendment be adopted?

Yes

No

4. Emergency Ordinances

The Town Charter currently provides for the automatic repeal of emergency ordinances as of the 61st day following its effective date. It is proposed that the Charter be amended to allow for the automatic repeal of emergency ordinances as of the 91st day instead.

Shall the above-described Charter Amendment be adopted?

Yes

No

5. Town Debt Limits and Voter Approval

The Town Charter currently prohibits the Town from exceeding the Charter-mandated debt limit, and the Town may only levy taxes or appropriate funds by ordinance. It is proposed that the Charter be amended to 1) allow the Town to exceed the debt limit with the electorate's majority vote and 2) allow the Council by resolution to place general obligation bond issues on the ballot for voter approval.

Shall the above-described Charter Amendment be adopted?

Yes

No

6. Duty of Elected Officials and Term Limits

The Town Charter currently does not stipulate that Council Members represent the entire Town, and limits terms of the Mayor, Vice-Mayor, and Council Members holding a single office to eight years, and cumulatively

in multiple offices to sixteen years. It is proposed that the Charter be amended to require all Council Members to represent the entire Town, and extend the term limits to twelve and sixteen years respectively.

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Yes

No

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Shall the above-described Charter Amendment be adopted?

Yes

No

8. Compensation of Elected Officials

The Town Charter currently allows for compensation for Council Members/Vice-Mayor of \$500 monthly, and for the Mayor of \$1000 monthly, and these salaries increase with the Consumer Price Index (CPI). It is proposed that 1) salaries per month be increased by \$500 and \$1000 respectively for the Council Members/Vice-Mayor and the Mayor beginning in 2012 and 2) that all compensation for elected officials be tied to the CPI.

Shall the above-described Charter Amendment be adopted?

Yes

No

9. Timeframe for Calculating Required Signatures for Recall Elections

The Town Charter currently utilizes the number of citizens registered to vote in the last election as a means of calculating the number of signatures required to place a recall initiative on the ballot. It is proposed that the signatures required instead be calculated based on the number of electors certified to vote by the County Supervisor of Elections on the date the initial recall affidavit is filed.

Shall the above-described Charter Amendment be adopted?

Yes

No

10. Autonomy of Town Clerk’s Office

The Town Charter currently provides for the Town Clerk to report directly to the Town Council. The Charter is silent as to who has responsibility for other personnel in the Clerk’s office. It is proposed that the Charter be clarified to give the Clerk responsibility for all personnel within his or her office.

Shall the above-described Charter Amendment be adopted?

Yes

No

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The Town Charter places no restrictions on Town Council appointments to Town Boards, Agencies, and/or Committees. It is proposed that 1) all prospective appointments by the Council be made from among citizens of the Town at-large, and not specific residential districts except where otherwise required by the Charter and 2) that no citizen may serve on more than two of these entities simultaneously.

Shall the above-described Charter Amendment be adopted?

Yes

No

12. Revision of Requirements for Waiver of Competitive Bidding

The Town Charter currently allows for the Town Council to waive competitive bidding by an affirmative vote of four Council Members. It is proposed that the Council may waive competitive bidding by an affirmative vote of a majority plus one of the Council Members present at the meeting.

Shall the above-described Charter Amendment be adopted?

- Yes
- No

13. Inclusion of ‘Green’ Technology Requirements

The Town Charter currently requires the Town Council and Town Manager to create an Information Technology (IT) department to make government more effective and efficient. It is proposed that this requirement be expanded to require additional use of technology to make Town government more accessible and transparent, reduce use of paper and the Town’s carbon footprint, and otherwise use technology to save the Town energy and space.

Shall the above-described Charter Amendment be adopted?

- Yes
- No

14. Permitting a More Stringent Sexual Predator Ordinance

The Town Charter currently requires that the Town Council adopt an ordinance on Sexual Predators consistent with the Miami-Dade County ordinance on Sexual Predators. It is proposed that the Council be permitted to also pass an ordinance on Sexual Predators more stringent than the County ordinance, and in the alternative continue to be governed by the Miami-Dade County ordinance.

Shall the above-described Charter Amendment be adopted?

- Yes
- No

15. Enhancing Requirements for Ethical Behavior

The Town Charter restricts Council Members from doing business with the Town, and they are barred from holding compensated Town positions for a year after serving. It is proposed that 1) the restrictions on doing business expand to include the Town Manager; Town Attorney; Town Clerk; Department Directors; Town Staff; or procurement selection committee members and 2) bar Council Members from compensated positions for two years after serving.

Shall the above-described Charter Amendment be adopted?

Yes

No

16. Reform of Process for Approval of Town Budget

The Town Charter currently requires that the Town budget be approved by ordinance, and the budget must be approved by September 30th. It is proposed that 1) the budget be adopted and/or amended by resolution after a public hearing and 2) the time for budget approval, public notice of the budget and advertising requirements for the budget be the same as required under Florida law.

Shall the above-described Charter Amendment be adopted?

Yes

No

17. Revision of Process for Approval of General Obligation Bond Issues

The Town Charter currently requires that general obligation bond issues be approved by ordinance. It is proposed that a general obligation bond requiring approval of the voters may be placed on the ballot via resolution.

Shall the above-described Charter Amendment be adopted?

Yes

No

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The Town Charter provides no time frames for run-off elections, and elected officials' terms end on Election Day the year their terms expire. It

is proposed that run-off elections be held 1) if possible, with county or state elections, 2) no less than 14 nor more than 35 days following the necessitating election and 3) that terms of elected officials end at the commencement of their successors' terms.

Shall the above-described Charter Amendment be adopted?

Yes

No

19. Composition of Charter Revision Committee

The Town Charter currently allows the Mayor, Vice-Mayor, and Town Council to appoint a person to the Charter Revision Commission, so long as there is at least one person from each of the three Residential Areas among the five Charter Revision Commission members. It is proposed that each Council Member representing a district be required to appoint a person from his or her Council district.

Shall the above-described Charter Amendment be adopted?

Yes

No

The full text of the proposed Town Charter Amendment is available at the office of the Town Clerk located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189.

Town Clerk

Section 7. Copies. That copies of this Resolution proposing the Charter Amendments are on file at the offices of the Town Clerk located at Town of Cutler Bay 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, and are available for public inspection during regular business hours.

Section 8. Effectiveness.

A. That each of the Charter amendments which are provided for in Sections 2 and 4 above shall become effective only if the majority of the qualified electors voting on the specific Charter amendment vote for its adoption, and it shall be considered adopted and effective upon certification of election results.

B. That the Town Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Town Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Town Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

C. That following the adoption of the Charter amendments, the Town Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

Section 9. Inclusion In The Charter. Subject to the requirements of Section 8 above, it is the intention of the Town Council and it is hereby provided that the Charter Amendment shall become and be made a part of the Charter of the Town of Cutler Bay; that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

Section 10. Severability. That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

Section 11. Conflicts . That in the event that the provisions of this Resolution conflict with any other Town Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

Section 12. Effective Date. That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2008.

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



Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council
From: Steven J. Alexander, Town Manager
Date: July 16, 2008
Re: Purchase of four (4) Police Vehicles

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PURCHASING, ; APPROVING THE PURCHASE OF FOUR (4) MOTOR VEHICLES FOR THE POLICE DEPARTMENT, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MANAGER TO PURCHASE MOTOR VEHICLES AND RELATED EQUIPMENT FROM MAROONE CHEVROLET IN AN AMOUNT NOT TO EXCEED \$116,175.50 EXECUTE ANY REQUIRED DOCUMENTS; WAIVING COMPETITIVE BIDDING PURSUANT TO TOWN CHARTER SECTION 3.10, AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town Council recently adopted Resolution 07-57, approving the Addendum to the Town's Police Services Interlocal Agreement. Subsequently, the Miami-Dade Board of County Commissioners approved the proposed Addendum and executed the Agreement.

Town staff was able to obtain a proposal from Maroone Auto Plaza which included several purchase incentives for the purchase of two (2) SUVs and two (2) full sized pick-up trucks. The manufacturer (Chevrolet) is providing several purchase incentives on the proposed vehicles that were not offered during past vehicle purchases. The incentives are part of a current sales promotion which was not offered to the "government" sales division. Both Town staff and Police Command staff have reviewed and agree with the attached written proposals. The proposed vehicles will be utilized on a daily basis and will serve as "emergency" response vehicles, due to their height, during heavy rains (flooding) & storms.

In accordance with Section 3.10 of the Town Charter, the Town Manager hereby recommends to the Town Council that it is not practicable or advantageous for the Town to competitively bid these items.

RECOMMENDATION

My recommendation is that, subject to the provisions of the Town Charter cited above, formal competitive bidding be waived upon a 4/5 vote of the Town Council, and that the Manager be authorized to procure the police vehicles.

RESOLUTION NO. 08-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PURCHASING, APPROVING THE PURCHASE OF FOUR (4) MOTOR VEHICLES FOR THE POLICE DEPARTMENT, AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MANAGER TO PURCHASE MOTOR VEHICLES AND RELATED EQUIPMENT FROM MAROONE CHEVROLET IN AN AMOUNT NOT TO EXCEED \$116,175.50 EXECUTE ANY REQUIRED DOCUMENTS; WAIVING COMPETITIVE BIDS PURSUANT TO TOWN CHARTER SECTION 3.10, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 07-57, the Town of Cutler Bay (the "Town") approved an addendum to the agreement between Miami-Dade County Police Department; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to acquire four (4) Police Motor vehicles; and

WHEREAS, the Town Council has allocated funding for the purchase of four (4) vehicles within the Police Department's Fiscal Year 2007-08 Operating Budget; and

WHEREAS, Town staff has reviewed and agrees with Maroone Chevrolet's proposal and pricing incentive package; and

WHEREAS, in accordance with the provisions of Town Charter Section 3.10, the Town Manager has stated in writing and the Town Council has determined that it is impracticable to solicit competitive bids or proposals for such items.

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

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

Section 2. Authorization. The Town Manager is authorized to execute an agreement with a vendor for the purchase of four (4) Police Vehicles in substantially the form attached hereto and in an amount not to exceed \$116,175.50 on behalf of the Town, and the competitive bidding requirements of Section 3.10 of the Town Charter are hereby waived to the extent they would require a competitive process for the purchase of said vehicles

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

PASSED AND ADOPTED this ____ day of _____, 2008.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

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

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

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

- CHEVROLET
- OLDSMOBILE
- ISUZU
- KIA
- NISSAN
- OTHER



Auto Plaza

8600 Pines Boulevard (S.R. 820)
 Pembroke Pines, Florida 33024
 Broward: (954) 433-3300
 N. Broward: (954) 930-3200
 Dade: (305) 621-3614
 Toll Free: 1-800-CAR-COST
 www.maroone.com

RETAIL BUYER'S ORDER

CUSTOMER CONTROL NO.
3427069

STOCK NO.
BR173802

DEAL NO.
198739

DATE
06/02/2008

E-MAIL ADDRESS

PURCHASER'S NAME
TOWN OF CUTLER BAY

DL NO. S.S. NO. D.O.B.

CO-PURCHASER'S NAME
 DL NO. S.S. NO. D.O.B.

ADDRESS
10720 CARIBBEAN DRIVE

HOME TELEPHONE
(305) 234-4262

BUS. TELEPHONE
(305) 234-4262

SOURCE OF CUSTOMER
COMMERCIAL FLEET

CITY
CUTLER BAY

CO.
MIAMI-DA

ST.
FL

ZIP
33189

SALESPERSON #1
IEVES.ANGEL

I.D. NO.
55083

SALESPERSON #2

I.D. NO.

YEAR
2008

MAKE
CHEVROLET

MODEL NO.
CC10706

MILEAGE
14

SERIAL NO.
1 | G | N | F | C | 1 | 3 | 0 | 8 | 8 | R | 1 | 7 | 3 | 8 | 0 | 2

PLEASE ENTER NEW CAR USED CAR CHECK HERE IF THIS UNIT WAS PREVIOUSLY A LEASED VEHICLE
 ANY OFFER FOR NEW TRUCK USED TRUCK CHECK HERE IF THIS UNIT WAS PREVIOUSLY USED AS A DEMONSTRATOR

COLOR: **SUMMI**

INTERIOR: **BLACK**

ENGINE: **5.3 LITER**

TRANSMISSION: **A**

BODY STYLE:

The provisions of F.S. 316.251(1) requires that the motor vehicle described below, which you have purchased, be equipped with bumpers, front and rear and meet certain height requirements.
 We the seller, understand that you will have a bumper installed as required or that you will make the necessary adjustments in bumper height and that you will be responsible for any penalties that may be imposed as a result of any violation of this law.

Date _____ Customer _____

***DEALER SERVICES**
 THIS CHARGE REPRESENTS COST AND PROFITS TO THE SELLER/DEALER FOR ITEMS SUCH AS INSPECTING SERVICES AND ADDING FUEL TO THE NEW AND USED VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE*

USED CARS & TRUCKS ONLY
 Customer acknowledges that it has not been represented to him or her, by any agent of the Seller, that the vehicle which is the subject of this purchase has or has not ever sustained damage prior to the purchase. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contract provisions in the Contract of Sale.

PLEASE BE SURE TO BRING

- TITLE TO YOUR TRADE
- REGISTRATION IF TRANSFERRING YOUR TAG
- PROOF OF P.I.P. INSURANCE
- PROOF OF COLLISION INSURANCE
- PROOF OF PROPERTY DAMAGE, LIABILITY INSURANCE

NO GUARANTEE ON WINDOW TINTING

"AS IS"
 Any warranties on the product sold hereby are those made by the manufacturer. The Seller, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product.

**** LIEN PAYOFF AFFIDAVIT**

THIS IS AN ESTIMATED PAYOFF ONLY SINCE WE CANNOT CONFIRM AN EXACT AMOUNT AT THIS TIME, AND IF THE ACTUAL PAYOFF IS HIGHER THAN THE AMOUNT STATED, IT WILL BE NECESSARY TO COLLECT ADDITIONAL MONEY.

CUSTOMER AGREES TO PAY ANY ADDITIONAL MONIES OWED WITHIN 48 HOURS OF BEING NOTIFIED. IF PAYMENT IS NOT RECEIVED, THE UNDERSIGNED CUSTOMER AUTHORIZES MAROONE CHEVROLET TO RECORD A LIEN ON THE VEHICLE BEING PURCHASED.

X _____ DATE _____

X _____ DATE _____

TRADE-IN PAYOFF VERIFICATION

AMOUNT: **\$0.00** PAYOFF GOOD TILL: **///**

PAYOFF VERIFIED AT BANK BY: _____ ANY 2nd LIENS: **YES / NO**

VERIFIED BY SALESPERSON: _____ DATE: _____

PHYSICAL DESCRIPTION OF TRADE-IN

YEAR: _____ MAKE: _____ MODEL: _____ COLOR: _____

I.D. NO. _____ MILES: _____

RETAIL PRICE	\$	
DEALER INSTALLED EQUIPMENT		
NATIONAL FLEET PURCHASE		
FAN # 000400527		
PROTECTION PACKAGE: PAINT SEALANT UNDERBODY FLAME PROTECTION		
TOTAL INCLUDING ACCESSORIES	35239	00
LESS DISCOUNT AND/OR USED CAR ALLOWANCE		0 00
CASH DIFFERENCE	35,239	00
*DEALER SERVICES	0	00
FLORIDA BATTERY AND TIRE FEE	6	50
PLUS 6% SALES TAX	0	00
DADE CO. SURTAX 05	0	00
LUXURY TAX	0	00
STATE VEHICLE WARRANT-ENFORCEMENT ACT PLUS REGISTRATION TAG & TITLE FEE	50	00
SUB TOTAL	35295	50
** PLUS USED CAR BALANCE OWED	0	00
REBATE PARTIAL PAYMENT	4,750	00
CASH DOWN PAYMENT ON DELIVERY	0	00
SUB-TOTAL	30,545	50
PARTIAL PAYMENT		
PARTIAL PAYMENT		
ROAD HAZARD WARRANTY		
AUTO THEFT PREVENTION PKG		
EXTENDED SERVICE AGREEMENT	0	00
MISCELLANEOUS		
6% SALES TAX ON OPTIONS ADDED		
FLA. STATE NEW WHEELS TAG. FEE \$10.00		
TOTAL AMOUNT DUE	30,545	50

PHYSICAL DESCRIPTION OF SECOND TRADE-IN

YEAR: _____ MAKE: _____ MODEL: _____ COLOR: _____

I.D. NO. _____ MILES: _____

LIENHOLDER

ADDRESS: _____ STATE: _____ ZIP: _____

LOAN ACCT. # _____ Tel. () _____

On a cash transaction this offer is not valid unless signed and accepted by Dealer. Once accepted, deposits are non-refundable.
 On a credit transaction the purchaser's offer is not accepted and the transaction is not consummated until (a) approved in writing by Dealer and a responsible Bank or Finance Company, and (b) all disclosures required by the Federal Consumer Credit Protection Act (Truth in Lending Act) have been given and (c) purchaser(s) and Dealer have signed an installment Sales Contract.
 I certify that the above information is complete and accurate. I authorize an investigation of my credit and employment history and the release of information about my credit experience.
 THE DEPOSIT WILL HOLD VEHICLE FOR A PERIOD OF 24 HOURS ONLY.

I HEREBY AGREE TO ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE.

Purchaser's Signature _____ Date _____

Accepted By _____ Manager _____

- CHEVROLET
- OLDSMOBILE
- ISUZU
- KIA
- NISSAN
- OTHER

Maroone

Auto Plaza

8600 Pines Boulevard (S.R. 820)
 Pembroke Pines, Florida 33024
 Broward: (954) 433-3300
 N. Broward: (954) 930-3200
 Dade: (305) 621-3614
 Toll Free: 1-800-CAR-COST
 www.maroone.com

RETAIL BUYER'S ORDER

E-MAIL ADDRESS				CUSTOMER CONTROL NO.					
PURCHASER'S NAME TOWN OF CUTLER BAY				DL. NO.		S.S. NO.		D.O.B.	
CO-PURCHASER'S NAME				DL. NO.		S.S. NO.		D.O.B.	
ADDRESS 10720 CARIBBEAN DRIVE				HOME TELEPHONE (305) 234-4262		BUS TELEPHONE		SOURCE OF CUSTOMER COMMERCIAL FLEET	
CITY CUTLER BAY		CO. MIAMI-DA	ST FL	ZIP 33189	SALESPERSON #1 NIEVES, ANGEL		SALESPERSON #2		I.D. NO.
YEAR 2008	MAKE CHEVROLET	MODEL NO. CC10706		MILEAGE 14	SERIAL NO. 1 G N F C 1 3 0 2 8 R 1 8 6 5 5 9				

PLEASE ENTER NEW CAR USED CAR CHECK HERE IF THIS UNIT WAS PREVIOUSLY A LEASED VEHICLE
 MY OFFER FOR NEW TRUCK USED TRUCK CHECK HERE IF THIS UNIT WAS PREVIOUSLY USED AS A DEMONSTRATOR

COLOR: GRAYS
 INTERIOR: GRAY
 ENGINE: 5.3 LITER
 TRANSMISSION: A
 BODY STYLE:

The provisions of F.S. 316.251 (1) requires that the motor vehicle described below, which you have purchased, be equipped with bumpers, front and rear and meet certain height requirements.
 We the seller, understand that you will have a bumper installed as required or that you will make the necessary adjustments in bumper height and that you will be responsible for any penalties that may be imposed as a result of any violation of this law.
 Date _____ Customer _____

DEALER SERVICES
 THIS CHARGE REPRESENTS COST AND PROFITS TO THE SELLER/DEALER FOR ITEMS SUCH AS INSPECTING SERVICES AND ADDING FUEL TO THE NEW AND USED VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE

USED CARS & TRUCKS ONLY
 Customer acknowledges that it has not been represented to him or her, by any agent of the Seller, that the vehicle which is the subject of this purchase has or has not ever sustained damage prior to the purchase. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contract provisions in the Contract of Sale.

PLEASE BE SURE TO BRING
 1. TITLE TO YOUR TRADE.
 2. REGISTRATION IF TRANSFERRING YOUR TAG.
 3. PROOF OF P.I.P. INSURANCE
 4. PROOF OF COLLISION INSURANCE
 5. PROOF OF PROPERTY DAMAGE, LIABILITY INSURANCE.

**NO
GUARANTEE
ON WINDOW
TINTING**

"AS IS"
 Any warranties on the product sold hereby are those made by the manufacturer. The Seller, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product.

**** LIEN PAYOFF AFFIDAVIT ****
 THIS IS AN ESTIMATED PAYOFF ONLY SINCE WE CANNOT CONFIRM AN EXACT AMOUNT AT THIS TIME, AND IF THE ACTUAL PAYOFF IS HIGHER THAN THE AMOUNT STATED, IT WILL BE NECESSARY TO COLLECT ADDITIONAL MONEY.
 CUSTOMER AGREES TO PAY ANY ADDITIONAL MONIES OWED WITHIN 48 HOURS OF BEING NOTIFIED. IF PAYMENT IS NOT RECEIVED, THE UNDERSIGNED CUSTOMER AUTHORIZES MAROONE CHEVROLET TO RECORD A LIEN ON THE VEHICLE BEING PURCHASED.
 X _____ DATE _____
 X _____ DATE _____

TRADE IN PAYOFF VERIFICATION

AMOUNT \$ **\$0.00** PAYOFF GOOD TRL _____
 PAYOFF VERIFIED AT BANK BY _____ ANY 2nd LIENS YES / NO
 VERIFIED BY SALESPERSON _____ DATE _____

PHYSICAL DESCRIPTION OF TRADE-IN

YEAR:	MAKE:	MODEL:	COLOR:
I.D. NO.			MILES:

RETAIL PRICE	\$	
DEALER INSTALLED EQUIPMENT		
NATIONAL FLEET PURCHASE		
FAN # 000400527		
PROTECTION PACKAGE: FRONT SEATBELT SAFETYBELT AIRBAG PROTECTION		
TOTAL INCLUDING ACCESSORIES	35239.00	
LESS DISCOUNT AND/OR USED CAR ALLOWANCE	0.00	
CASH DIFFERENCE	35,239.00	
*DEALER SERVICES	0.00	
FLORIDA BATTERY AND TIRE FEE	6.50	
PLUS 6% SALES TAX	0.00	
DADE CO SURTAX .05	0.00	
LUXURY TAX	0.00	
SEATE VEHICLE SUBORDINATE ENFORCEMENT ACT PLUS REGISTRATION TAG & TITLE FEE	50.00	
SUB TOTAL	35295.50	
** PLUS USED CAR BALANCE OWED	0.00	
REBATE PARTIAL PAYMENT	4,750.00	
CASH DOWN PAYMENT ON DELIVERY	0.00	
SUB TOTAL	30,545.50	
PARTIAL PAYMENT		
PARTIAL PAYMENT		
ROAD HAZARD WARRANTY		
AUTO THEFT PREVENTION PKG		
EXTENDED SERVICE AGREEMENT	0.00	
MISCELLANEOUS		
6% SALES TAX ON OPTIONS ADDED		
FLA STATE NEW WHEELS TAG FEE \$10.00		
TOTAL AMOUNT DUE	30,545.50	

PHYSICAL DESCRIPTION OF SECOND TRADE-IN

YEAR:	MAKE:	MODEL:	COLOR:
I.D. NO.			MILES:

LIENHOLDER _____
 ADDRESS: _____ STATE: _____ ZIP: _____
 LOAN ACCT. # _____ Tel. () _____

On a cash transaction this offer is not valid unless signed and accepted by Dealer. Once accepted, deposits are non-refundable.
 On a credit transaction the purchaser's offer is not accepted and the transaction is not consummated until (a) approved in writing by Dealer and a responsible Bank or Finance Company and (b) all disclosures required by the Federal Consumer Credit Protection Act (Truth in Lending Act) have been given and let purchaser's and Dealer have signed an Installment Sales Contract.
 I certify that the above information is complete and accurate. I authorize an investigation of my credit and employment history and the release of information about my credit experience.
THE DEPOSIT WILL HOLD VEHICLE FOR A PERIOD OF 24 HOURS ONLY.

I HEREBY AGREE TO ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE.

Purchaser's Signature _____ Date _____
 Co. Signature _____ Date _____

Accepted By _____ Manager _____

- CHEVROLET
- OLDSMOBILE
- ISUZU
- KIA
- NISSAN
- OTHER

Maroone

Auto Plaza

8600 Pines Boulevard (S.R. 820)
 Pembroke Pines, Florida 33024
 Broward: (954) 433-3300
 N. Broward: (954) 930-3200
 Dade: (305) 621-3614
 Toll Free: 1-800-CAR-COST
 www.maroone.com

RETAIL BUYER'S ORDER

CUSTOMER CONTROL NO	3427069
STOCK NO.	8G133412
DEAL NO.	198353
DATE	06/02/2008

E-MAIL ADDRESS		DL NO.		S.S. NO.		D.O.B.	
PURCHASER'S NAME		DL NO.		S.S. NO.		D.O.B.	
TOWN OF CUTLER BAY							
CO-PURCHASER'S NAME							
ADDRESS		HOME TELEPHONE		BUS TELEPHONE		SOURCE OF CUSTOMER	
10720 CARIBBEAN DRIVE		(305) 234-4262		(305) 234-4262		COMMERCIAL FLEET	
CITY	CO	ST	ZIP	SALESPERSON #1	I.D. NO.	SALESPERSON #2	I.D. NO.
CUTLER BAY	MIAMI-DA	FL	33189	NIEVES, ANGEL	55083		
YEAR	MAKE	MODEL NO.		MILEAGE	SERIAL NO.		
2008	CHEVROLET	CC10543		25	3 G C E C 1 3 0 9 8 G 1 3 3 4 1 2		

PLEASE ENTER NEW CAR USED CAR **CHECK HERE** IF THIS UNIT WAS PREVIOUSLY A LEASED VEHICLE
 MY OFFER FOR NEW TRUCK USED TRUCK **CHECK HERE** IF THIS UNIT WAS PREVIOUSLY USED AS A DEMONSTRATOR

COLOR: SUMMI
 INTERIOR: BLACK
 ENGINE: 5.3 LITER
 TRANSMISSION: A
 BODY STYLE:

The provisions of FS 316.251 (1) requires that the motor vehicle described below, which you have purchased, be equipped with bumpers, front and rear and meet certain height requirements.
 We the seller, understand that you will have a bumper installed as required or that you will make the necessary adjustments in bumper height and that you will be responsible for any penalties that may be imposed as a result of any violation of this law.
 Date _____ Customer _____

***DEALER SERVICES**
 THIS CHARGE REPRESENTS COST AND PROFITS TO THE SELLER/DEALER FOR ITEMS SUCH AS INSPECTING SERVICES AND ADDING FUEL TO THE NEW AND USED VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE*

USED CARS & TRUCKS ONLY
 Customer acknowledges that it has not been represented to him or her by any agent of the Seller, that the vehicle which is the subject of this purchase has or has not over sustained damage prior to the purchase. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contract provisions in the Contract of Sale.

PLEASE BE SURE TO BRING	NO GUARANTEE ON WINDOW TINTING
1. TITLE TO YOUR TRADE	
2. REGISTRATION IF TRANSFERRING YOUR TAG	
3. PROOF OF P.F.I. INSURANCE	
4. PROOF OF COLLISION INSURANCE.	
5. PROOF OF PROPERTY DAMAGE, LIABILITY INSURANCE.	

"AS IS"
 Any warranties on the product sold hereby are those made by the manufacturer. The Seller, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product.

**** LIEN PAYOFF AFFIDAVIT**

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CUSTOMER AGREES TO PAY ANY ADDITIONAL MONIES OWED WITHIN 48 HOURS OF BEING NOTIFIED. IF PAYMENT IS NOT RECEIVED, THE UNDERSIGNED CUSTOMER AUTHORIZES MAROONE CHEVROLET TO RECORD A LIEN ON THE VEHICLE BEING PURCHASED.

X _____ DATE _____
 X _____ DATE _____

TRADE-IN PAYOFF VERIFICATION

AMOUNT: \$0.00 PAYOFF GOOD TITLE: / /

PAID OFF VERIFIED AT BANK BY: _____ ANY 2nd LIENS: YES / NO

VERIFIED BY SALESPERSON: _____ DATE: _____

PHYSICAL DESCRIPTION OF TRADE-IN

YEAR: _____ MAKE: _____ MODEL: _____ COLOR: _____

I.D. NO: _____ MILES: _____

RETAIL PRICE	\$
DEALER INSTALLED EQUIPMENT	
NATIONAL FLEET PURCHASE	
FAN# 000400527	
PROTECTION PACKAGE: PAINT SEALANT UNDERCOAT FABRIC PROTECTION	
TOTAL INCLUDING ACCESSORIES	31039.00
LESS DISCOUNT AND/OR USED CAR ALLOWANCE	0.00
CASH DIFFERENCE	31,039.00
*DEALER SERVICES	0.00
FLORIDA BATTERY AND TIRE FEE	6.50
PLUS 6% SALES TAX	0.00
DADE CO SURTAX .05	0.00
LUXURY TAX	0.00
STATE VEHICLE WARRANTY ENFORCEMENT ACT PLUS REGISTRATION TAG & TITLE FEE	50.00
SUB TOTAL	31095.50
** PLUS USED CAR BALANCE OWED	0.00
REBATE PARTIAL PAYMENT	4,750.00
CASH DOWN PAYMENT ON DELIVERY	0.00
SUB TOTAL	26,345.50
PARTIAL PAYMENT	
PARTIAL PAYMENT	
ROAD HAZARD WARRANTY	
AUTO THEFT PREVENTION PKG	
EXTENDED SERVICE AGREEMENT	0.00
MISCELLANEOUS	
6% SALES TAX ON OPTIONS ADDED	
FLA. STATE NEW WHEELS TAG. FEE \$10.00	
TOTAL AMOUNT DUE	26,345.50

PHYSICAL DESCRIPTION OF SECOND TRADE-IN

YEAR: _____ MAKE: _____ MODEL: _____ COLOR: _____

I.D. NO: _____ MILES: _____

LIENHOLDER _____

ADDRESS: _____ STATE: _____ ZIP: _____

LOAN ACCT. # _____ Tel. () _____

On a cash transaction this offer is not valid unless signed and accepted by Dealer. Once accepted deposits are non-refundable.
 On a credit transaction the purchaser(s) offer is not accepted and the transaction is not consummated until (al approved in writing by Dealer and a responsible Bank or Finance Company and for all disclosures required by the Federal Consumer Credit Protection Act (Truth in Lending Act) have been given and (al purchaser(s) and Dealer have signed an Installment Sales Contract I certify that the above information is complete and accurate. I authorize an investigation of my credit and employment history and the release of information about my credit experience. THE DEPOSIT WILL HOLD VEHICLE FOR A PERIOD OF 24 HOURS ONLY

I HEREBY AGREE TO ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE.

Purchaser's Signature _____ Date _____
 Co-Signature _____ Date _____
 Accepted By: _____ Manager

- CHEVROLET
- OLDSMOBILE
- ISUZU
- KIA
- NISSAN
- OTHER

Maroone

Auto Plaza

8600 Pines Boulevard (S.R. 820)
 Pembroke Pines, Florida 33024
 Broward: (954) 433-3300
 N. Broward: (954) 930-3200
 Dade: (305) 621-3614
 Toll Free: 1-800-CAR-COST
 www.maroone.com

RETAIL BUYER'S ORDER

CUSTOMER CONTROL NO	3427069
STOCK NO	8G158934
DEAL NO.	198351
DATE	06/02/2008

PURCHASER'S NAME				DL NO.	S.S. NO.	D.O.B.	
TOWN OF CUTLER BAY							
CO-PURCHASER'S NAME				DL NO.	S.S. NO.	D.O.B.	
ADDRESS				HOME TELEPHONE	BUS TELEPHONE	SOURCE OF CUSTOMER	
10720 CARIBBEAN DRIVE				(305) 234-4262	(305) 234-4262	COMMERCIAL FLEET	
CITY	CO.	ST.	ZIP	SALESPERSON #1	I.D. NO.	SALESPERSON #2	I.D. NO.
CUTLER BAY	MIAMI-DA	FL	33189	NIEVES, ANGEL	55083		
YEAR	MAKE	MODEL NO.	MILEAGE	SERIAL NO.			
2008	CHEVROLET	CC10543	41	3 G C B C 1 3 0 X 8 G 1 5 8 9 3 4			

PLEASE ENTER NEW CAR USED CAR CHECK HERE IF THIS UNIT WAS PREVIOUSLY A LEASED VEHICLE
 MY OFFER FOR NEW TRUCK USED TRUCK CHECK HERE IF THIS UNIT WAS PREVIOUSLY USED AS A DEMONSTRATOR

COLOR: BLACK
 INTERIOR: GRAY
 ENGINE: 5.3L
 TRANSMISSION: A
 BODY STYLE:

The provisions of F.S. 316.251 (1) requires that the motor vehicle described below, which you have purchased, be equipped with bumpers, front and rear and meet certain height requirements.
 We the seller, understand that you will have a bumper installed as required or that you will make the necessary adjustments in bumper height and that you will be responsible for any penalties that may be imposed as a result of any violation of this law.
 Date _____ Customer _____

***DEALER SERVICES**
 THIS CHARGE REPRESENTS COST AND PROFITS TO THE SELLER/DEALER FOR ITEMS SUCH AS INSPECTING SERVICES AND ADDING FUEL TO THE NEW AND USED VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE*

USED CARS & TRUCKS ONLY
 Customer acknowledges that it has not been represented to him or her, by any agent of the Seller, that the vehicle which is the subject of this purchase has or has not ever sustained damage prior to the purchase. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contract provisions in the Contract of Sale.

- | | |
|--|---------------------------------------|
| PLEASE BE SURE TO BRING | NO GUARANTEE ON WINDOW TINTING |
| 1. TITLE TO YOUR TRADE. | |
| 2. REGISTRATION IF TRANSFERRING YOUR TAG | |
| 3. PROOF OF P.I.P. INSURANCE | |
| 4. PROOF OF COLLISION INSURANCE | |
| 5. PROOF OF PROPERTY DAMAGE, LIABILITY INSURANCE | |

"AS IS"
 Any warranties on the product sold hereby are those made by the manufacturer. The Seller, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product.

**** LIEN PAYOFF AFFIDAVIT**
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 CUSTOMER AGREES TO PAY ANY ADDITIONAL MONIES OWED WITHIN 48 HOURS OF BEING NOTIFIED. IF PAYMENT IS NOT RECEIVED, THE UNDERSIGNED CUSTOMER AUTHORIZES MAROONE CHEVROLET TO RECORD A LIEN ON THE VEHICLE BEING PURCHASED.
 X _____ DATE _____
 X _____ DATE _____

TRADE-IN PAYOFF VERIFICATION

AMOUNT \$	\$0.00	PAYOFF GOOD TILL	/ /
PAYOFF VERIFIED AT BANK BY		ANY 2nd LIENS	YES / NO
VERIFIED BY SALESPERSON		DATE	

PHYSICAL DESCRIPTION OF TRADE-IN

YEAR:	MAKE:	MODEL:	COLOR:
I.D. NO.			MILES:

RETAIL PRICE	\$
DEALER INSTALLED EQUIPMENT	
NATIONAL FLEET PURCHASE	
FAN # 000400527	
PROTECTION PACKAGE: PAINT SEALANT, UNDERCARRIAGE PROTECTION	
TOTAL INCLUDING ACCESSORIES	33439.00
LESS: DISCOUNT AND/OR USED CAR ALLOWANCE	0.00
CASH DIFFERENCE	33,439.00
*DEALER SERVICES	0.00
FLORIDA BATTERY AND TIRE FEE	6.50
PLUS 6% SALES TAX	0.00
DADE CO. SURTAX .05	0.00
LUXURY TAX	0.00
STATE VEHICLE EQUIPMENT ENFORCEMENT ACT	
PLUS REGISTRATION TAG & TITLE FEE	50.00
SUB TOTAL	33495.50
** PLUS USED CAR BALANCE OWED	0.00
REGATE PARTIAL PAYMENT	4,750.00
CASH DOWN PAYMENT ON DELIVERY	0.00
SUB-TOTAL	28,745.50
PARTIAL PAYMENT	
PARTIAL PAYMENT	
ROAD HAZARD WARRANTY	
AUTO THEFT PREVENTION PKG.	
EXTENDED SERVICE AGREEMENT	0.00
MISCELLANEOUS	
6% SALES TAX ON OPTIONS ADDED	
FLA STATE NEW WHEELS TAG. FEE \$10.00	
TOTAL AMOUNT DUE	28,745.50

PHYSICAL DESCRIPTION OF SECOND TRADE-IN

YEAR:	MAKE:	MODEL:	COLOR:
I.D. NO.			MILES:

LIENHOLDER
 ADDRESS: STATE: ZIP:
 LOAN ACCT. # Tel. ()

On a cash transaction this offer is not valid unless signed and accepted by Dealer. Once accepted, deposits are non-refundable.
 On a credit transaction the purchaser's offer is not accepted and the transaction is not consummated until (a) approved in writing by Dealer and a responsible Bank or Finance Company and (b) all disclosures required by the Federal Consumer Credit Protection Act (Truth in Lending Act) have been given and (c) purchaser(s) and Dealer have signed an installment Sales Contract.
 I certify that the above information is complete and accurate. I authorize an investigation of my credit and employment history and the release of information about my credit experience.
 THE DEPOSIT WILL HOLD VEHICLE FOR A PERIOD OF 24 HOURS ONLY.

I HEREBY AGREE TO ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE.

Purchaser's Signature	Date	Approved By	Manager
Co-Signature	Date		



Miami-Dade Police Department

Director's Office



An Internationally
Accredited
Police Service

June 25, 2008

Mr. Steven Alexander
Town Manager
Town of Cutler Bay
10720 Caribbean Boulevard
Suite 105
Cutler Bay, Florida 33189

Dear Mr. Alexander,

Thank you for your recent letter advising the Town of Cutler Bay's intent to purchase four unmarked vehicles for the exclusive use of the Town's Policing Unit. As your letter states, the Town will provide insurance and assume liability for the vehicles and be responsible for all fuel and maintenance costs. Major Miller will work with your staff to complete scheduled maintenance for these vehicles.

The Miami-Dade Police Department shares your commitment in providing professional law enforcement services to the residents of the Town of Cutler Bay. We look forward to working with you to ensure the success of this program.

If you should have any questions, please contact Major James J. O'Donnell at (305) 471-3226.

Sincerely,

Robert Parker
Director

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Office of the Town Manager

Steven J. Alexander
Town Manager

June 16, 2008

Robert Parker
Director
Miami-Dade Police Department
9105 NW 25th Street
Miami, FL. 33172

Dear Mr. Parker,

RE: Proposed City Vehicles for Exclusive Use by the Town of Cutler Bay Policing Unit

The subsequent to BCC approval, the Town of Cutler Bay is planning to purchase four unmarked vehicles, which will consist of two Chevrolet Tahoe's and two Chevrolet Silverado's, for the exclusive use of the Town of Cutler Bay Policing Unit. The cost of these vehicles is \$116,982, of which the Town would assume all cost of purchase.

Additionally, the Town will provide insurance for the vehicles through the League of Cities, which is our preferred insurer for all of our vehicles. The Town will also assume all fuel and maintenance costs associated with of the vehicles. Officers safety and health and other such issues will still be covered through the County's Risk Management Division.

We look forward to your agreement on these points so that we may complete the transaction. As always, if you or your staff have any questions please do not hesitate to contact me.

Sincerely,



Steven Alexander



Miami-Dade Police Department

Director's Office



An Internationally
Accredited
Police Service

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October 25, 2007

Mr. Steven Alexander
Town Manager
Town of Cutler Bay
10720 Caribbean Boulevard
Suite 105
Cutler Bay, Florida 33189

Dear Mr. Alexander:

Thank you for your recent request to purchase vehicles with Town monies. Once purchased, you will then transfer title of the vehicles to Miami-Dade County for the sum of one dollar each, which will remain in effect for the duration of the Local Police Patrol Agreement. As the current Local Police Patrol Agreement does not contain this provision, Addendum A to the Agreement has been designed by our Police Legal Bureau to facilitate your request.

Addendum A is enclosed for your review and signature. Upon receipt, the Miami-Dade Police Department will further execute this document through the County Manager's Office. We look forward to working with you and Town Commander Richard Pichardo to facilitate implementation of your request.

If you should have any questions, please contact Major James J. O'Donnell at (305) 471-3226.

Sincerely,

Robert Parker
Director

Enclosure

c: George M. Burgess
County Manager

Alina T. Hudak
Assistant County Manager

RESOLUTION NO. 07-57

A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF CUTLER, BAY, FLORIDA APPROVING AN ADDENDUM TO THE AGREEMENT BETWEEN THE MIAMI-DADE COUNTY, THE MIAMI-DADE POLICE DEPARTMENT AND THE TOWN OF CUTLER BAY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 06-67, the Town of Cutler Bay (the "Town") previously approved an agreement between Miami-Dade County (MDC), the Miami-Dade Police Department ("MDPD") and the Town for Local Police Services; and

WHEREAS, the Town, MDPD and MDC wish to amend the agreement to allow the Town to provide police vehicles to the MDPD and MDC.

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. Addendum A Approved. Addendum A between MDC, MDPD and the Town related to police vehicles is approved in the form attached as Exhibit "A" ("Addendum").

Section 3. Implementation. The Town Mayor is authorized to execute the Agreement on behalf of the Town.

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

PASSED and ADOPTED this 14th day of November, 2007.



PAUL S. VROOMAN, Mayor

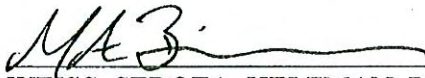
Attest:



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: Councilmember Meerbott

Seconded By: Councilmember Bell

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman YES

Vice Mayor Edward P. MacDougall YES

Councilmember Peggy R. Bell YES

Councilmember Timothy J. Meerbott YES

Councilmember Ernest N. Sochin YES

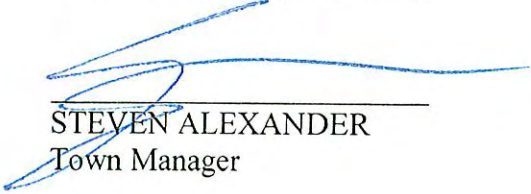
ADDENDUM A
INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND
TOWN OF CUTLER BAY FOR
LOCAL POLICE SERVICES

THIS ADDENDUM, by and between the Town of Cutler Bay a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as “the Town”), Miami-Dade County, Florida (hereinafter referred to collectively as “MDC”), the Miami-Dade Police Department (hereinafter referred to as “MDPD”).

WHEREAS, MDC and the Town pursuant to Article XXXI of this agreement are desirous of replacing Section 15.2 of this agreement with the following provision:

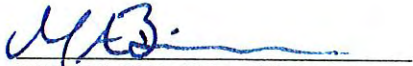
15.2. Vehicles utilized by units assigned to the Town shall be provided, maintained, and purchased solely by MDPD, unless, at the sole discretion of the Town, the Town purchases vehicles directly using MDPD vehicles specifications, as they may change from time-to-time. If the Town elects to purchase the vehicles, the Town will notify MDC no later than June 1 of each calendar year in order for MDC and the Town to coordinate the transition of the existing vehicles with the Town-provided vehicles for the following fiscal year. If the Town elects to directly purchase these vehicles, the title for these vehicles purchased by the Town will be subsequently transferred to MDC for the sum of one dollar for each and for the duration of the Agreement, the Town will be responsible for performing the maintenance of these vehicles that were formerly owned by the Town. All costs associated with any damages caused to the vehicles while in use for the Town will be the responsibility of the Town. In the event that a vehicle that was originally purchased with Town funds and subsequently titled to MDC is damaged beyond repair or “totaled” according to MDPD criteria, title will be transferred back to the Town and such vehicle will be replaced with a vehicle from the existing fleet that is similar in terms of make, model, age, mileage, and condition, and all policy charges associated with that vehicle will be incurred by the Town. After expiration or termination of the Agreement, and if there is no renewal of the Agreement, MDC agrees to transfer title to all vehicles originally purchased with Town funds back to the Town for the sum of one dollar for each and provide the Town with copies of all current maintenance records. The sale of these vehicles back to the Town will be phased in during the transition period as provided in Article XXVII. MDPD will continue to own, operate and maintain possession of any of these vehicles during the transition period when necessary to supply patrol officers with vehicles in order to maintain services pursuant to this Agreement. Furthermore, these vehicles that were originally purchased with Town funds and subsequently titled to MDC will be retired according to MDPD policies. The Town will be responsible for replacing these vehicles as they are retired. MDPD will notify the Town of the number of vehicles anticipated for retirement according to printouts provided by MDC General Services Division. Retired vehicles will be transferred back to the Town for the sum of one dollar for each vehicle.

Date: 1/16/08


STEVEN ALEXANDER
Town Manager

Date: 1/16/08

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

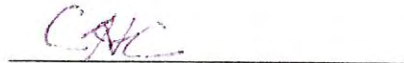
Date: 1.16.08


GEORGE M. BURGESS
County Manager

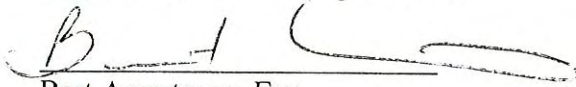



Deputy Clerk
6/12/2008

APPROVED BY COUNTY ATTORNEY AS
TO FORM AND LEGAL SUFFICIENCY


Cynthia Johnson-Stacks
Craig Collier

Prepared by MDPD Legal Bureau


Bart Armstrong, Esq.

TAB 6

RESOLUTION NO. 08- _____

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA, IN
SUPPORT OF LEGISLATION TO RESTRICT THE USE OF
PLASTIC SHOPPING BAGS, OR IN THE ALTERNATIVE
TO REPEAL THE BAN ON LOCAL AND STATE
REGULATION OF THE USE OF PLASTIC SHOPPING
BAGS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Cutler Bay (the “Town”) is increasingly concerned about the adverse environmental and political consequences of the use of plastic shopping bags by retail establishments when a good alternative to their use – paper or reusable bags – already exists; and

WHEREAS, as of 2003, National Geographic Magazine estimated that between 500 billion and 1 trillion plastic bags are consumed worldwide each year; and

WHEREAS, according to The Wall Street Journal, the U.S. goes through 100 billion plastic shopping bags annually at an estimated cost to retailers of \$4 billion; and

WHEREAS, according to the EPA, over 380 billion plastic bags, sacks and wraps are consumed in the U.S. each year; and

WHEREAS, according to the Christian Science Monitor, less than 1% of plastic bags are recycled because it costs more to recycle a plastic bag than make a new one; and

WHEREAS, plastic shopping bags are made from polyethylene, a thermoplastic made from oil, and reducing our dependence on plastic bags will correspondingly reduce our dependence on foreign oil; and

WHEREAS, plastic bags account for over 10 percent of the debris washed up on the U.S. coastline according to the National Marine Debris Monitoring Program; and

WHEREAS, plastic bags photodegrade, and over time they break down into smaller, more toxic petro-polymers which eventually contaminate our soils and waterways, according to CNN.com/Technology; and

WHEREAS, the Florida Legislature has enacted Florida Statutes § 403.7033 which prevents local government, local agency or state agency from enacting, “any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction, or tax of such auxiliary containers, wrappings, or disposable plastic bags,” until 2010; and

WHEREAS, the Florida Legislature has not taken action to address the issue either, inaction that perpetuates the use of these bags and exacerbates their adverse effect upon the environment; and

WHEREAS, the Town believes that it is in the best interest of the Town, the State of Florida, and the United States of America to act decisively to reduce the use of plastic shopping bags by retail establishments, especially given the fact that a good alternative exists in the form of paper or reusable bags.

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. Support. The Town hereby supports and urges the members of the Florida Legislature to either repeal Florida Statutes § 403.7033 to allow local governments to regulate the use of plastic shopping bags by retail establishments, or in the alternative take action themselves to either ban altogether or at least severely limit the use of plastic shopping bags by retail establishments, especially given the fact that a good alternative exists in the form of paper or reusable bags.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this ___ day of _____, 2008.

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 _____

TAB 7

RESOLUTION NO. 08-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA; DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE CLERK OR HER DESIGNEE TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER AND TAX COLLECTOR OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 1, 2008, Property Appraiser of Miami-Dade County, Florida (the "Property Appraiser") served upon the Town of Cutler Bay, Florida (the "Town"), a "Certification of Taxable Value" certifying to the Town its 2008 taxable value; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require that the Town, within thirty-five (35) days of service of the Certification of Taxable Value, furnish to the Property Appraiser and Tax Collector the proposed millage rate and the date, time and place at which public hearings will be held to consider the proposed millage rate and the tentative budget; and

WHEREAS, the Town is proposing the adoption of a millage rate of 2.4470 mills and desires to set the dates for the first and second public hearings to adopt its budget and set the final millage rate.

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

Section 1. The above recitals are true and correct and incorporated into this resolution by this reference.

Section 2. That the proposed millage is declared to be 2.447 mills, which is \$2.4470 per \$1,000.00 of assessed property within the Town of Cutler Bay, Florida.

Section 3. That the date, time and place of the first and second public hearings are set by the Town Council as follows:

<u>Date</u>	<u>Time</u>	<u>Place</u>
<u>First Budget Hearing:</u>		
<u>September 9, 2008</u>	<u>7:00 PM</u>	<u>South Dade Library Branch</u> <u>10750 SW 211 Street</u> <u>2nd Floor</u> <u>Cutler Bay, Florida 33189</u>

Second Budget Hearing:

September 24, 2008

7:00 P.M.

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

In the event that either the Board of County Commissioners of Miami-Dade County, Florida or the Miami Dade County School Board schedule their Budget Hearings on a date set for a Town Budget Hearing, the Mayor is authorized to change the date, time and place of one or both of the Budget Hearings as required by general law. In the event the date, time or place of a Town Budget Hearing is changed the Town Clerk provide public notice in the manner required by general law and the Town Charter.

Section 4. That the Town Clerk is directed to send the original Certification of Taxable Value and a certified copy of this resolution to the Property Appraiser.

Section 5. This resolution shall be effective immediately upon its adoption.

PASSED and ADOPTED this ____ day of _____, 2008

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA
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 Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Councilmember Peggy R. Bell _____

ADD-ON

RESOLUTION NO. 08-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING THE STATE OF FLORIDA'S PURCHASE OF NEARLY 300 SQUARE MILES OF LANDS FOR EVERGLADES RESTORATION; URGING THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO CONTINUE PURCHASING ENVIRONMENTALLY SENSITIVE LAND WITHIN THE TOWN; PROVIDING FOR TRANSMITTAL TO THE STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 24, 2008, the State of Florida announced its intentions to purchase nearly 300 square miles of land for Everglades restoration; and

WHEREAS, this purchase of land is considered to be one of the largest land conservation purchases in the history of the United States of America; and

WHEREAS, the Town of Cutler Bay (the "Town") recognizes this outstanding accomplishment as well as the importance of Everglades restoration and enthusiastically supports the State of Florida in its purchase of this land; and

WHEREAS, it is anticipated that the South Florida Water Management District (the "District") will use tax dollars to pay off bonds that would help finance the purchase of this land, which may cause the delay of other conservation purchases of land by the District; and

WHEREAS, the Town and the District have been great partners in working together to preserve environmentally sensitive lands within the Town adjacent to Biscayne National Park; and

WHEREAS, the Town urges the District to continue to maintain the priority of purchasing such environmentally sensitive lands within the Town in order to help further preserve and protect Biscayne National Park; 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. Support of the State of Florida's Land Purchase. The Town Council hereby provides its enthusiastic support of the State of Florida and the District in its purchase of nearly 300 square miles of land for Everglades restoration.

Section 3. Urging the District to Continue Purchasing Land within the Town. The Town Council hereby urges the District to continue to maintain the priority of purchasing environmentally sensitive lands within the Town in order to help further preserve and protect Biscayne National Park.

Section 4. Transmittal to the State. The Town Clerk is hereby authorized to transmit this Resolution to the Governor's Office and the South Florida Water Management District.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2008.

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

ORDINANCE NO. 08-_____

AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 07-30 RELATING TO “DANGEROUS INTERSECTION SAFETY REGULATIONS” BY AMENDING THE NOTICE AND INTRODUCTORY PERIOD; PROVIDING FOR INCLUSION WITHIN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) adopted Ordinance 07-30 relating to dangerous intersection safety; and

WHEREAS, the Town wishes to amend the notice and introductory period for the red light camera system; and

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

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

Section 1. Recitals Adopted. That the recitals set forth above are hereby adopted and confirmed.

Section 2. Amendment to the Ordinance 07-30. That the Town Council hereby amends Ordinance 07-30 as follows:

Dangerous Intersection Safety

Sec. 1. Intent.

The purpose of this article is to authorize the use of an unmanned cameras/monitoring system to promote compliance with red light signal directives as proscribed by this article, and to adopt a civil enforcement system for red light signal violations. This article will also supplement law enforcement personnel in the enforcement of red light signal violations and shall not prohibit law enforcement officers from issuing a citation for a red light signal violation in accordance with other routine statutory traffic enforcement techniques.

Sec. 6. Forty-five (45) Ninety Day notice; introductory period.

The Police Chief shall notify the Town Manager when the red light camera system is operating correctly at the initial location established. For the forty-five ninety days following said notification, unless the driver of a vehicle received a citation from a police officer at the time of a red zone infraction in accordance with routine traffic enforcement techniques, the vehicle owner shall receive a warning in the form of a

courtesy notice of the violation. Commencing forty-six (46) ~~ninety-one~~ days after the above referenced notification, the vehicle owner is subject to the enforcement provisions as provided herein and no warning shall be given pursuant to this article.

Section 3. **Conflicts.** All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. **Severability.** The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. **Inclusion in the Code.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Cutler Bay; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. **Effective Date.** That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 18th day of June, 2008.

PASSED AND ADOPTED on second reading this ___ day of _____, 2008.

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 _____