



## 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, September 17, 2008, 7:00 PM  
South Dade Regional Library  
10750 SW 211<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Cutler Bay, Florida 33189

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

**2. PROCLAMATIONS, AWARDS, PRESENTATIONS**

A. Proclamation presentation to Ed Alencikas

**3. APPROVAL OF MINUTES**

A. Council Meeting – August 20, 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, URGING THE MIAMI-DADE COUNTY COMMISSION TO CONTINUE FUNDING PUBLIC TRANSPORTATION'S BUS ROUTE 1 AND 287 OF THE MIAMI-

TAB 2

DADE COUNTY TRANSIT AGENCY AND PROVIDING FOR AN EFFECTIVE DATE. **(BELL)**

- B.** 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 SAGA BAY SECTION 1.3 SUB-BASIN PAVING AND DRAINAGE IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

TAB 3

- C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A STIPULATED SETTLEMENT AGREEMENT WITH THE DEPARTMENT OF COMMUNITY AFFAIRS (DCA) RELATING TO THE COMPREHENSIVE PLAN (GROWTH MANAGEMENT PLAN); PROVIDING FOR THE AUTHORIZATION OF THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. **(PUBLIC HEARING REQUIRED)**

TAB 4

**6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)**

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

- A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING SITE PLAN APPROVAL FOR A 3,268 SQUARE FOOT CREDIT UNION LOCATED AT 18690 SOUTH DIXIE HIGHWAY (36-6005-052-0050) ON AN APPROXIMATELY .59 ACRE SITE; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 5

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

- A.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 07-07 RELATING TO NONRESIDENTIAL DESIGN STANDARDS AND REGULATIONS; PROVIDING FOR THE DELETION OF LOCATION REQUIREMENTS; PROVIDING FOR AMENDMENTS TO PERMITTED SQUARE FOOTAGE; PROVIDING FOR GREEN BUILDING INCENTIVES; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 6

**8. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)**

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

A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING THE TAX SCHEDULE FOR BUSINESS TAX RECEIPTS; AMENDING THE PENALTIES RELATED TO BUSINESS TAX RECEIPTS TO REFLECT STATUTORY PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 7

B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 19 "RESPONSIBLE PROPERTY OWNER AND MERCHANT ACT" TO INCLUDE PROVISIONS RELATING TO THE REGISTRATION, MAINTENANCE AND SECURITY OF ABANDONED REAL PROPERTY; PROVIDING FOR AN EFFECTIVE DATE. (MEERBOTT)

TAB 8

C. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING REMEDIAL COMPREHENSIVE PLAN AMENDMENTS RELATING TO THE COASTAL HIGH HAZARD AREA IN ACCORDANCE WITH A COMPLIANCE AGREEMENT WITH THE DEPARTMENT OF COMMUNITY AFFAIRS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 9

D. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATED TO MALLS AND BUSINESSES WITH PARKING LOTS CONTAINING 25 OR MORE PARKING SPACES; PROVIDING FOR INSTALLATION OF SECURITY CAMERA SYSTEMS FOR PARKING LOT SURVEILLANCE; PROVIDING FOR A PROCEDURE FOR MALLS AND BUSINESSES TO KEEP RECORDINGS FOR 72 HOURS; PROVIDING FOR AN EXEMPTION FOR CONVENIENCE BUSINESSES ALREADY GOVERNED BY SIMILAR FLORIDA STATUTES; PROVIDING TECHNICAL SPECIFICATIONS FOR A SECURITY CAMERA SYSTEM; CREATING A GRACE PERIOD FOR COMPLIANCE FOR EXISTING MALLS AND BUSINESSES; AMENDING THE SCHEDULE OF VIOLATIONS AND CIVIL PENALTIES SECTION OF THE CODE TO INCLUDE PENALTIES FOR VIOLATION OF THESE SECTIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.

TAB 10

**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. Second Budget Hearing  
Wednesday, September 24, 2008 at 7:00 p.m.  
South Dade Regional Library  
10750 SW 211<sup>th</sup> ST, 1<sup>st</sup> Floor
  
- B. Regular Council Meeting  
Wednesday, October 15, 2008 at 7:00 p.m.  
South Dade Regional Library  
10750 SW 211<sup>th</sup> ST, 1<sup>st</sup> Floor

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, August 20, 2008, 7:00 PM  
South Dade Government Center  
10710 SW 211<sup>th</sup> Street, Room 203  
Cutler Bay, Florida 33189

**1. CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the mayor at 7:10PM. 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 Attorney Mitchell Bierman  
Town Attorney Chad Friedman  
Town Clerk Erika Santamaria  
Town Manager Steven J. Alexander

**2. PROCLAMATIONS, AWARDS, PRESENTATIONS:**

**A.** Principal Martin Reid of South Ridge High School addressed the Council on the many accomplishments, programs and curricula of the high school. Mr. Reid invited the Council to visit the school at any time for a tour.

**B.** Jean Marie Masa from Solid Waste Management gave a presentation on the upcoming County funded recycling bin initiative.

**3. APPROVAL OF MINUTES:**

**A.** Councilmember Meerbott made a motion approving the minutes of the meeting on July 16, 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 reported that the Lakes by the Bay Park issue is getting complicated, but in the Town's favor. Town staff have had numerous meetings with County staff on the issue and are working together to come into a consensus. The town manager gave a brief report on Tropical Storm Fay which had little affect on the Town. The manager also withdrew the following items from the agenda:

From the Consent agenda he pulled Item E,

- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AGREEMENT FOR SCANNING SERVICES BETWEEN THE TOWN AND T-SQUARE EXPRESS, INC.; PROVIDING FOR THE AUTHORIZATION OF THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

The manager also withdrew the following Item from first reading,

- C. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AMENDING CHAPTER 33 "ZONING" OF THE TOWN CODE OF ORDINANCES BY COMPREHENSIVELY UPDATING AND REVISING LOT COVERAGE AND OPEN SPACE REQUIREMENTS WITHIN THE TOWN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The manager then introduced Major Julie Miller who continued to report on the crime statistics within the Town.

**B. TOWN ATTORNEY'S REPORT**

The town attorney provided a brief explanation on the changes for agenda Item D and requested that the Item be pulled from Consent Agenda for further discussion.

**C. BOARD AND COMMITTEE REPORTS, COUNCIL ANNOUNCEMENTS**

Councilmember Bell nominated Florence Parodi to replace the late Jim Shiver as the At-Large committee member in the Parks Advisory Committee. She also nominated Paul Czekanski for the Communications Committee.

Councilmember Meerbott requested that resumes be provided in advance because there is a resident that he would like to nominate for the Parks Advisory Committee. He requested that resumes be provided at the next meeting so that a confirmation may take place.

Councilmember Sochin gave a brief report on the progress of the WiFi Committee. He announced that the next meeting is on September 15<sup>th</sup>.

**5. CONSENT AGENDA:**

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

- F.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE TOWN OF CUTLER BAY STORMWATER MASTER PLAN; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Sochin pulled Item A. Councilmember Bell pulled Items B. Town Attorney pulled Item D. Vice Mayor MacDougall pulled Items G and H.

Councilmember Meerbott made a motion to approve the Consent Agenda as amended with pulled Items A, B, D, G, and H. The motion was seconded by Councilmember Bell and Resolutions 08-48, and 08-50 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:

- A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE EXECUTION OF THE AGREEMENT SUBSEQUENT TO THE NEGOTIATION AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AND ENTER INTO AN AGREEMENT WITH BUXTON COMMUNITY ID TO DEVELOP A RETAIL ECONOMIC DEVELOPMENT STRATEGY FOR THE TOWN OF CUTLER 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 Bell made a motion to approve the resolution. The motion was seconded by Councilmember Sochin and Resolution 08-46 was approved 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, APPROVING THE AGREEMENT WITH CAP GOVERNMENT, INC. FOR BUILDING AND PERMITTING SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

After brief discussion, Vice Mayor MacDougall made a motion to approve the resolution. The motion was seconded by Councilmember Meerbott and Resolution 08-47 was approved 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:

- D.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AGREEMENT



FOR RELOCATION OF AN OFF-PREMISE SIGN; PROVIDING FOR THE AUTHORIZATION OF THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

After some discussion, Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Councilmember Meerbott and Resolution 08-49 was approved 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:

- G.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, FINDING THAT ACQUISITION OF PRIVATE PROPERTY THROUGH NEGOTIATED CONVEYANCE OR EMINENT DOMAIN SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR DEVELOPMENT AND EXPANSION OF THE TOWN'S NEIGHBORHOOD PARK SYSTEM AND RECREATIONAL FACILITIES; AUTHORIZING THE TOWN ATTORNEY'S OFFICE TO INITIATE EMINENT DOMAIN PROCEEDINGS; AUTHORIZING THE TOWN ATTORNEY'S OFFICE TO RETAIN EXPERT WITNESSES AND CONSULTANTS AND TAKE FURTHER ACTIONS THAT ARE REASONABLY NECESSARY TO ACQUIRE THE PROPERTY DESCRIBED IN EXHIBIT "A"; 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 08-51 was approved by 4-1 voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Mayor Vrooman voting Yes; and Vice Mayor MacDougall voting No.

The town clerk read the following resolution by title:

- H.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY; AUTHORIZING THE TOWN MANAGER TO IDENTIFY AND PRIORITIZE HAZARD MITIGATION GRANT PROGRAM PROJECTS TO BECOME A PART OF THE LOCAL AND STATEWIDE HAZARD MITIGATION STRATEGY; AND PROVIDING FOR AN EFFECTIVE DATE.

After some discussion, Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Vice Mayor MacDougall and Resolution 08-52 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

**6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)**

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

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

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, AMENDING THE TAX SCHEDULE FOR BUSINESS TAX RECEIPTS; AMENDING THE PENALTIES RELATED TO BUSINESS TAX RECEIPTS TO REFLECT STATUTORY PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

The town attorney gave a brief overview of the ordinance.

Councilmember Sochin made a motion to approve the ordinance. The motion was seconded by Councilmember Meerbott 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.

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

- B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 19 "RESPONSIBLE PROPERTY OWNER AND MERCHANT ACT" TO INCLUDE PROVISIONS RELATING TO THE REGISTRATION, MAINTENANCE AND SECURITY OF ABANDONED REAL PROPERTY; PROVIDING FOR AN EFFECTIVE DATE. **(MEERBOTT)**

Councilmember Meerbott gave a brief overview of the ordinance.

Councilmember Sochin 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.

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

- D. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING REMEDIAL COMPREHENSIVE PLAN AMENDMENTS RELATING TO THE COASTAL HIGH HAZARD AREA IN ACCORDANCE WITH A COMPLIANCE AGREEMENT WITH THE DEPARTMENT OF COMMUNITY AFFAIRS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Joe Corradino, Planning Consultant for the Town, 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.

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

- E.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATED TO MALLS AND BUSINESSES WITH PARKING LOTS CONTAINING 25 OR MORE PARKING SPACES; PROVIDING FOR INSTALLATION OF SECURITY CAMERA SYSTEMS FOR PARKING LOT SURVEILLANCE; PROVIDING FOR A PROCEDURE FOR MALLS AND BUSINESSES TO KEEP RECORDINGS FOR 72 HOURS; PROVIDING FOR AN EXEMPTION FOR CONVENIENCE BUSINESSES ALREADY GOVERNED BY SIMILAR FLORIDA STATUTES; PROVIDING TECHNICAL SPECIFICATIONS FOR A SECURITY CAMERA SYSTEM; CREATING A GRACE PERIOD FOR COMPLIANCE FOR EXISTING MALLS AND BUSINESSES; AMENDING THE SCHEDULE OF VIOLATIONS AND CIVIL PENALTIES SECTION OF THE CODE TO INCLUDE PENALTIES FOR VIOLATION OF THESE SECTIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.

The town manager gave a brief overview of the ordinance.

Councilmember Sochin made a motion to approve the ordinance. The motion was seconded by Councilmember Meerbott and the ordinance was approved by a 4-1 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Mayor Vrooman voting Yes; and Vice Mayor MacDougall voting No.

## **8. ORDINANCES FOR FIRST READING (PUBLIC HEARING 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, ADOPTING A 10 YEAR WATER SUPPLY FACILITIES WORK PLAN AND AMENDING THE TOWN'S COMPREHENSIVE PLAN (GROWTH MANAGEMENT PLAN) TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING AS REQUIRED BY FLORIDA LAW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Bell 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.

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

The clerk read the following ordinance, on second 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)**

Councilmember Bell gave a brief report on the ordinance. Town staff provided a hand-out with proposed changes to the ordinance.

The mayor opened the public hearing. Joy Cooper, 9365 Nassau Drive, Louise Lockwood, 9071 Ridgeland Drive, Bill Meiklejohn, 9311 Sterling Drive, Jaime Reyes, 9750 Southwest 215 Lane, Hector Fuentes, 20305 Old Cutler Road, addressed the Council.

After some discussion, Councilmember Sochin made a motion to defer the ordinance to a later date. There was no second, therefore, the motion failed.

Councilmember Meerbott made a friendly amendment to the ordinance:

- Variances are provided by Council so that extreme hardship is demonstrated by the applicant.

The town attorney stated that there is a stipulation for the director to provide an administrative adjustment for hardship can be made.

Councilmember Meerbott made a motion to defer the ordinance to the next meeting. The motion was seconded by Councilmember Sochin and the motion failed by a 2-3 voice vote. The vote was as follows: Councilmembers Meerbott and Sochin voting Yes; Councilmember Bell, Vice Mayor MacDougall and Mayor Vrooman voting No.

Councilmember Meerbott made a motion to extend the meeting beyond 11:00 p.m. The Motion was seconded by Vice Mayor MacDougall and the motion was approved by a 4-1 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes; Councilmember Sochin voting No.

After much discussion, Councilmember Meerbott amended his friendly amendment to add:

- That an extension be administratively approved; if the application is denied then the applicant can make an appeal to Council.

Councilmember Bell made a motion to approve the revised ordinance handed out by staff including the amendment provided by Councilmember Meerbott. The motion was seconded by Vice Mayor MacDougall and Ordinance 08-14 was approved by a 4-1 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes; Councilmember Sochin voting No.

## **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: John Herin, 150 West Flagler, Bill Meiklejohn, 9311 Sterling Drive, Steve Zarzecki, 9640 Martinique Drive, Padraig Brousseau, 19701 Southwest 101 Court.

## **11. MAYOR AND COUNCIL COMMENTS**

Councilmember Sochin mentioned that he will provide his council comments online. He encouraged the public to view his website for more information.

Councilmember Bell thanked the Council for being patient on the Sign Ordinance and mentioned that the Town will work with businesses once the ordinance is implemented.

Vice Mayor MacDougall commented on the Florida League of Cities. He also encouraged the manager to looking into creating a position for a full-time environmental consultant for the Town.

## **12. OTHER BUSINESS:**

## **13. ADJOURNMENT**

The next council meeting will be held on September 17, 2008 at South Dade Government Center.

The meeting was officially adjourned at 11:25 P.M.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, CMC*  
*Town Clerk*

*Adopted by the Town Council on  
this 17<sup>th</sup> day of September, 2008.*

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*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, URGING THE MIAMI-DADE COUNTY COMMISSION TO CONTINUE TO PROVIDE FUNDING AT CURRENT LEVELS FOR MIAMI-DADE TRANSIT'S BUS ROUTE 1 AND BUS ROUTE 287; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay ("Town") recognizes the importance of public transportation to the continued economic vitality of Miami-Dade County ("County"); and

**WHEREAS**, the Town is also cognizant of the value of public transportation with regard to reducing emissions that can do great harm to the environment; and

**WHEREAS**, the residents of the Town voted to approve a half cent sales tax anticipating that it would expand the use and availability of public transportation; and

**WHEREAS**, two of the public transportation options most vital to the residents of the Town, Bus Route 1 (Dadeland South) and Bus Route 287 (Saga Bay MAX), each have high levels of ridership; and

**WHEREAS**, those two bus routes are utilized by many residents of the Town as their sole means of reaching their workplace, getting to school, purchasing necessities, or otherwise traveling throughout the County;

**WHEREAS**, those two bus routes have been slated for elimination due to the Miami-Dade County Commission's ("Commission") desire to cut the Miami-Dade County budget; and

**WHEREAS**, the elimination of these routes will cause an extreme hardship, especially for the elderly, the physically challenged, workers, and students of the Town – those least able to find alternative means of transportation.

**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. Requests.** The Town hereby requests that the Miami-Dade County Commission continue to provide funding for both of the critically-important routes, Bus Route 1 and Bus Route 287, at current levels.



**Section 3. Authorization.** The Town Clerk is hereby authorized to mail a certified copy of the adopted resolution to each of the Miami-Dade County Commissioners.

**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  
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 3



Steven J. Alexander  
Town Manager

## MEMORANDUM

**To:** Honorable Mayor, Vice Mayor and Town Council

**From:** Steven J. Alexander, Town Manager

**Date:** September 17, 2008

**Re:** **EXECUTION OF AGREEMENT FOR ENGINEERING SERVICES FOR SAGA BAY SECTION 1.3 SUB-BASIN PAVING & DRAINAGE IMPROVEMENTS**

---

### REQUEST

**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 SAGA BAY SECTION 1.3 SUB-BASIN PAVING AND DRAINAGE IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

At the November 17, 2007 Town Council meeting, Resolution No. 07-03 was adopted approving the execution of non-exclusive professional services agreements with firms to provide various engineering and architectural services for the Town, including Landscape Architectural Services.

Following a thorough evaluation by the Town's Selection Committee which included previous experience with similar projects, the proposed scope of services, project deliverables and over-all cost, the Public Works Department has selected Kimley-Horn and Associates, Inc. to complete engineering design services for Saga Bay Section 1.3 Sub-Basin paving & drainage improvements. The engineering design services costs for this project total \$ 64,000.00 which, is eligible for reimbursement by the Florida Department of Environmental Protection grant award (LP 8912). The project area has been identified in the Town's Stormwater Master Plan, as a "priority" drainage basin project.

The engineering consultant will address the current flooding issues occurring in the surrounding area of the Saga Bay neighborhood. The pavement and drainage improvements will be performed along SW 199 Street, SW 79 Court, and SW 79 Avenue, as identified in the Stormwater Master Plan. The proposed improvements will consist of installation of additional drainage structures, and roadway slope restoration. Additionally, the existing catch basins will be reconstructed as required to provide sediment traps (sumps) and pollutant retardant baffles will be installed. Pollutants such as: Total Phosphorous (TP), Total Nitrogen (TN), and

Total Suspended Solids (TSS) will be reduced as a result of the proposed drainage improvements.

<b>Pollutant</b>	<b>Existing Load (kg/yr)</b>	<b>Reduction (kg/yr)</b>	<b>Proposed Load (kg/yr)</b>	<b>Percentage Reduction</b>
Total Phosphorous (TP)	8.44	7.82	0.62	<b>92.7%</b>
Total Nitrogen (TN)	66.50	59.52	6.98	<b>89.5%</b>
Total Suspended Solids (TSS)	797.18	721.85	75.33	<b>90.6%</b>

### **RECOMMENDATION**

We recommend that the attached resolution be adopted, authorizing the Town Manager to execute an agreement with Kimley-Horn and Associates, Inc. for engineering design services for Saga Bay Section 1.3 Sub-Basin paving & drainage improvements.

**RESOLUTION NO. 08-\_\_\_\_\_**

**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 SAGA BAY SECTION 1.3 SUB-BASIN PAVING AND DRAINAGE IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on November 14, 2007 the Town of Cutler Bay (the “Town”) adopted Resolution No. 07-52 approving the execution of non-exclusive professional services agreements to provide various engineering and architectural services for the Town; and

**WHEREAS**, Kimley-Horn is one of the firms that was selected to perform professional services pursuant the Resolution No. 07-52, and

**WHEREAS**, the Town seeks to improve the existing drainage deficiencies occurring in the surrounding area of the Saga Bay neighborhood; and

**WHEREAS**, the Town’s Stormwater Master Plan has identified the surrounding area adjacent to Cutler Ridge Elementary as a “priority” stormwater basin; and

**WHEREAS**, the Town was awarded a State of Florida Department of Environmental Protection grant (LP8912) for Stormwater Utility and Management Projects Plan; and

**WHEREAS**, the Saga Bay Section 1.3 Sub-Basin paving and drainage improvement costs are eligible for reimbursement from the State of Florida Department of Environmental Protection grant (LP8912); and

**WHEREAS**, in accordance with the stipulations of the professional services agreements, the Public Works Department received a proposal from Kimley-Horn and Associates, Inc. which has an executed agreement with the Town; and

**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 Kimley-Horn and Associates, Inc. in the amount of \$64,000.00 for engineering design services in substantially the form attached hereto.

**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

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 \_\_\_\_\_

# **PROJECT AGREEMENT**

Between

**TOWN OF CUTLER BAY, FLORIDA**

And

Kimley-Horn and Associates, Inc.

for

Work Authorization No. 08-05

Saga Bay 1.3  
Paving and Drainage Improvements

PROJECT AGREEMENT

Between

THE TOWN OF CUTLER BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 08-05

Saga Bay 1.3  
Paving and Drainage Improvements

Pursuant to the provisions contained in the "Non-Exclusive Professional Services Agreement" between the TOWN OF CUTLER BAY, FLORIDA, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189 (the "TOWN") and Kimley-Horn and Associates, Inc., ("CONSULTANT" or "ENGINEER") dated January 17, 2008, this project agreement authorizes the CONSULTANT to provide the services as set forth below:

The TOWN and CONSULTANT agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide engineering services to the TOWN for the design and permitting of paving and drainage improvements for the project as described in the "Project Description" attached as Exhibit "1." The paving and drainage improvements will be designed in accordance with the TOWN's Stormwater Master Plan criteria. This scope of services does not include construction phase services. Those services can be provided as additional services at the request of the Town.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this project are those services and tasks as listed in Exhibit "2."

1.3 The TOWN may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement,



prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

## **SECTION 2. DELIVERABLES**

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the TOWN the following Deliverables:

See Scope of Services in Attachments EXHIBIT "2".

## **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to section 4 or other applicable provisions of this project agreement. The TOWN manager, in his sole discretion, may extend the term of this agreement through written notification to the CONSULTANT. The extension shall not exceed 90 days.

3.2 **Commencement.** The CONSULTANT's services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the TOWN. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the TOWN manager or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the TOWN on the Commencement Date, and shall continuously perform services to the TOWN, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the Town in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the Town the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the Town reasonably believes that completion will be inexcusably delayed, the Town shall be entitled, but not required, to withhold from any amounts otherwise

due the consultant an amount then believed by the Town to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the Town has withheld payment, the Town shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

#### **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Lump Sum Compensation.** TOWN agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" \$64,000.00. The Lump Sum fee will not exceed \$64,000.00

4.2 **Reimbursable Expenses.** The following expenses are included in the Lump Sum fee: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage, photo and reproduction services.

#### **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

##### **5.1 Invoices**

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this project agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the TOWN. The TOWN shall pay CONSULTANT within 30 days of approval by the TOWN manager of any invoices submitted by CONSULTANT to the TOWN.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The CONSULTANT shall provide the TOWN with additional backup documentation within five working days of the date of the TOWN'S notice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the TOWN becomes credibly informed that any representations of the CONSULTANT, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in

compliance with any term or condition of this project agreement, the TOWN may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the TOWN'S reasonable satisfaction.

5.4 **Retainage.** The Town reserves the right to withhold retainage in the amount of 10 percent of the final payment due to the consultant until the project is completed. Said retainage may be withheld as security for the successful completion of the consultant's duties and responsibilities under the project agreement. Any retainage held will be released immediately upon receipt of deliverables for all tasks as outlined in the Scope of Work and Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the TOWN that, upon receipt from the TOWN of the amount invoiced, all obligations of the CONSULTANT to others, including its CONSULTANT's, incurred in connection with the project, shall be paid in full. The CONSULTANT shall deliver to the TOWN all documents requested by the TOWN evidencing payments to any and all subconsultant's, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the TOWN by the CONSULTANT.

## **SECTION 6. TERMINATION/SUSPENSION**

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this project agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against any costs incurred in replacing CONSULTANT for this project agreement. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the TOWN for convenience upon 14 days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding sub CONSULTANT obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the TOWN and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the TOWN make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this project agreement, a copy of all of the CONSULTANT's work product shall become the property of the TOWN and the CONSULTANT shall, within 10 working days of receipt of written direction from the TOWN, transfer to either the TOWN or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this project agreement. Further, upon the TOWN'S request, the CONSULTANT shall assign its rights, title and interest under any subconsultant's agreements to the TOWN.

6.4 **Suspension for Convenience.** The TOWN shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If the suspension is directed by the TOWN, the CONSULTANT shall immediately comply with same. In the event the TOWN directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

## **SECTION 7. INCORPORATION OF TERMS AND CONDITONS**

7.1 This project agreement incorporates the terms and conditions set forth in the attached Kimley-Horn and Associates, Inc. Standard Provisions. In the event that any terms or conditions of this project agreement conflict with the Standard Provisions, the provisions of this specific project agreement shall prevail and apply.

**TOWN OF CUTLER BAY**

By: \_\_\_\_\_  
Steven J. Alexander, Town Manager

Date: \_\_\_\_\_

**ENGINEER**

Kimley-Horn and Associates, Inc.

By: \_\_\_\_\_  
Gary R Ratay, Vice President

Date: \_\_\_\_\_

## **Exhibit "1"**

### **Project Description**

This proposal is to assist the Town in addressing the current flooding issues occurring in the Saga Bay 1.3 Drainage Sub-basin as defined in the Town's Stormwater Master Plan. The Project Area consists of the contributing drainage area associated with the following roadways: SW 81<sup>st</sup> Street, SW 80<sup>th</sup> Court and SW 79<sup>th</sup> Court from SW 198<sup>th</sup> Terrace to SW 199<sup>th</sup> Street, SW 199<sup>th</sup> Street from SW 81<sup>st</sup> Street to SW 79<sup>th</sup> Court, and SW 198<sup>th</sup> Terrace from SW 80<sup>th</sup> Court to SW 79<sup>th</sup> Court. The project will be funded by FDEP grant number LP6819.

## Exhibit “2”

### Scope of Services and Project Schedule

The professional services for this project will include the following:

#### **Task 1 - Project Initiation, Survey and Schematic Design**

As part of this task, the CONSULTANT shall obtain, review, and analyze survey and soil testing for the areas included in the Project Area. Upon receipt of the survey and geotechnical information, the CONSULTANT shall visit each site to collect data and note existing conditions. The survey and information collected during the site visits will be utilized to develop a schematic design plan. The schematic design plan will be represented to the Town on one (1) plan sheet identifying proposed drainage improvements and existing conditions. The schematic drainage design plans will be the basis for discussion of alternatives with TOWN staff.

As part of this task, two (2) copies of the survey will be forwarded to each utility company known to operate in the vicinity of the Project Area. Each utility company will be requested to return one redlined survey, identifying the horizontal and vertical location of their facilities and any proposed improvements planned within the next two years to the Town. This information will be incorporated into the schematic design plan upon receipt from the utility companies.

As part of this Task, the CONSULTANT shall attend two (2) meetings with TOWN staff. Task 1 will be completed within 12 weeks of authorization to proceed.

#### **Task 2 – Design Development Plans**

Utilizing the survey, soil testing results and schematic design plan developed in Task 1 above, the CONSULTANT shall prepare preliminary 60% design plans for the construction of paving and drainage improvements within the Project Area. These Design Development Plans shall show the geometric layout on top of the base survey data. The basis for design will be the Miami-Dade County Public Works Manual and Florida Department of Transportation (the “FDOT”) Standard Indexes where applicable. Task 2 will be completed within 12 weeks of receiving schematic design plan approval from TOWN staff. The following plan sheets may be included in the Design Development Plans:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. Resurfacing Maps – Identifying the limits of the roadways that will be resurfaced as part of this project.
3. Plan and Profile Sheets (in a 22” x 34” format) – Containing the geometric, horizontal and vertical alignment for the milling and resurfacing of the roadways within the project area. These sheets shall also contain the horizontal, vertical, and geometric alignments for modifications/additions to the existing drainage system.

4. Miscellaneous Construction Details – These sheets shall provide construction details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
5. Miscellaneous Drainage Details – These sheets would provide drainage details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
6. Typical Signing and Pavement Marking Details – Signing and pavement markings shall be detailed for use in the project.

### **Task 3 – Drainage Design and Permitting**

#### **3.1 Coordination Meetings**

The CONSULTANT shall attend one coordination meeting each with representatives of the Miami Dade County Department of Environmental Resources Management (“DERM”) and the Miami-Dade County Department of Public Works (“Miami-Dade Public Works”) during the course of the design and permitting process. The intent of the meetings will be to review the proposed design and permitting requirements.

#### **3.2 Hydraulic Analysis**

The hydraulic analysis shall be completed for the Project Area based upon the geotechnical and survey information obtained in Task 1. During the analysis, the volume of stormwater runoff shall be calculated from the design storm and the capacity of the existing stormwater collection system shall be evaluated. The results of the above noted calculations along with the incorporation of budget constraints will be the basis for design of the stormwater system.

#### **3.3 Permitting**

The CONSULTANT shall prepare and submit permit applications to DERM and Miami-Dade Public Works. The package will consist of the permit application form, pre-development and post-development runoff calculations, and the Design Development Plans. Responses to comments (one set of review comments by DERM and Miami-Dade Public Works) will be prepared within the Final Construction Plans. The Town will pay all permit fees directly. The permit applications will be submitted within 14 weeks of receiving schematic design plan approval from TOWN staff.

### **Task 4 - Final Construction Plans and Contract Documents**

#### **4.1 Final Construction Plans**

Upon receipt of comments from DERM and Miami-Dade Public Works, the Design Development Plans will be upgraded to construction plans incorporating the permitting agency comments. This task will be completed within 10 weeks of receiving DERM and Miami-Dade Public Works permit approval.



The final construction document set will include the following:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. Resurfacing Maps – Identifying the limits of the roadways that will be resurfaced as part of this project.
3. Plan and Profile Sheets (in a 22” x 34” format) – Containing the geometric, horizontal and vertical alignment for the milling and resurfacing of the project area. These sheets shall also contain the horizontal, vertical, and geometric alignments for modifications/additions to the existing drainage system.
4. Miscellaneous Construction Details – These sheets shall provide construction details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
5. Miscellaneous Drainage Details – These sheets would provide drainage details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
6. Typical Signing and Pavement Marking Details – Signing and pavement markings shall be detailed for use in the project.

Plan set summary of estimated sheets:

Key Sheet	1
Resurfacing Maps	2
Plan and Profile Sheets	7
Miscellaneous Construction Details	2
Miscellaneous Drainage Details	2
Typical Signing and Pavement Marking Details	2

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**Total Number of Sheets**

**16**

#### **4.2 Contract Documents**

The Engineers Joint Contract Documents Committee (“EJCDC”) standard contract documents will be utilized for this project. It is intended that the FDOT Technical Specifications be used for this project. Supplemental Technical Specifications shall be prepared by the CONSULTANT to address construction elements not addressed in the FDOT standard Technical Specifications or that are included but require modifications to make them project specific.

## **Task 5 – Contractor Selection Assistance**

### **5.1 Bidding Assistance**

It is our understanding that the TOWN will use a competitive bidding process to hire a contractor to construct the improvements described in the final construction plans and contract documents. The CONSULTANT shall consult with and advise the TOWN and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the CONSULTANT shall review the bids and prepare a bid tabulation sheet for use in making the recommended award.

**EXHIBIT "3"**

**Payment Schedule**

The CONSULTANT will complete this scope of services for the lump sum amount of **\$64,000.00**.

<b>Task</b>	<b>Description</b>	<b>Labor Fee</b>
1	Project Initiation, Survey, and Schematic Design.....	\$20,000.00
2	Design Development Plans .....	\$14,000.00
3	Drainage Design and Permitting .....	\$9,000.00
4	Final Construction Plans and Contract Documents .....	\$17,000.00
5	Contractor Selection Assistance.....	\$4,000.00
<b>LUMP SUM FEE .....</b>		<b>\$64,000.00</b>

TAB 4

**RESOLUTION NO. 08-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A STIPULATED SETTLEMENT AGREEMENT WITH THE DEPARTMENT OF COMMUNITY AFFAIRS (DCA) RELATING TO THE COMPREHENSIVE PLAN (GROWTH MANAGEMENT PLAN); PROVIDING FOR THE AUTHORIZATION OF THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Department of Community of Affairs (the “DCA”) found a portion of the Town of Cutler Bay (the “Town”) Comprehensive Plan relating to the Town’s Coastal High Hazard Map and related definition not in compliance with Chapter 163, Florida Statutes; and

**WHEREAS**, as a result of this finding, the DCA initiated an administrative challenge against the Town; and

**WHEREAS**, the Town and DCA desire to settle this matter rather than proceeding to a formal administrative hearing; and

**WHEREAS**, as such, the Town and DCA find it appropriate to enter into the Stipulated Settlement Agreement in substantially the form attached hereto as Exhibit “A;” and

**WHEREAS**, the Town Council held a duly notice public hearing on this Resolution as required by applicable law; and

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

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

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

**Section 2. Approval of the Agreement.** The Town Council hereby approves the Stipulated Settlement Agreement with the Department of Community of Affairs, in substantially the form attached hereto as Exhibit “A.”

**Section 3. Authorization of the Town Manager.** The Town Manager is hereby authorized to execute the Stipulated Settlement Agreement with the Department of

Community of Affairs, in substantially the form attached hereto as Exhibit "A," on behalf of the Town.

**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  
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	_____

**STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS**

DEPARTMENT OF COMMUNITY  
AFFAIRS,

Petitioner,

v.

**DOAH Case No. 08-3157GM**

TOWN OF CUTLER BAY

Respondent.

---

**STIPULATED SETTLEMENT AGREEMENT**

THIS STIPULATED SETTLEMENT AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs and the Town of Cutler Bay as a complete and final settlement of all claims raised in the above-styled proceeding.

**RECITALS**

WHEREAS, the State of Florida, Department of Community Affairs (DCA or Department), is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes; and

WHEREAS, Town of Cutler Bay (Local Government) is a local government with the duty to adopt a comprehensive plan that is "in compliance;" and

WHEREAS, the Local Government adopted its Comprehensive Plan, by Ordinance No. 08-07, on April 28, 2008; and

WHEREAS, the Local Government Ordinance 08-07 includes the "Town of Cutler Bay Miami-Dade County Coastal High Hazard Area" Map (Exhibit FLU-8 on page FLU-25 in the Future Land Use Element) and Policy CM-8E in the Coastal Management Element (page CM-11); and

WHEREAS, the Department issued its Statement and Notice of Intent regarding the Plan on June 30, 2008 (Publication date); and

WHEREAS, as set forth in the Statement of Intent, the Department contends that a portion of the Plan is not "in compliance" because the Coastal High Hazard Map and Policy CM-8E are not consistent with the definition of the Coastal High Hazard Area as defined in Section 163.3178(2)(h), Florida Statutes, which states: "The Coastal High Hazard Area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model." In addition, Section 163.3178(9)(c), Florida Statutes, provides: "This subsection shall become effective immediately and shall apply to all local governments. No later than July 1, 2008, local governments shall amend their future land use map and coastal management element to included the new definition of coastal high-hazard area and to depict the coastal high hazard area on the future land use map."; and

WHEREAS, pursuant to Section 163.3184(10), Florida Statutes, DCA has initiated the above-styled formal administrative proceeding challenging a portion of the Plan; and

WHEREAS, the Local Government disputes the allegations of the Statement of Intent regarding the Plan; and

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein below set forth, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby represent and agree as follows:

#### **GENERAL PROVISIONS**

1. Definitions. As used in this agreement, the following words and phrases shall have the following meanings:



- a. Act: The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.
- b. Agreement: This Stipulated Settlement Agreement.
- c. Comprehensive Plan (or Plan): Comprehensive plan adopted by the Local Government on April 28, 2008 as Ordinance No. 08-07.
- d. DOAH: The Florida Division of Administrative Hearings.
- e. In compliance or into compliance: The meaning set forth in Section 163.3184(1)(b), Florida Statutes.
- f. Notice: The Notice of Intent issued by the Department to which was attached its Statement of Intent to find the Plan not in compliance.
- g. Petition: The petition for administrative hearing and relief filed by the Department in this case.
- h. Remedial Action: A remedial Plan Amendment, submission of support document or other action described in the Statement of Intent or this agreement as an action which must be completed to bring the Plan into compliance.
- i. Remedial Plan Amendment: An amendment to the plan or support document, the need for which is identified in this agreement, including its exhibits, and which the local government must adopt to complete all remedial actions. Remedial plan amendments adopted pursuant to this Agreement must, in the opinion of the Department, be consistent with and substantially similar in concept and content to the ones identified in this Agreement or be otherwise acceptable to the Department.
- j. Statement of Intent: The Statement of Intent to find the Plan not in compliance issued by the Department in this case.
- k. Support Document: The studies, inventory maps, surveys, data, inventories, listings or analyses used to develop and support the Plan or Remedial Plan Amendment.

2. Department Powers. The Department is the state land planning agency and has the power and duty to administer and enforce the Act and to determine whether the Plan is in compliance.

3. Negotiation of Agreement. The Department issued its Notice and Statement of Intent to find the Plan not in compliance, and filed the Petition in this case to that effect. Subsequent to the filing of the Petition the parties conferred and agreed to resolve the issues in the Petition, Notice and Statement of Intent through this Agreement. It is the intent of this Agreement to resolve fully all issues between the parties in this proceeding.

4. Dismissal. If the Local Government completes the Remedial Actions required by this Agreement, the Department will issue a cumulative Notice of Intent addressing both the Remedial Plan Amendment and the initial Plan subject to these proceedings. The Department will file the cumulative Notice of Intent with the DOAH. The Department will also file a request to relinquish jurisdiction to the Department for dismissal of this proceeding or for realignment of the parties, as appropriate under Section 163.3184(16)(f), Florida Statutes.

5. Description of Provisions Not in Compliance and Remedial Actions; Legal Effect of Agreement. Exhibit A to this Agreement is a copy of the Statement of Intent, which identifies the provisions not in compliance. Exhibit B contains Remedial Actions needed for compliance. Exhibits A and B are incorporated in this Agreement by this reference. This Agreement constitutes a stipulation that if the Remedial Actions are accomplished, the Plan will be in compliance.

6. Remedial Actions to be Considered for Adoption. The Local Government agrees to consider for adoption by formal action of its governing body all Remedial Actions described in Exhibit B no later than the time period provided for in this Agreement.

7. Adoption or Approval of Remedial Plan Amendments. Within 60 days after execution of this Agreement by the parties, the Local Government shall consider for adoption all Remedial Actions or Plan Amendments and amendments to the Support Documents. This may be done at a single adoption hearing. Within 10 working days after adoption of the Remedial

Plan Amendment, the Local Government shall transmit 5 copies of the amendment to the Department as provided in Rule 9J-11.011(5), Florida Administrative Code. The Local Government also shall submit one copy to the regional planning agency and to any other unit of local or state government that has filed a written request with the governing body for a copy of the Remedial Plan Amendment and a copy to any party granted intervenor status in this proceeding. The Remedial Plan Amendment shall be transmitted to the Department along with a letter which describes the remedial action adopted for each part of the plan amended, including references to specific portions and pages.

8. Acknowledgment. All parties to this Agreement acknowledge that the "based upon" provisions in Section 163.3184(8), Florida Statutes, do not apply to the Remedial Plan Amendment.

9. Review of Remedial Plan Amendments and Notice of Intent. Within 30 days after receipt of the adopted Remedial Plan Amendments and Support Documents, the Department shall issue a Notice of Intent pursuant to Section 163.3184, Florida Statutes, for the adopted amendments in accordance with this Agreement.

a. In Compliance: If the adopted Remedial Actions satisfy this Agreement, the Department shall issue a cumulative Notice of Intent addressing both the Plan and the Remedial Plan Amendment as being in compliance. The Department shall file this cumulative notice with DOAH and shall move to realign the parties or to have this proceeding dismissed, as may be appropriate.

b. Not in Compliance: If the Remedial Actions do not satisfy this Agreement, the Department shall issue a Notice of Intent to find the Plan not in compliance and shall forward the notice to DOAH for consolidation with the pending proceeding.

10. Effect of Amendment. Adoption of any Remedial Plan Amendment shall not be counted toward the frequency restrictions imposed upon plan amendments pursuant to Section 163.3187(1), Florida Statutes.

11. Purpose of this Agreement; Not Establishing Precedent. The parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the Plan. The acceptance of proposals for purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

12. Approval by Governing Body. This Agreement has been approved by the Local Government's governing body at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(15)(c), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the Local Government's charter or other regulations.

13. Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

14. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

15. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the above-captioned case and this Agreement.

16. Effective Date. This Agreement shall become effective immediately upon execution by the Department and the Local Government.

17. Filing and Continuance. This Agreement shall be filed with DOAH by the Department after execution by the parties. Upon the filing of this Agreement, the administrative proceeding in this matter shall be stayed by the Administrative Law Judge in accordance with Section 163.3184(16)(b), Florida Statutes.

18. Retention of Right to Final Hearing. Both parties hereby retain the right to have a final hearing in this proceeding in the event of a breach of this Agreement, and nothing in this Agreement shall be deemed a waiver of such right. Any party to this Agreement may move to have this matter set for hearing if it becomes apparent that any other party whose action is required by this Agreement is not proceeding in good faith to take that action.

19. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

20. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.


21. Governmental Discretion Unaffected. This Agreement is not intended to bind the Local Government in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

22. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

23. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

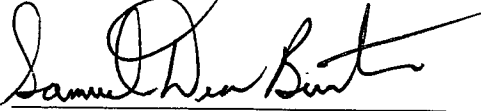
In witness whereof, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**DEPARTMENT OF COMMUNITY AFFAIRS**

By:   
Charles Gauthier, Director  
Division of Community Planning

8/13/08  
Date

Approved as to form and legality:

  
Samuel Dean Bunton  
Assistant General Counsel

8/14/08  
Date

**TOWN OF CUTLER BAY**

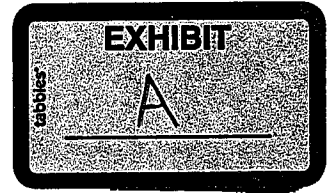
By: \_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Date

Approved as to form and legality:

\_\_\_\_\_  
Mitchell A. Bierman, Esquire  
Town Attorney

\_\_\_\_\_  
Date

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRSIN RE: CUTLER BAY COMPREHENSIVE  
PLAN; ORDINANCE NUMBER 08-07

Docket No. NOI-(1336)-(A)-(N)

STATEMENT OF INTENT TO FIND  
A PORTION OF A COMPREHENSIVE PLAN  
NOT IN COMPLIANCE

The Florida Department of Community Affairs, pursuant to Rule 9J-11.012(6), *Florida Administrative Code*, hereby issues this Statement of Intent regarding the Comprehensive Plan adopted by Cutler Bay in Ordinance Number 08-07 on April 28, 2008. The Department finds the "Town of Cutler Bay Miami-Dade County Coastal High Hazard Area" Map (Exhibit FLU-8 on page FLU-25 in the Future Land Use Element) and Policy CM-8E in the Coastal Management Element (page CM-11) of the Comprehensive Plan not "in compliance," as defined in Section 163.3184(1)(b), *Florida Statutes*, and the rest of the Comprehensive Plan "in compliance." The Department finds that Exhibit FLU-8 and Policy CM-8E of the Comprehensive Plan are not in compliance because they are not consistent with Chapter 163, Part II, *Florida Statutes*, the State Comprehensive Plan, and Rule 9J-5, *Florida Administrative Code*, for the following reasons:

**I. FUTURE LAND USE ELEMENT AND COASTAL MANAGEMENT ELEMENT**

A. Inconsistent provisions. The inconsistent provisions of the Comprehensive Plan under this subject heading follow:

1. Ordinance Number 08-07 adopts a Comprehensive Plan for the Town of Cutler Bay, including the "Town of Cutler Bay Miami-Dade County Coastal High Hazard Area" Map (Exhibit FLU-8 on page FLU-25 in the Future Land Use Element) and Policy CM-8E in the Coastal Management Element (page CM-11).

The Coastal High Hazard Area Map depicts Zones A, B, and C. Coastal Management Policy CM-8E defines Zone A as the Coastal High Hazard Area. Zone A encompasses a very small area in the northeastern corner of the Town.

The Coastal High Hazard Area Map and Policy CM-8E are not consistent with the definition of the coastal high hazard area set forth in Section 163.3178(2)(h), Florida Statutes, which states: "The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model." Section 163.3178(9)(c), Florida Statutes, provides that "This subsection shall become effective immediately and shall apply to all local governments. No later than July 1, 2008, local governments shall amend their future land use map and coastal management element to include the new definition of coastal high-hazard area and to depict the coastal high hazard area on the future land use map."

2. The Department specifically finds the Coastal High Hazard Area Map and Policy CM-8E adopted in the Comprehensive Plan to be inconsistent with the following rule and statutory provisions: Rules 9J-5.006(4)(b)6, and 9J-5.012(2)(e)3 and (3)(c)7, *Florida Administrative Code*, and Sections 163.3178(2)(h), and 163.3178(9)(c), *Florida Statutes*.



**B. Recommended remedial actions.** The above inconsistencies may be remedied by taking the following actions:

Revise the Town's Coastal High Hazard Area Map to identify the coastal high hazard area as defined in Section 163.3178(2)(h), Florida Statutes, and as required by Section 163.3178(9)(c), Florida Statutes. Revise Coastal Management Element Policy CM-8E to incorporate the definition of the coastal high hazard area as defined in Section 163.3178(2)(h), Florida Statutes.

**II. CONSISTENCY WITH THE STATE COMPREHENSIVE PLAN**

**A. Inconsistent provisions.** The inconsistent provisions of the plan amendment under this subject heading are as follows:

The Comprehensive Plan amendment is inconsistent with the State Comprehensive Plan goals and policies set forth in Section 187.201, *Florida Statutes*, including the following provisions:

1. **Public Safety.** The amendment is inconsistent with the Goal set forth in Section 187.201(6)(a), *Florida Statutes*, and the Policy set forth in Section 187.201(4)(b)22, *Florida Statutes*; and
2. **Coastal and Marine Resources.** The amendment is inconsistent with the Goal set forth in Section 187.201(8)(a), *Florida Statutes*, and the Policy set forth in Section 187.201(7)(b)3, *Florida Statutes*; and

3. **Plan Implementation.** The amendments are inconsistent with the Goal set forth in Section 187.201(25)(a), *Florida Statutes*, and the Policy set forth in Section 187.201(25)(b)7, *Florida Statutes*.

B. **Recommended remedial action.** These inconsistencies may be remedied by revising the Comprehensive Plan amendment as described above in Section I.B.

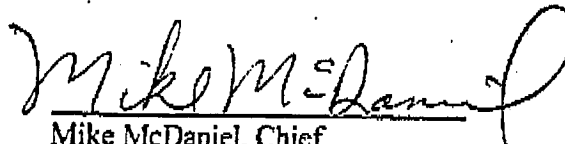
### CONCLUSIONS

1. The coastal high hazard area as depicted in the Comprehensive Plan is not consistent with the State Comprehensive Plan, Chapter 9J-5, *Florida Administrative Code*, and Chapter 163, Part II, *Florida Statutes*.

2. The coastal high hazard area as mapped and defined in the Comprehensive Plan is not "in compliance," as defined in Section 163.3184(1)(b) *Florida Statutes*.

3. In order to bring the coastal high hazard area as mapped and defined in the Comprehensive Plan into compliance, the Town may complete the recommended remedial actions described above or adopt other remedial actions that eliminate the inconsistencies.

Executed this 24<sup>th</sup> day of June 2008, at Tallahassee, Florida.



Mike McDaniel, Chief  
Office of Comprehensive Planning  
Division of Community Planning  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS  
NOTICE OF INTENT TO FIND PORTIONS OF THE TOWN OF  
CUTLER BAY PLAN, COASTAL HIGH HAZARD AREA MAP AND  
COASTAL MANAGEMENT POLICY CM-8E,  
ADOPTED BY ORDINANCE NO. 08-07 ON APRIL 28, 2008,  
NOT IN COMPLIANCE, AND THE REMAINING PORTIONS OF THE PLAN  
ADOPTED BY ORDINANCE 08-07,  
IN COMPLIANCE  
DOCKET NO. PLAN-NOI-1336-(A)-(N)

The Department gives notice of its intent to find the Coastal High Hazard Area Map and Coastal Management Policy CM-8E of the Town of Cutler Bay Comprehensive Plan adopted by Ordinance No. 08-07 on April 28, 2008, NOT IN COMPLIANCE, and the remaining portions of the plan adopted by Ordinance No. 08-07, IN COMPLIANCE, pursuant to Sections 163.3184, 163.3187 and 163.3189, F.S.

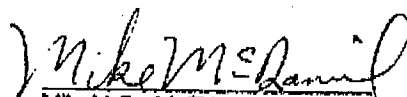
The adopted Cutler Bay Comprehensive Plan, the Department's Objections, Recommendations, and Comments Report (if any), and the Department's Statement of Intent to find portions of the Comprehensive Plan Not In Compliance will be available for public inspection Monday through Friday, except for legal holidays, during normal business hours, at the Town of Cutler Bay, Town Hall, 10720 Caribbean Boulevard, Suite 105, Cutler Bay, Florida 33189.

Any affected person, as defined in Section 163.3184, F.S., has a right to petition for an administrative hearing to challenge the proposed agency determination that portions of the above referenced Comprehensive Plan are in compliance, as defined in Subsection 163.3184(1), F.S. The petition must be filed within twenty-one (21) days after publication of this notice; a copy must be mailed or delivered to the local government and must include all of the information and contents described in Uniform Rule 28-106.201, F.A.C. The petition must be filed with the Agency Clerk, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Failure to timely file a petition shall constitute a waiver of any right to request an administrative proceeding as a petitioner under Sections 120.569 and 120.57, F.S. If a petition is filed, the purpose of the administrative hearing will be to present evidence and testimony and forward a recommended order to the Department. If no petition is filed, this Notice of Intent shall become final agency action.

This Notice of Intent and the Statement of Intent for portions of the plan found Not In Compliance will be forwarded by petition to the Division of Administrative Hearings (DOAH) of the Department of Management Services for the scheduling of an Administrative Hearing pursuant to Sections 120.569 and 120.57, F.S. The purpose of the administrative hearing will be to present evidence and testimony on the non-compliance issues alleged by the Department in its Objections, Recommendations, and Comments Report and Statement of Intent in order to secure a recommended order for forwarding to the Administration Commission.

Affected persons may petition to intervene in either proceeding referenced above. A petition for intervention must be filed at least twenty (20) days before the final hearing and must include all of the information and contents described in Uniform Rule 28-106.205, F.A.C. Pursuant to Section 163.3184(10), F.S., no new issues may be alleged as a reason to find a plan not in compliance in a petition to intervene filed more than twenty one (21) days after publication of this notice unless the petitioner establishes good cause for not alleging such new issues within the twenty one (21) day time period. The petition for intervention shall be filed at DOAH, 1230 Apalachee Parkway, Tallahassee, Florida 32399-3060, and a copy mailed or delivered to the local government and the Department. Failure to petition to intervene within the allowed time frame constitutes a waiver of any right such a person has to request a hearing pursuant to Sections 120.569 and 120.57, F.S., or to participate in the administrative hearing.

After an administrative hearing petition is timely filed, mediation is available pursuant to Subsection 163.3189(3)(a), F.S., to any affected person who is made a party to the proceeding by filing that request with the administrative law judge assigned by the Division of Administrative Hearings. The choice of mediation shall not affect a party's right to an administrative hearing.



Mike McDaniel, Chief  
Office of Comprehensive Planning  
Department of Community Affairs  
Division of Community Planning  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

## EXHIBIT B

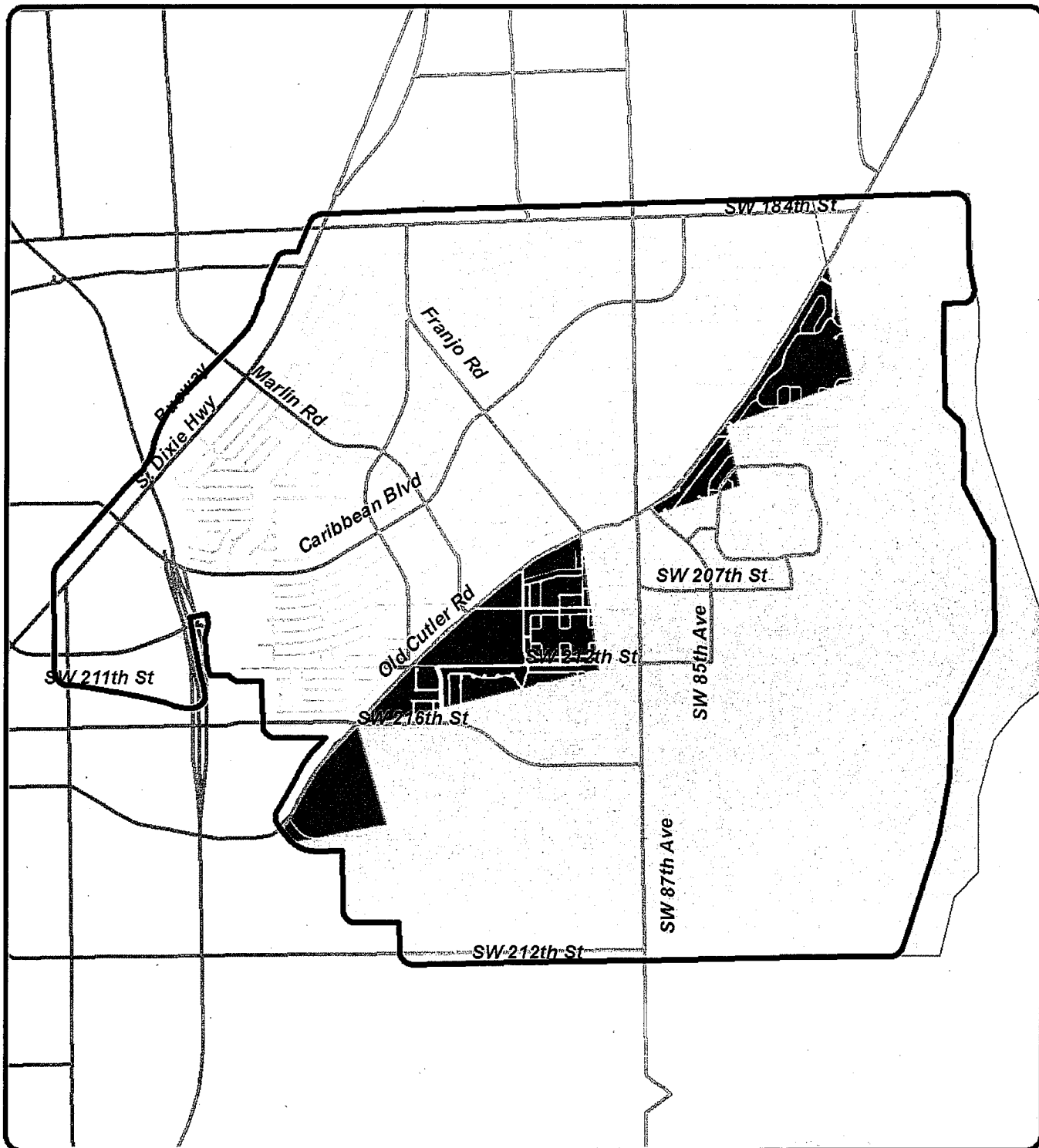
In response to the Department of Community Affairs' Statement of Intent finding the "Town of Cutler Bay Miami-Dade County Coastal High Hazard Area" Map (Exhibit FLU-8 in the Future Land Use Element) and Policy CM-8E in the Coastal Management Element of the Comprehensive Plan not "in compliance" as adopted by Ordinance Number 08-07 on April 28, 2008, the Town of Cutler Bay will undertake the following remedial actions.

Cutler Bay will adopt the following revisions to Coastal Management Element Policy CM-8E in the Town's Comprehensive Plan:

1. Policy CM-8E: ~~The Town shall maintain a map depicting the three evacuation zones: Zone A (Coastal High Hazard Area), Zone B (Hurricane Vulnerability Zone) and Zone C (related to the most severe storms) and make it available to the public for information purposes. This map shall be maintained and updated, including incorporating any changes the State may make to the definitions of the evacuation zones. The public shall be informed as appropriate.~~ The Coastal High Hazard Area (CHHA), as shown on Exhibit FLU-8, is defined as the areas below the elevation of the category 1 storm surge line, as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.
  
2. Adopt the attached "Town of Cutler Bay Miami-Dade County Coastal High Hazard Area" Map (Exhibit FLU-8).

# Town of Cutler Bay

## Miami-Dade County Coastal High Hazard Areas



**Legend**

- Cutler Bay Boundary
- Coastal High Hazard Area
- Hurricane Vulnerability Zone



Source: Miami-Dade County,  
**THE CORRADINO GROUP**

**Exhibit FLU - 8**

TAB 5

**RESOLUTION NO. 08-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING SITE PLAN APPROVAL FOR A 3,268 SQUARE FOOT CREDIT UNION LOCATED AT 18690 SOUTH DIXIE HIGHWAY (36-6005-052-0050) ON AN APPROXIMATELY .59 ACRE SITE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Tropical Financial Credit Union (the “Applicant”) has applied to the Town of Cutler Bay (the “Town”) for site plan approval; and

**WHEREAS**, on July 9, 2008, the Applicant presented the proposed site plan during a public zoning workshop to receive input and feedback from the public and the Town Council; and

**WHEREAS**, staff recommended approval of the requested site plan, attached as Exhibit “A,” in its report dated September, 4 2008, as conditioned herein; and

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

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

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

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

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

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

- 1) That information regarding access area for construction be submitted at time of building permit.
- 2) Provide a runoff plan prior to any site work permits being issued, including demolition, grading or building permits.

- 3) The development shall be consistent with the following plans as revised and all other building plans and elevations on file in the Town Planning Department:
  - a. Site, construction, and building elevation plans for “Tropical Financial Credit Union” (Sheets A1.01, A2.01, A3.01, A4.01, A5.01), prepared by Stephen H. Tewes, and signed, dated and sealed 9.4.2008;
  - b. Landscape Plans for “Tropical Financial Credit Union” (Sheets LS-1, IR-1, IR-2), prepared by Alyn D. Kay; dated 9.3.2008 ; and
  - c. Signage Plans for “Tropical Financial Credit Union” (Sheets SG-1, SG-2, SG-3, SG-4.)
  - d. Lighting Plan, Sheet E-1)
- 4) Applicable Impact Fee’s be paid prior to issuance of Building Permit.
- 5) Provide all FDOT approvals prior to issuance of Building Permit.
- 6) Prior to issuance of principle building permit the applicant shall demonstrate features of LEED in the project including low flush toilets, low flush faucets, energy management system for lighting, R-30 Roof Insulation, No VOC paint in adhesive, 50% native plant species, and Nanotechnology paint for added insulation.

**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  
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	_____



## MEMORANDUM

DATE: September 8, 2008

TO: Steven J. Alexander, Town Manager

FROM: Kathryn Lyon, Acting Community Development Director *KL*

RE: Application #08-03-01 SP  
Tropical Financial Credit Union  
18690 South Dixie Highway  
(Folio # 36-6005-052-0050)

### APPLICANT REQUEST:

Tropical Financial Credit Union, requests Final Site Plan approval for a Financial Credit Union at 18690 South Dixie Highway.

### LOCATION:

The property is generally located on US 1 and SW 200<sup>th</sup> Street.

Lot 5, Block 6 of "Point West Fourth Addition", according to the plat thereof as recorded in Plat Book 107, page 67 of the Public Records of Miami-Dade County, Florida.

### BACKGROUND AND ANALYSIS:

Tropical Financial Credit Union is requesting Final Site Plan Approval for the construction of a financial credit union. The Credit Union will be located at 18690 South Dixie Highway and will be a 3,268 square foot building on a .59 acre lot. The applicant has worked with staff to enhance the design of building and to eliminate the need for any variances.

This parcel is zoned IU-1 (Industrial, Light Manufacturing District).

This application was already in the planning process before the Mixed Use designation was in effect, while it is proposed to be a building used for a single use, it is allowed under the previous land use designation.



## Planning & Zoning Department

### Background

The surrounding properties are zoned BU-1A to the North, IU-1 to the South (City Furniture rezoning to BU-1), and adjacent on both the east and west sides are the Busway and US-1. Commercial properties have been developed on surrounding properties.

### 1. Zoning

The following Sections of the Town Zoning Code are relevant to this request.

#### **Chapter 33 Zoning Code of the Town of Cutler Bay**

#### **Article XXIX. IU-1, INDUSTRIAL, LIGHT MANUFACTURING DISTRICT**

Section 199. Uses permitted.

No land, body of water and/or structure shall be used or permitted to be used and no structure shall be erected, constructed, moved, reconstructed, structurally altered or maintained which is designed, arranged or intended to be used or occupied for any purpose other than the following, unless otherwise specifically provided herein:

#### 12. Banks

The request is consistent with the IU-1 Industrial, Light Manufacturing District.

#### **Ordinance 07-07 NON RESIDENTIAL DESIGN STANDARDS**

##### A. Definitions

*Medium nonresidential establishment:* A nonresidential establishment, or any combination of nonresidential establishments in a single building or in separate but abutting buildings, occupying less than twenty-five thousand (25,000) gross square feet of floor area.

In accordance with Ordinance 07-07, requiring buildings to move closer to the front right-of-way, applicant is providing a 20 foot front setback. 0-10 foot front setback can not be provided, and applicant has shown proof of determination



## Planning & Zoning Department

by appropriate Utilities Agency. In order to encourage pedestrian appeal the applicant is providing pavers within the utility easement.

The proposed structure meets all nonresidential establishment regulations.

### Analysis

#### **Consistency with the Miami Dade County Comprehensive Plan and Town of Cutler Bay Growth Management Plan**

The Future Land Use Map designates the subject properties as **Mixed Use**. The areas designated "Mixed Use" on the Future Land Use Map shall be redeveloped through the Land Development Regulations as design unified horizontal and vertical mixed use areas in accordance with adopted plans and studies that reflect the community's vision as stated within the Town of Cutler Bay's Growth Management Plan. However, the proposed development submittal was prior to the adoption of the GMP. Therefore, the evaluation of this project was based on the Miami Dade County Comprehensive Plan.

This application is consistent with the Miami Dade County Comprehensive Plan and the Land Use designation of the surrounding properties.

The Town Council shall take into consideration, among other things, the extent to which:

(1) The development permitted by the application, if granted, conforms to the Growth management Plan for the Town of Cutler Bay, Florida; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered;

***The application is consistent with the Miami Dade County Comprehensive Plan.***

(2) Though not required, the development is implementing Green Development Standards. The development permitted by the application, if granted, will have a favorable impact on the environmental and natural resources of the Town of Cutler Bay, including consideration of the means and estimated cost necessary to minimize the adverse impacts; the extent to which alternatives to alleviate adverse impacts may have a substantial impact on the natural and human environment; and whether any



## Planning & Zoning Department

irreversible or irretrievable commitment of natural resources will occur as a result of the proposed development;

***The approval of this request will not have an adverse impact on the environment of the Town.***

(3) The development permitted by the application, if granted, will efficiently use or not unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction;

***The approval of this request will not have an adverse impact on the necessary public facilities.***

(4) The development permitted by the application, if granted, will efficiently use or not unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.

***The approval of this request will not have an adverse impact on the necessary public transportation facilities.***

## **2. Environmental Resources Management**

Potable Water Supply and Wastewater Disposal:

Public water and sanitary sewers can be made available to the subject property. Therefore, connection of the proposed development to said systems shall be required in accordance with Code requirements.

Existing public water and sewer facilities and services meet the Level of Service (LOS) standards set forth in the Growth Management Plan. Furthermore, the proposed development order, if approved, will not result in a reduction in the LOS standards subject to compliance with the conditions required by DERM for this proposed development order.

Notwithstanding the foregoing, in light of the fact that the County's sanitary sewer system has limited sewer collection, transmission, and treatment capacity, no new sewer service connections can be permitted, unless there is adequate capacity to handle additional flows. Consequently, final



## Planning & Zoning Department

development orders for this site may not be granted if adequate capacity in the system is not available.

### Stormwater Management:

A Surface Water Management Individual Permit from DERM shall be required for the construction and operation of the required surface water management system. This permit shall be obtained prior to site development, final plat or public works approval of paving and drainage plans. The applicant shall contact DERM (305-372-6789) for further information regarding permitting procedures and requirements.

### 3. Public Works

Public Works has no objection to this application. The applicant will need final approval from Public Works at time of building permit.

\* \* \*

### TOWN STAFF RECOMMENDATION:

Approval with conditions.

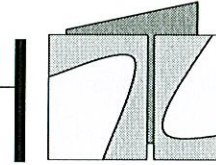
### CONDITIONS:

- 1) That information regarding access area for construction be submitted at time of building permit.
- 2) Provide a runoff plan prior to any site work permits being issued, including demolition, grading or building permits.
- 3) The development shall be consistent with the following plans as revised and all other building plans and elevations on file in the Town Planning Department:
  - a. Site, construction, and building elevation plans for "Tropical Financial Credit Union" (Sheets A1.01, A2.01, A3.01, A4.01, A5.01), prepared by Stephen H. Tewes, and signed, dated and sealed 9.4.2008 ;



## Planning & Zoning Department

- b. Landscape Plans for “ Tropical Financial Credit Union” (Sheets LS-1, IR-1, IR-2), prepared by Alyn D. Kay; dated 9.3.2008 ; and
  - c. Signage Plans for “ Tropical Financial Credit Union ” (Sheets SG-1, SG-2, SG-3, SG-4.)
  - d. Lighting Plan, Sheet E-1)
- 4) Applicable Impact Fee's be paid prior to issuance of Building Permit.
  - 5) Provide all FDOT approvals prior to issuance of Building Permit.
  - 6) Prior to issuance of principle building permit the applicant shall demonstrate features of LEED in the project including low flush toilets, low flush faucets, energy management system for lighting, R-30 Roof Insulation, No VOC paint in adhesive, 50% native plant species, and Nanotechnology paint for added insulation prior to issuance of building permit.



September 8, 2008

Planning & Zoning Department  
City of Cutler Bay  
10720 Caribbean Boulevard  
Cutler Bay, FL 33189

Re: Tropical Financial Credit Union

To whom it may concern,

Tropical Financial Credit Union is planning to construct a one story branch bank at 18690 South Dixie Highway. The attached are responses to the Planning & Zoning Department. Applicant # 08-03-01 SP.

Should you have any questions feel free to contact me.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Stephen Tewes  
President

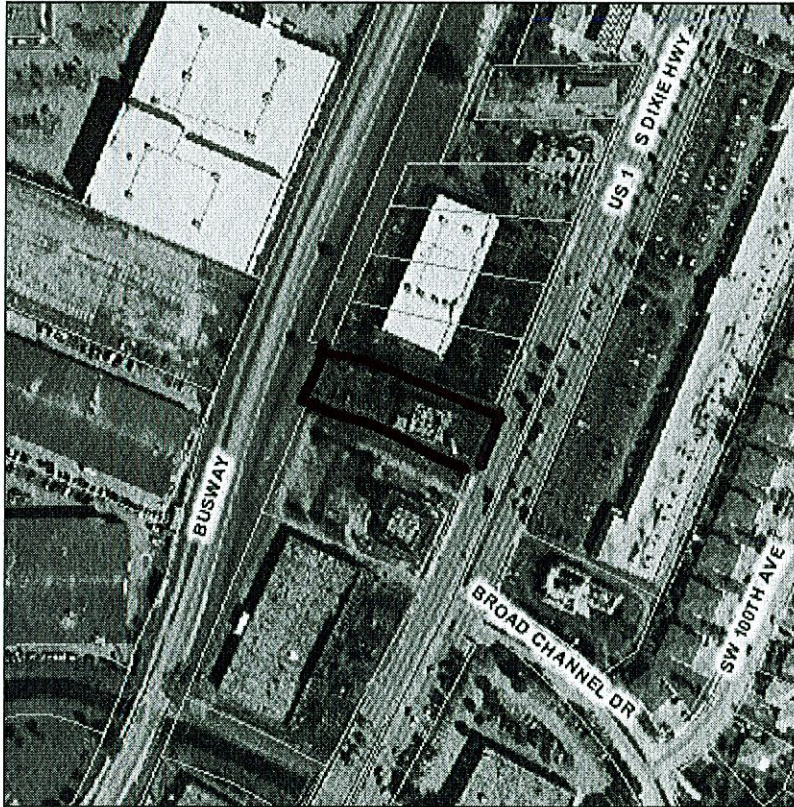


**My Home**  
Miami-Dade County, Florida

**miamidade.gov**

**MIAMI-DADE**

Property Information Map



Digital Orthophotography - 2007

0 — 130 ft

This map was created on 7/16/2008 2:59:39 PM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.



close

**Summary Details:**

Folio No.:	36-6005-052-0050
Property:	18690 S DIXIE HWY
Mailing Address:	TROPICAL FINANCIAL CREDIT UNION
	3050 CORPORATE WAY MIRAMAR FL 33025-

**Property Information:**

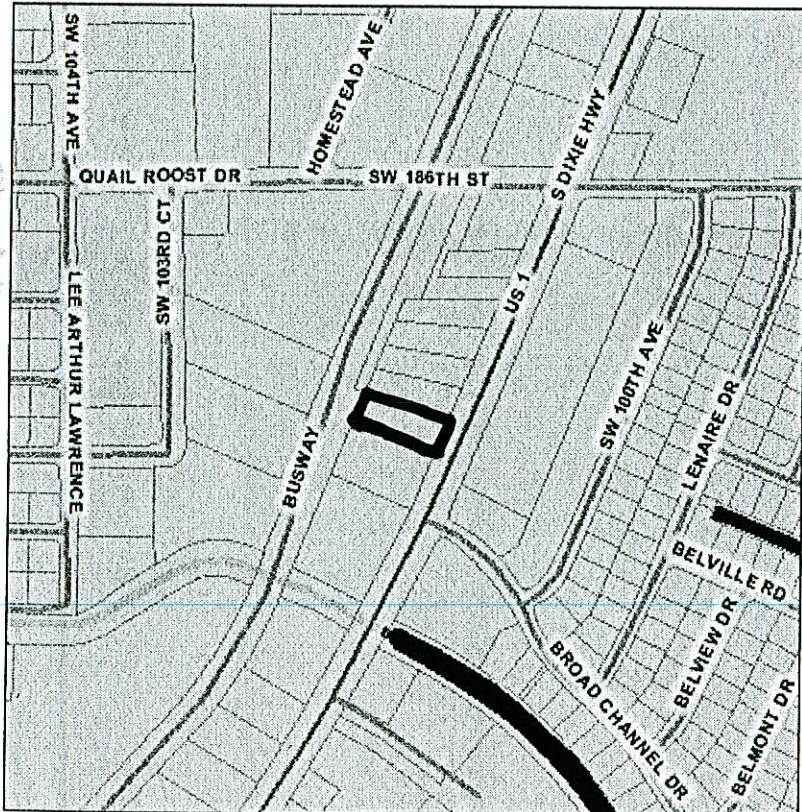
Primary Zone:	7100 INDUSTRIAL
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	25,453 SQ FT
Year Built:	0
Legal Description:	POINT WEST 4TH ADDN PB 107-67 LOT 5 BLK 6 LOT SIZE 25453 SQ FT F/A/U 30-6005- 052-0050 COC 25319- 4554 01 2007 6

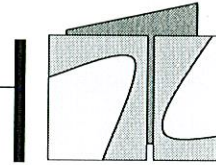
**Sale Information:**

Sale O/R:	25319-4554
Sale Date:	1/2007
Sale Amount:	\$2,000,000

**Assessment Information:**

Year:	2007	2006
Land Value:	\$763,590	\$458,154
Building Value:	\$333,387	\$327,609
Market Value:	\$1,096,977	\$785,763
Assessed Value:	\$1,096,977	\$785,763
Total Exemptions:	\$0	\$0
Taxable Value:	\$1,096,977	\$785,763





September 8, 2008

Planning & Zoning Department  
City of Cutler Bay  
10720 Caribbean Boulevard  
Cutler Bay, FL 33189

Re: Tropical Financial Credit Union

To whom it may concern,

Tropical Financial Credit Union is planning to apply features of LEED in the project. Below are a few of the items that will be impended.

The project shall consist of:

- 1 - Low Flush Toilets
- 2 - Low Flush Facets
- 3 - Energy Management System for Lighting
- 4 - R-30 Roof Insulation
- 5 - No VOC paint in adhesive
- 6 - 50% native plant species
- 7 - Nanotechnology paint for added insulation

Should you have any questions feel free to contact me.

Sincerely,



Stephen Tewes  
President

GENERAL NOTES

Surround to be constructed from .090 aluminum and painted PMS #541c Blue with decorative stripes painted to match PMS #338c Green. Painted areas to have medium stipple finish.

Sign face to be #7328 white acrylic with translucent vinyl to match PMS #541c Blue and PMS #338c Green. Sign box to be back lit and down lit.

Surround includes purse shelf, stainless steel writing surface, and combination envelope/waste unit.

Standard PVC (6) panel network with full color graphics.

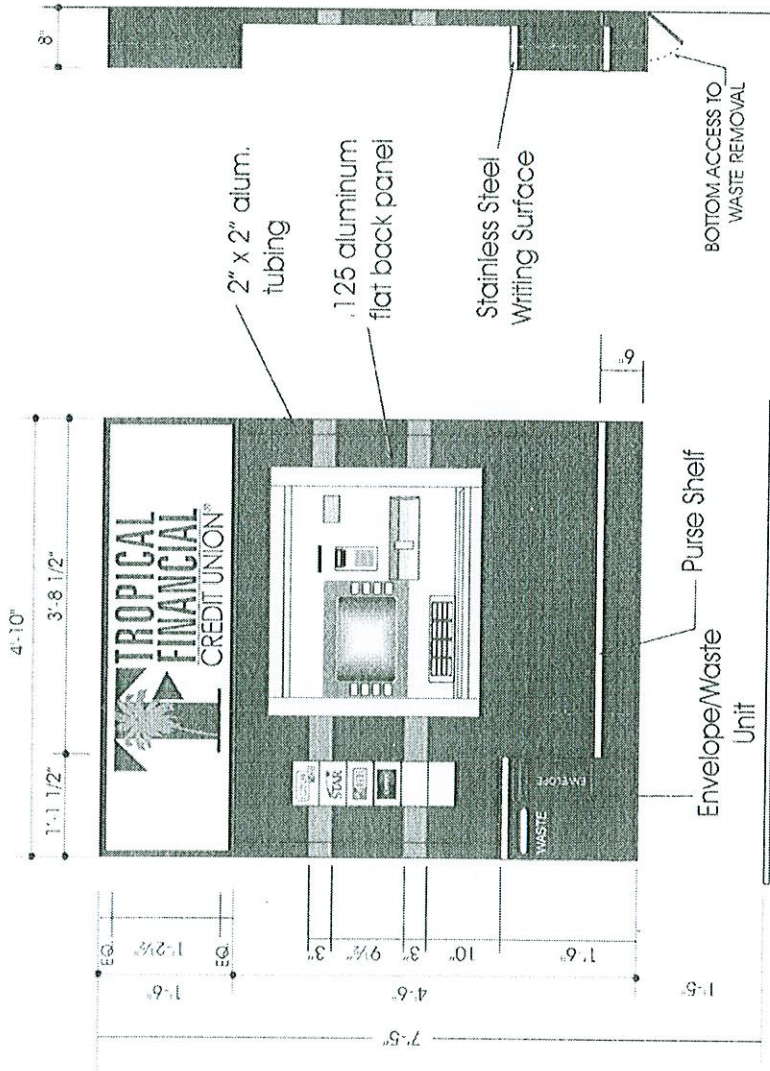
(2) F6C-U9/D/H-O fluorescent lamps with (1) ASB-0412-12 ballast, 120V electrical. Electrical to come out center back of header.

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_



PLAN VIEW



FRONT ELEVATION

SIDE VIEW

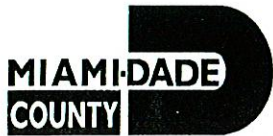
**CONCEPT Unlimited, Inc.**  
 10020 Harbor Rd., Columbia, SC 29203  
 Phone 803/755-9100

Revision:

**DRIVE-UP SURROUND  
 FOR ANCR 5886 ATM**

THIS IS AN ORIGINAL DESIGN SUBMITTED BY CONCEPT UNLIMITED FOR YOUR PERSONAL USE. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION NOR IT IS TO BE USED, COPIED, REPRODUCED, OR EXHIBITED IN ANY WAY WHATSOEVER. ALL OR ANY PART OF THIS DESIGN (EXCEPT REGISTERED TRADE-MARKS) REMAINS THE PROPERTY OF CONCEPT UNL, INC.

Customer: TROPICAL FCU  
 Salesman: Debbie Hinkle  
 Drawn By: TGP  
 Date: 12/4/2007  
 Drawing No: \_\_\_\_\_  
 Pg. 1 of 1 **A4201**



- ADA Coordination
- Agenda Coordination
- Art in Public Places
- Audit and Management Services
- Aviation
- Building Code Compliance
- Building
- Business Development
- Capital Improvements
- Citizen's Independent Transportation Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Relations
- Consumer Services
- Corrections & Rehabilitation
- Countywide Healthcare Planning
- Cultural Affairs
- Elections
- Emergency Management
- Employee Relations
- Enterprise Technology Services
- Environmental Resources Management
- Fair Employment Practices
- Finance
- Fire Rescue
- General Services Administration
- Historic Preservation
- Homeless Trust
- Housing Agency
- Housing Finance Authority
- Human Services
- Independent Review Panel
- International Trade Consortium
- Juvenile Assessment Center
- Medical Examiner
- Metropolitan Planning Organization
- Park and Recreation
- Planning and Zoning
- Police
- Procurement Management
- Property Appraiser
- Public Library System
- Public Works
- Safe Neighborhood Parks
- Seaport
- Solid Waste Management
- Strategic Business Management
- Team Metro
- Transit
- Urban Revitalization Task Force
- Vizcaya Museum and Gardens
- Water and Sewer**

August 6, 2008

Mr. Stephen Tewes  
Tewes Design Group  
2 South Biscayne Blvd., Suite 3180  
Miami, FL 33131

**Re: 16 ft. East Utility Easement at 18690 South Dixie Highway**

Dear Mr. Tewes:

I have received your request to construct within the existing 16-foot wide platted utility easement by allowing the building line or structure as close as possible to the existing 12-inch Water Main within the aforementioned utility easement.

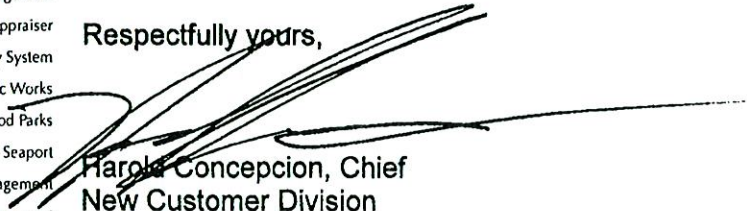
This Department has an existing 12-inch Water Main located approximately 3 feet from the western edge of the easement, as well as an existing 8-inch gravity sanitary sewer main located within the same easement with a horizontal separation of 10 feet from the aforementioned Water Main and 3 feet away from the eastern edge of the easement.

I am unable to grant your request at this time, as the Department needs the full width of the easement in order to perform any and all required maintenance activities.

Please be advised that the Department must have unrestricted access to the easement in order to operate and maintain our facilities. In addition, any structure and its footing/foundation shall be located at a distance from the edge of the easement that will preclude undermining of said structure if the Department excavates near the edge of the easement.

Should you have any questions, please contact Mr. Phillip Torres, P.E., Plans Review Section Manager, at (786) 268-5214.

Respectfully yours,

  
Harold Concepcion, Chief  
New Customer Division

cc: File

*Handwritten note:* Review of the utility map

JEWES  
DESIGN  
GROUP, LLC

2 SOUTH WEDGEWAY BLVD.  
SUITE 2100  
MIAMI, FLORIDA 33131  
305-372-3333

STEPHEN H. JEWES  
REGISTERED ARCHITECT  
FLORIDA

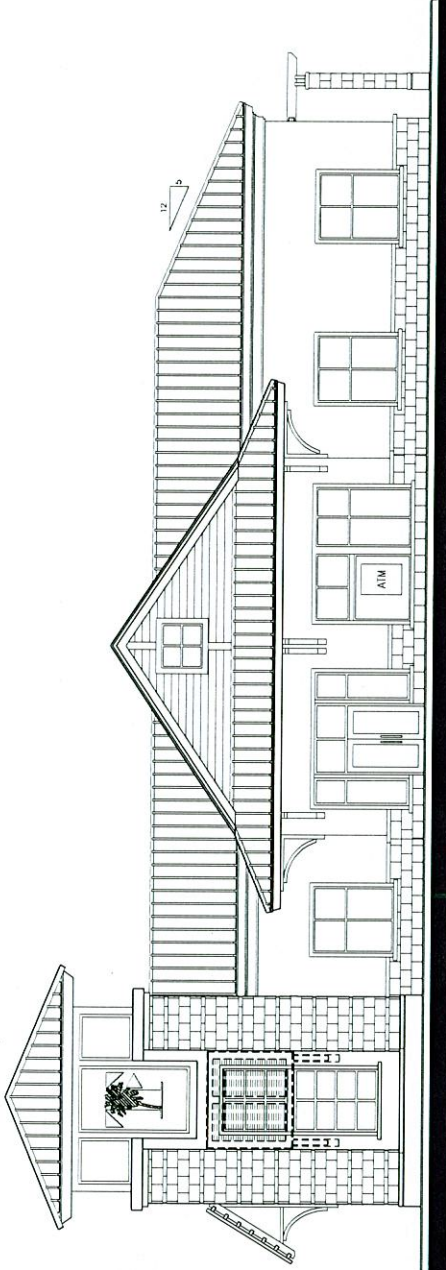
DATE

TROPICAL FINANCIAL  
CREDIT UNION  
CULVER BAY, FLORIDA

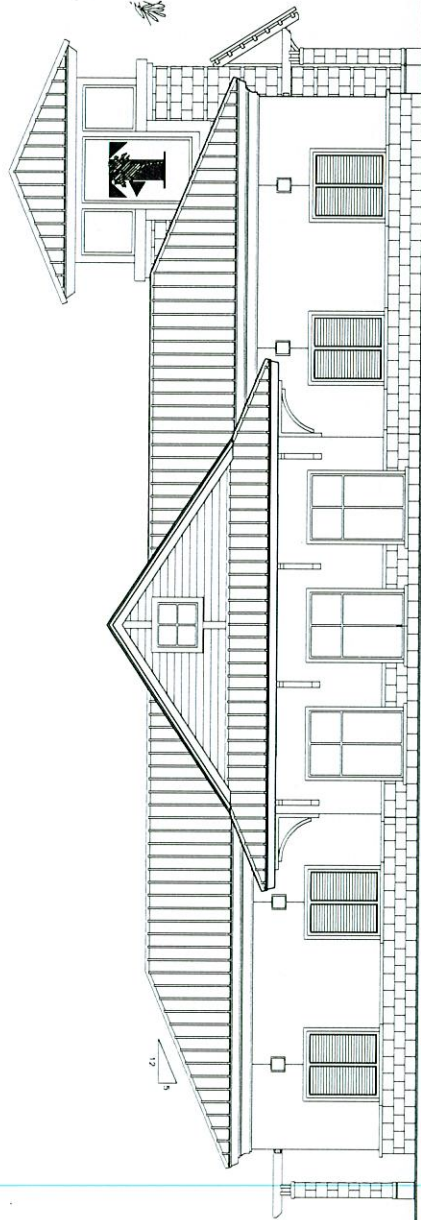


PROJECT NO.  
DRAWING NO.  
SCALE AS NOTED  
DATE 11.08.17  
DRAWN BY J / J / JR  
CHECKED

SHEET NO.:  
**A2.01**



**01** EXTERIOR NORTH ELEVATION  
SCALE: 3/16"=1'-0"



**02** EXTERIOR SOUTH ELEVATION  
SCALE: 3/16"=1'-0"

TEWES  
DESIGN  
GROUP, LLC

2 SOUTH BIRMGHAM, ALABAMA  
SUITE 2100  
MOBILE, ALABAMA 36684  
334-377-2333

STEPHEN H. TEWES  
ARCHITECT OF RECORD  
1000 W. UNIVERSITY  
MOBILE, ALABAMA 36688

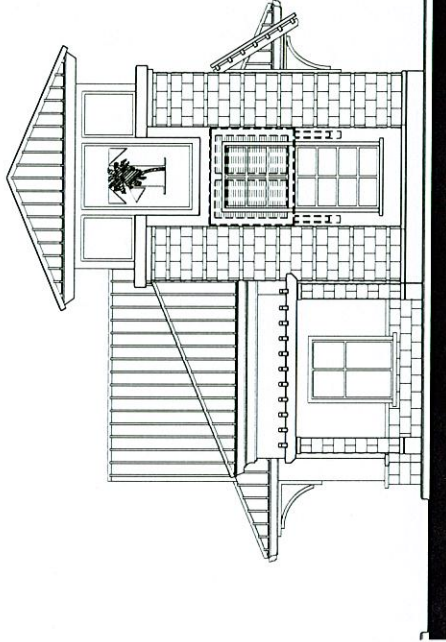
DATE

TROPICAL FINANCIAL  
CREDIT UNION  
CUTLER BAY, FLORIDA

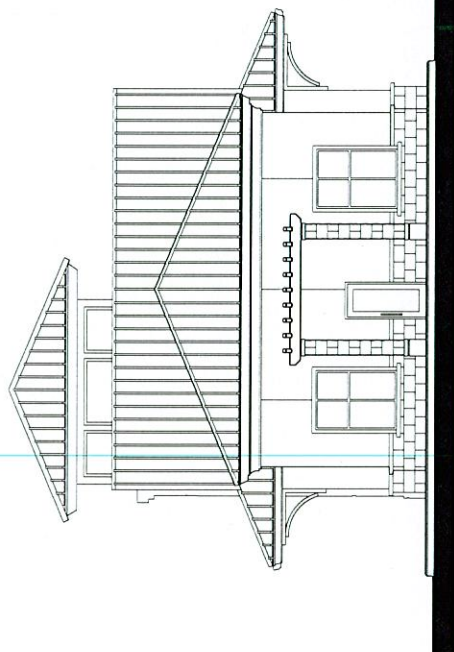


PROJECT NO.	
DRAWING NO.	
SCALE	AS NOTED
DATE	11-08-17
DRAWN BY	E / SW
CHECKED	

SHEET NO.:  
**A3.01**



**02 EXTERIOR EAST ELEVATION**  
SCALE: 3/16"=1'-0"



**01 EXTERIOR WEST ELEVATION**  
SCALE: 3/16"=1'-0"

TAB 6





## Planning & Zoning Department

---

Kathryn Lyon  
*Interim Planning Director*

# MEMORANDUM

To: Steve Alexander, Town Manager

From: Kathryn Lyon, Interim Planning Director

Date: September 9, 2008

Re: Approval of an Ordinance Amending Definition of "Non-Residential Design Standards and Regulations"

---

## **BACKGROUND**

The Town adopted the Non-Residential Design Standards and Regulations Ordinance No. 07-07 on March 21<sup>st</sup>, 2007. These development standards were intended to encourage high quality aesthetically pleasing developments.

The Town Council understands the importance of environmental stewardship and desires to incorporate green building incentives into these standards in order to help reduce the carbon foot print of such establishments within the Town.

The Town also has recognized a duty to include environmentally sound regulations in its management of development.

## **REQUEST**

Staff requests that the Town Council amend Ordinance 07-07, Definitions, to amend a definition of large nonresidential establishments to occupying between forty thousand and one (40,001) and fifty thousand (50,000) gross square feet of floor area.

Staff requests that the Town Council amend Ordinance 07-07, Definitions, to amend a definition of medium nonresidential establishments to occupying between twenty-five thousand and one (25,001) and fifty thousand (40,000) gross square feet of floor area.

Staff requests that the Town Council amend Ordinance 07-07, Maximum size of Large nonresidential establishments, to permit nonresidential establishments with the Town to exceed 50,000 gross square feet limitation by a maximum of twenty percent (20%), if such an establishment obtains a Leadership In Energy and Environmental Design (LEED) Certification of Silver. This is to encourage developers within the Town to build green and offers an incentive to build greater than 50,000 square feet. This Ordinance is the first step

in implementing Ordinance 08-11 and 08-12 Moratoriums on Development within the Town (Green Moratorium).

Staff requests that the Town Council amend Ordinance 07-07, Regulations for Medium and Large Nonresidential Establishments Location, to remove All Medium and Large nonresidential establishments shall be located in shopping centers. The majority of the parcels located on US 1 are platted and developed. The sixteen (16) foot Utility easement and busway along US 1 reduces the buildable area per lot. The parcels are not large enough to allow a building that exceeds 50,000 square feet and four (4) additional stores as the existing Ordinance states. Eliminating this requirement will allow the Town to focus on the form and shape of the building rather than amount of uses.

### **RECOMMENDATION**

Staff recommends the Council approve the attached amendments to Ordinance 07-07.

**ORDINANCE NO. 08- \_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 07-07 RELATING TO NONRESIDENTIAL DESIGN STANDARDS AND REGULATIONS; PROVIDING FOR THE DELETION OF LOCATION REQUIREMENTS; PROVIDING FOR AMENDMENTS TO PERMITTED SQUARE FOOTAGE; PROVIDING FOR GREEN BUILDING INCENTIVES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) adopted development standards applicable to nonresidential establishments within the Town; and

**WHEREAS**, these development standards are intended to encourage high quality aesthetically pleasing developments that produce a desirable relationship between buildings and the pedestrian; and

**WHEREAS**, the Town Council understands the importance of environmental stewardship and desires to incorporate green building incentives into these standards in order to help reduce the carbon foot print of such establishments within the Town; and

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

**WHEREAS**, after due notice and hearing, the Town Council finds this Ordinance to be consistent with the Town’s Comprehensive Plan; and

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

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

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

**Section 2. Amendment to Ordinance 07-07.** Ordinance 07-07 is hereby amended to read as follows:

**A. Definitions.**

For purposes of this Ordinance, the following words and phrases shall have the meanings herein set forth:

*Balcony or Balconies:* shall mean a platform projecting from a wall of a building and surrounded by a railing or parapet.

*Large nonresidential establishment:* A nonresidential establishment, or any combination of nonresidential establishments in a single building or in separate but abutting buildings, occupying between forty thousand (40,0010) and fifty thousand (50,000) gross square feet of floor area.

*Medium nonresidential establishment:* A nonresidential establishment, or any combination of nonresidential establishments in a single building or in separate but abutting buildings, occupying between twenty-five thousand (25,0010) and forty thousand (40,000) gross square feet of floor area.

\*\*\*

**B. Purpose.**

\*\*\*

**C. Nonresidential Establishment Regulations Generally.**

All Small, Medium, and Large nonresidential establishments shall be subject to the following regulations:

1. **Façades and Exterior Walls.**

\*\*\*

9. **Maximum Square Footage Permitted.**

Nonresidential establishments within the Town shall not exceed fifty thousand (50,000) gross square feet, except as provided in Subsection G below.

**D. Regulations for Small Nonresidential Establishments.**

\*\*\*

**E. Regulations for Medium and Large Nonresidential Establishments.**

1. **Location.**

~~All Medium and Large nonresidential establishments shall be located in shopping centers.~~

2. **1. Entryways.**

\*\*\*

3. **2. Maximum number of parking spaces.**

\*\*\*

4. 3. Off-street parking.

\*\*\*

5. 4. Central features and community space.

\*\*\*

6. 5. Outdoor seating/dining areas.

\*\*\*

7. 6. Public transit.

\*\*\*

8. 7. Internal Pedestrian walkways.

\*\*\*

9. 8. Expansions.

\*\*\*

**F. Regulations for Medium Nonresidential Establishments.**

\*\*\*

**G. Regulations for Large Nonresidential Establishments.**

**1. Location.**

~~Large nonresidential buildings shall be located in a group of more than four (4) nonresidential establishments located in a complex which is planned, developed, owned, or managed as a single unit with off-street parking provided on the property.~~

**2. 1. Maximum Size of Large Nonresidential Establishments.**

Large nonresidential establishments shall not exceed fifty thousand (50,000) gross square feet. However, the total structure may exceed this size so long as no single nonresidential tenant exceeds this size. To determine whether an establishment has reached this maximum, the area of shared check stands, management, controlling ownership interest, and storage areas shall also be included. Notwithstanding the foregoing, a Large nonresidential establishment may exceed the fifty thousand (50,000) square foot limitation by a maximum of twenty percent (20%), if such an establishment obtains a Leadership In Energy and Environmental Design (LEED) Certification of Silver. A LEED Certified Silver development shall mean a development that obtains at least 33-38 points of the maximum points on the LEED project checklist. Prior to the issuance of the first principal building permit the applicant shall post a performance bond of 3 percent of the total cost of the building in order to secure performance and fulfillment of the applicant's obligation to obtain a LEED Silver Certification. In lieu of the bond required by this section the Town may accept an irrevocable letter of credit from a financial institution authorized to do business in Florida or provide evidence of cash deposited in an escrow account in a financial institution in the State of Florida in the name of the applicant and the Town. The letter of credit

or escrow shall be in the same amount of the bond if it were posted. If the project fails to meet the criteria required for Silver Certification by the United States Green Building Council (USGBC) within two (2) years after receiving the Town's certificate of occupancy, the applicant shall forfeit one hundred percent (100%) of the bond. Funds that become available to the Town from the forfeiture of the performance bonds shall be deposited in a Green Building Fund established by the Town. These funds shall be utilized for improvements such as landscape, open space improvements, traffic calming, pollution mitigation, drainage and sanitary sewer improvements, sustainability improvements to public facilities, or similar improvements as deemed appropriate by the Town Council.

3. 2. Façade.

\*\*\*

4. 3. Exterior Customer Entrance.

\*\*\*

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

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

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

PASSED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 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	_____

TAB 7





## MEMORANDUM

To: Honorable Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: September 11, 2008

Re: An Ordinance amending the tax schedule for business tax receipts and amending the penalties related to business tax receipts to reflect statutory penalties.

---

### REQUEST

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING THE TAX SCHEDULE FOR BUSINESS TAX RECEIPTS; AMENDING THE PENALTIES RELATED TO BUSINESS TAX RECEIPTS TO REFLECT STATUTORY PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

In 2007, the Florida Legislature enacted Senate Bill 1178 that amended Sections 205.053 and 205.0535, Florida Statutes, to provide that by October 1, 2008, any municipality that had adopted a local business tax after October 1, 1995, could by ordinance reclassify businesses, professions, and occupations and could establish new rate structures. State law provides that, prior to the adoption of a reclassification and revision ordinance, the Town of Cutler Bay (the "Town") was required to establish an equity study commission and appoint its members.

On February 20, 2008, the Town Council established the Cutler Bay Business Tax Equity Study Advisory Board (the "Equity Study Board") to serve as the equity study commission, and established procedures for appointment of members, a timetable and rules of procedure governing the Equity Study Board in the conduct of its business. On May 21, 2008, the Town Council appointed representatives of the business community within the Town to serve as members of the Equity Study Advisory Board. After holding four public meetings, the Equity Study Board on August 8, 2008 recommended a new Business Tax Receipt reclassification and rate structure. These changes are summarized in Exhibit 1.



Staff believes the findings and recommendations of the Committee are fair and just and that this tax, as amended, will promote the health, safety and welfare of the Town.

**RECOMMENDATION**

Staff recommends adoption of the ordinance to amend the business tax receipt fee schedule and business tax receipt penalties as set forth by the Equity Study Board.

**ORDINANCE NO. 08-\_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING THE TAX SCHEDULE FOR BUSINESS TAX RECEIPTS; AMENDING THE PENALTIES RELATED TO BUSINESS TAX RECEIPTS TO REFLECT STATUTORY PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in 2007, the Florida Legislature enacted Senate Bill 1178 that amended Sections 205.053 and 205.0535, Florida Statutes, to provide that by October 1, 2008, any municipality that had adopted a local business tax after October 1, 1995, could by ordinance reclassify businesses, professions, and occupations and could establish new rate structures; and

**WHEREAS**, state law provides that, prior to the adoption of a reclassification and revision ordinance, the Town of Cutler Bay (the "Town") was required to establish an equity study commission and appoint its members; and

**WHEREAS**, on February 20, 2008, the Town Council established the Cutler Bay Business Tax Equity Study Advisory Board (the "Equity Study Board") to serve as the equity study commission, and established procedures for appointment of members, a timetable and rules of procedure governing the Equity Study Board in the conduct of its business; and

**WHEREAS**, on May 21, 2008, the Town Council appointed representatives of the business community within the Town to serve as members of the Equity Study Advisory Board; and

**WHEREAS**, after holding four public meetings, the Equity Study Board recommended a new Business Tax Receipt reclassification and rate structure; and

**WHEREAS**, the Town of Cutler Bay (the "Town") finds and determines that it is fair and just to amend the business tax schedule and business tax receipt penalties as set forth herein; and

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

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

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

**Section 2. Ratification of Appointments.** The Town Council approves the appointments of the following Equity Study Board Members:

- a) Art Nanni Jr. replacing Roberto Rosa
- b) Linda Peterson replacing Russell Rogg

**Section 3. Amendment of Town Ordinance 07-13.** Town Ordinance 07-13 shall be amended as follows:

\*\*\*

**Sec. 5. Violations; penalties.**

~~(a) Any person convicted of violating this article who engages in or manages any business, occupation, or profession in the Town without first obtaining a local business tax receipt, if required, or of any person making a fraudulent return application, shall be punished as provided by subsection (e) of this section, in the discretion of the court, and in addition such person shall be penalized a sum equal subject to a penalty of to 25 percent of any the local business tax avoided or evaded by and through the medium of such fraudulent return. due, in addition to any other penalty provided by law or ordinance.~~

~~(b) Each and every day of selling or disposing of merchandise or engaging in a business or profession without making the affidavit and/or without compliance in full with all of the provisions of this article shall constitute a separate and distinct violation of this article.~~

~~(e b) No person shall engage in or manage any business, profession or occupation without first obtaining from the Town a receipt for each separate location in the Town and paying the amount set forth in this article. Any person engaging in or managing any business, occupation or profession mentioned in this article between October 1 and November 1 of each year without first having complied with the provisions of this article and paying the amount of local business tax as provided for in this article shall be declared delinquent. Those receipts not renewed when due and payable and are considered delinquent and shall be subject to a delinquency penalty of ten percent for the month of October, plus an additional five percent penalty for each month of delinquency thereafter until paid. However, the total delinquency penalty shall not exceed 25 percent of the local business tax for the delinquent establishment.~~

~~(d c) A receipt shall be required to cover each and every business advertised by sign, newspaper, magazine or otherwise. Such advertisement shall be considered evidence of conducting the business advertised and shall be a sufficient predicate for conviction by the court or other enforcement authority. Such receipt shall be issued to cover each and every location of such business, and the assessment and amount of such local business taxes are classified and fixed per annum unless otherwise specified.~~

~~(e d) Any person who violates any provision of this article shall, upon conviction, be punished by a fine not to exceed engages in any business, occupation, or profession covered by this article, who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required receipt is subject to civil actions and penalties, including court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to \$250.00. This article shall be subject to enforcement under the Local Government Code Enforcement Act, F.S. Ch. 162. Enforcement may also be by suit for declaratory, injunctive or other appropriate relief in a court of competent jurisdiction.~~

\*\*\*

**Sec. 12. Tax schedule.**

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

Type of Business	Tax					
Abstract company	<del>\$100.00</del> - <u>110.00</u>					
Accountant	<del>30.00</del> - <u>33.00</u>					
Acupuncture	<del>30.00</del> - <u>33.00</u>					
Administrative office	<del>30.00</del> - <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999	
Adult bookstore/novelty	<u>300.00</u>					
Adult day care	<del>30.00</del> - <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999	
Adult entertainment	<u>450.00</u>					
Advertising / marketing / public relations	<del>30.00</del> - <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999	
Advertising space rental	<del>25.00</del> - <u>27.50</u>	+ 3.00	for each additional space	from 2	to 99,999	
Alteration service -- commercial	<del>30.00</del> - <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999	
Alterations	<del>25.00</del> - <u>27.50</u>					
Ambulance service	<del>30.00</del> - <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999	
Amusement center	<del>25.00</del> - <u>27.50</u>					
Amusement device (non coin)	<del>25.00</del> - <u>27.50</u>	+ 15.00	for each additional device	from 2	to 99,999	
Amusement facility	<del>25.00</del> - <u>27.50</u>	+ 15.00	for each additional unit	from 2	to 99,999	
Amusement ride	<del>25.00</del> - <u>27.50</u>	+ 15.00	for each additional ride	from 2	to 99,999	
Amusement / service vending machine	<del>25.00</del> - <u>27.50</u>		for one machine			
	<del>25.00</del> - <u>27.50</u>	+ 15.00	for each additional machine	from 2	to 30	
	<del>460.00</del> - <u>506.00</u>	+ 6.00	for each additional machine	from 31	to 99,999	
Animal service	<del>30</del> - <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999	
Answering service	<del>30</del> - <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999	
Antique / art dealer / studio	<del>30.00</del> - <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999	
Apartments	not taxable		apartments	from 1	to 4	

	<u>30.00—33.00</u>			apartments	from	5	to	10
	<u>30.00—33.00</u>	+ 2.00		for each additional apartment	from	11	to	99,999
Apparel / accessory mfg	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Appraiser	<u>30.00—33.00</u>							
Architect	<u>40.00—44.00</u>							
Artist / illustrator	<u>30.00—33.00</u>							
Assembly / fabricating	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Assisted living facility	<u>100.00—125.00</u>	+ 3.00		for each additional employee	from	21	to	99,999
Astrology / palm reader	<u>230.00—253.00</u>							
Attorney	<u>40.00—44.00</u>	+ 10.00		library fee				
Attorney branch office	<u>30.00—33.00</u>							
Auction sales / liquidator	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Auctioneering service	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Audio visual service	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Audiologist / speech pathologist	<u>30.00—33.00</u>							
Auditorium / playhouse	<u>100.00—110.00</u>				from	1	to	500 seats
	<u>200.00—220.00</u>				from	501	to	1,000 seats
	<u>300.00—330.00</u>				from	1,001		and up
Author / writer	<u>30.00—33.00</u>							
Auto / truck / van sales	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Auto / truck / van service	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Auto tag branch agency	<u>100.00—110.00</u>							
Automated teller machine	<u>50.00—100.00</u>							
Baby sitting service (itinerant)	<u>25.00—27.50</u>							
Bail bond business	<u>100.00—110.00</u>							
Bakery	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Bank / trust company	<u>200.00—220.00</u>	+ 3.00		for each additional employee	from	51	to	99,999
Banking facility	<u>80.00—88.00</u>							
Barber or beauty school	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Barber shop / chair	<u>30.00—33.00</u>	+ 3.00		for each additional	from	11	to	99,999

			employee				
Beauty service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Beauty shop / chair	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Beeper paging	<u>80.00—88.00</u>						
Billing / bookkeeping service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Binding service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Blood bank center	<u>50.00—55.00</u>						
Body / paint / repair shop	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Bookkeeping / tax / immigration service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Bowling lanes	<u>25.00—27.50</u>	+ 15.00	for each additional lane	from	2	to	99,999
Bulk merchandise vending stand	<u>25.00—27.50</u>	+ 16.00	for each additional stand	from	2	to	99,999
Business service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Cabinets / woodworking mfg.	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
<del>Cable TV franchise/Video service provider</del>	<del><u>500.00—550.00</u></del>						
Canning / bottling	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Car wash / auto detailing	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Cargo handler	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Carnival (sponsored)	<u>25.00—27.50</u>	+ 15.00	for each additional unit	from	2	to	99,999
<del>Cash / Payroll advance/ Check service/cashing</del>	<del><u>80.00—120.00</u></del>						
Catering service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Cemetery / crematorium	<u>200.00—220.00</u>						
Ceramic studio / kiln / supplies	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Charter / leasing service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
<del>Check service / cashing</del>	<del><u>30.00—</u></del>	<del>+ 3.00</del>	<del>for each additional employee</del>	<del>from</del>	<del>11</del>	<del>to</del>	<del>99,999</del>
Child day care facility	<u>30.00—33.00</u>	+ 3.00	for each additional	from	11	to	99,999

			employee				
Chiropractor	<del>40.00</del> — <del>44.00</del>						
Circus / carnivals (not sponsored)	<del>100.00</del> — <del>100.00</del>		per day				
Cleaner / laundry / alterations	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Cleaning service	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Clinic / medical center / dialysis	<del>100.00</del> — <del>110.00</del>	+ 3.00	for each additional employee	from	21	to	99,999
Clinical social worker	<del>40.00</del> — <del>44.00</del>						
Collection / credit service	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Commercial / Industrial / Office space	<del>50.00</del> — <del>55.00</del>		250,000 or less leasable sq. ft.				
	<del>150.00</del> — <del>165.00</del>		from 250,001 leasable sq. ft. and up				
Community pharmacy	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
<del>Community TV antenna</del>	<del>600.00</del>						
<del>Community TV antenna franchise</del>	<del>500.00</del>						
Computer / data processing service	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Concession / news stand	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Consultant	<del>40.00</del> — <del>44.00</del>						
Copy / DUP / reproduction service	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Correspondence school	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Courier drop box	<del>25.00</del> — <del>27.50</del>		per location				
Courier service	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Court reporter	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
CPA	<del>40.00</del> — <del>44.00</del>						
Credit / debit card co.	<del>150.00</del> — <del>165.00</del>	+ 3.00	for each additional employee	from	51	to	99,999
Cruise line /dinner cruise	<del>100.00</del> — <del>110.00</del>		per vessel				
Custom house broker	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Cutting / sewing / press service	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Dancing or entertainment / one night only	<del>150.00</del> — <del>165.00</del>						



Dancing or entertainment	<u>225.00</u> – <u>247.50</u>						
Dating / escort business	<u>100.00</u> – <u>200.00</u>						
Dealer in intangible personal property	<u>80.00</u> – <u>88.00</u>						
Dealer in petroleum products	<u>75.00</u> – <u>82.50</u>	+ 3.00	for each additional employee	from	11	to	99,999
Delivery / messenger service	<u>30.00</u> – <u>33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Dental lab school	<u>30.00</u> – <u>33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Dental laboratory	<u>30.00</u> – <u>33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Dentist	<u>40.00</u> – <u>44.00</u>						
Designer	<u>40.00</u> – <u>44.00</u>						
Dietician / Nutritionist	<u>30.00</u> – <u>33.00</u>						
Dispatch service	<u>30.00</u> – <u>33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Dispensing optician	<u>30.00</u> – <u>33.00</u>						
Drafting service	<u>30.00</u> – <u>33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Drive in restaurant	<u>60.00</u> – <u>66.00</u>						
Eating establishment	<u>30.00</u> – <u>33.00</u>		seats	from	1	to	30
	<u>60.00</u> – <u>66.00</u>		seats	from	31	to	74
	<u>90.00</u> – <u>99.00</u>		seats	from	75	to	149
	<u>120.00</u> – <u>132.00</u>		seats	from	150	to	99,999
Educational institutions ( <u>private</u> )	<u>30.00</u> – <u>33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Electric plant	<u>600.00</u> – <u>660.00</u>						
Electric plant franchise	<u>500.00</u> – <u>550.00</u>						
Electrical contractor	<u>30.00</u> – <u>33.00</u>	+ 3.00	for each additional employee	from	51	to	99,999
Electrolysis service	<u>30.00</u> – <u>33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Electronic credit approval	<u>100.00</u> – <u>110.00</u>						
Electronic telephone info	<u>200.00</u> – <u>220.00</u>						
Embalmer	<u>40.00</u> – <u>44.00</u>						
Embroidery / monogram service	<u>30.00</u> – <u>33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Employee leasing service	<u>120.00</u> – <u>132.00</u>	+ 3.00	for each additional employee	from	21	to	99,999
Employment agency	<u>30.00</u> – <u>33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Engraving / laminating service	<u>30.00</u> – <u>33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Equipment operator	<u>30.00</u> – <u>33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999

Export / import	<u>30.00—60.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Farmers market	<u>200.00—220.00</u>						
Fax communication	<u>50.00—55.00</u>						
Film / photo process / develop	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Finance / loans / mortgages	<u>150.00—100.00</u>	+ 3.00	for each additional employee	from	51	to	99,999
Firearms mfg	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Fitness center - membership	<u>200.00—220.00</u>						
Fitness center - non-member	<u>100.00—110.00</u>						
Flea market	<u>230.00—253.00</u>						
Flea market sales	<u>30.00—33.00</u>						
Food products mfg / process	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Food / beverage sales	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Foreign exchange	<u>80.00—88.00</u>						
Framing service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Freight forwarding / cargo service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Fruit shipping agent	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Funeral director	<u>40.00—44.00</u>						
Funeral director / embalmer	<u>40.00—44.00</u>						
Funeral home	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Garbage / waste disposal	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Gas plant	<u>600.00—660.00</u>						
Gas plant franchise	<u>500.00—550.00</u>						
General building contractor	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	51	to	99,999
General engineering contractor	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	51	to	99,999
General mechanical contractor	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	51	to	99,999
Golf course / miniature	<u>25.00—27.50</u>	+ 15.00	for each additional course	from	2	to	99,999
Graphic / art / typesetting	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Guard patrol agency	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999

Hall for hire	<u>230.00</u> — <u>253.00</u>							
Handwriting analyst -- affidavit	<u>30.00</u> — <u>33.00</u>							
Health / Dental (prepaid) maintenance organization	<u>100.00</u> — <u>110.00</u>	+ 3.00	for each additional employee	from 21	to 99,999			
Health testing -- invasive	<u>30.00</u> — <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999			
Health testing non-invasive	<u>30.00</u> — <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999			
Hearing aid specialist	<u>30.00</u> — <u>33.00</u>							
Holding company / franchising	<u>150.00</u> — <u>165.00</u>	+ 3.00	for each additional employee	from 51	to 99,999			
Home health care agency	<u>120.00</u> — <u>132.00</u>							
Home health care provider	<u>25.00</u> — <u>27.50</u>							
Hospital / emergency room	<u>100.00</u> — <u>110.00</u>	+ 3.00	for each additional employee	from 21	to 99,999			
Hotel	not taxable		rooms	from 1	to 4			
	<u>30.00</u> — <u>33.00</u>		rooms	from 5	to 10			
	<u>30.00</u> — <u>60.00</u>	+ <del>2.00</del> 3.00-	for each additional room	from 11	to 99,999			
Hypnotherapist (affidavit)	<u>30.00</u> — <u>33.00</u>							
Ice cream vendor	<u>30.00</u> — <u>33.00</u>							
Information / referral service	<u>30.00</u> — <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999			
Inspection service	<u>30.00</u> — <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999			
Installation service -- non contractor	<u>30.00</u> — <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999			
Instructor / training / tutor	<u>30.00</u> — <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999			
Insurance adjustor	<u>25.00</u> — <u>27.50</u>							
Interior decorator	<u>30.00</u> — <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999			
Interior designer	<u>40.00</u> — <u>44.00</u>							
Investments / land development	<u>150.00</u> — <u>165.00</u>	+ 3.00	for each additional employee	from 21	to 99,999			
Janitorial service	<u>30.00</u> — <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999			
Junk dealer / junk yard	<u>100.00</u> — <u>110.00</u>							
Key making	<u>30.00</u> — <u>33.00</u>	+ 3.00	for each additional employee	from 11	to 99,999			
land surveyor	<u>40.00</u> — <u>44.00</u>							
Landfill / dump	<u>100.00</u> — <u>110.00</u>							
Landscape architect	<u>40.00</u> — <u>44.00</u>							
Laundromat / laundry room	<u>25.00</u> — <u>50.00</u>	+ <del>1.50</del> 2.00	for each additional machine	from 2	to 99,999			

Laundry machines	<del>25.00</del> — <del>50.00</del>	+ 1.50 2.00	for each additional machine	from 2	to 99,999
Lawn / lawnscape / tree service	<del>30.00</del> — <del>60.00</del>	+ 3.00	for each additional employee	from 11	to 99,999
Limousine service	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999
Local exchange telephone service	<del>900.00</del> — <del>990.00</del>				
Locksmith service	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999
Long distance communications	<del>250.00</del> — <del>275.00</del>				
LPG dealer / distributor and installation	<del>130.00</del> — <del>143.00</del>				
LPG equipment dealer	<del>130.00</del> — <del>143.00</del>				
LPG equipment manufacturer	<del>130.00</del> — <del>143.00</del>				
LPG installer	<del>50.00</del> — <del>55.00</del>				
LPG (Propane) Gas Tank Exchange Under 20 lbs.	<del>25.00</del> — <del>27.50</del>				
LPG tank refill	<del>60.00</del> — <del>66.00</del>				
Lunch wagon / truck	<del>30.00</del> — <del>33.00</del>				
Machine / welding shop	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999
Mail order	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999
Mailing facility	<del>100.00</del> — <del>110.00</del>				
Management service	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999
Manufacturing	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999
Marine surveyor	<del>40.00</del> — <del>44.00</del>				
Marine / boat repair	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999
Marriage and family therapist	<del>40.00</del> — <del>44.00</del>				
Massage establishment	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999
Massage therapist	<del>25.00</del> — <del>27.50</del>				
Membership organization	<del>200.00</del> — <del>100.00</del>				
Mental health counselor	<del>40.00</del> — <del>44.00</del>				
Merchandise vending machine	<del>25.00</del> — <del>27.50</del>		for one machine		
	<del>25.00</del> — <del>27.50</del>	+ 6.00	for each additional machine	from 2	to 30
	<del>199.00</del> — <del>218.90</del>	+ 3.00	for each additional machine	from 31	to 99,999
MFG representative (individual)	<del>30.00</del> — <del>33.00</del>				
Mobile auto mechanic	<del>25.00</del> — <del>27.50</del>				
Mobile home park / camp grounds	<del>30.00</del> — <del>33.00</del>		spaces	from 1	to 100
	<del>60.00</del> — <del>66.00</del>		spaces	from 101	to 200

	<u>90.00—99.00</u>			spaces	from	201	to	99,999
Mobile home sales	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Mortgage broker business	<u>80.00—88.00</u>							
Motel	not taxable			rooms	from	1	to	4
	<u>30.00—33.00</u>			rooms	from	5	to	10
	<u>30.00—60.00</u>	+ <u>2.00</u> <u>3.00</u>		for each additional room	from	11	to	99,999
Movie / multi theatre	<u>80.00—88.00</u>			per screen				
Moving / hauling / storage (local)	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Multiple business	<u>100.00—110.00</u>							
Naturopath	<u>40.00—44.00</u>							
News / wire service	<u>80.00—88.00</u>							
Non-emergency transportation service	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Nurse / midwife	<u>30.00—33.00</u>							
Nursery plant sales	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Nursing / convalescent home	<u>100.00—110.00</u>	+ 3.00		for each additional employee	from	21	to	99,999
Occult science	<u>230.00—253.00</u>							
Operation center	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Optometrist	<u>40.00—44.00</u>							
Osteopathic physician	<u>40.00—44.00</u>							
Packing / packaging	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Packing/ processing (farm products)	<u>25.00—27.50</u>	+ 2.00		for each additional employee	from	11	to	60
	<u>150.00—165.00</u>			employees	from	61	to	99,999
Paralegal	<u>30.00—33.00</u>							
Paramedic / physician assistant	<u>30.00—33.00</u>							
Parking facility	<u>30.00—33.00</u>			spaces	from	1	to	100
	<u>60.00—66.00</u>			spaces	from	101	to	200
	<u>90.00—99.00</u>			spaces	from	201	to	99,999
Party / entertainment service	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Passenger motor carrier	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Passenger transportation service	<u>30.00—33.00</u>	+ 3.00		for each additional employee	from	11	to	99,999
Pawnbroker	<u>340.00—400.00</u>							
Pay telephone provider	<u>75.00—82.50</u>	+ 7.50		for each employee	from	11	to	99,999
Peddler	<u>30.00—33.00</u>							

Permanent exhibit / admission facility	<del>230.00</del>							
Personal services	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Pest control service	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Photographer / video service	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Physical / Occupational therapist	<del>30.00—33.00</del>							
Physical / Occupational therapy center	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Physician	<del>40.00—44.00</del>							
Plumbing contractor	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	51	to	99,999	
Podiatrist	<del>40.00</del>							
Polygraph examiner	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Postal service	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Prescription drug wholesaler	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Printing / lithograph	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Private investigative agency	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Process server	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Processing plant	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Producer / productions	<del>300.00—330.00</del>							
Professional association / Corporation / Partnership / firm	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Professional engineer	<del>40.00—44.00</del>							
Professional sports team	<del>300.00—330.00</del>							
Promotor / coordinator	<del>200.00—220.00</del>							
Psychologist	<del>40.00—44.00</del>							
Publishing service	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Purchasing agent / ship chandler	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Quarrying / mining	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	
Railroad	<del>225.00—247.50</del>							
Real estate appraiser	<del>30.00—33.00</del>							
Real estate branch office	<del>30.00—33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999	

Real estate broker	<u>30.00—33.00</u>						
Real estate firm	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Real estate school	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Recording / film studio	<u>300.00—330.00</u>						
Recycling / refiners	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Refinish / finishing / dye service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Rental service - not real property	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Repossessing service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Resale of communication time	<u>150.00—165.00</u>						
Research / search service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Retail of firearms	<u>30.00—60.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Retail pharmacy	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Retail store	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Rooms / boarding / guest home	Not taxable		rooms	from	1	to	4
	<u>30.00—33.00</u>		rooms	from	5	to	10
	<u>30.00—33.00</u>	+ 2.00	for each additional room	from	11	to	99,999
Sales <del>broker</del> agent(individual)	<u>30.00—33.00</u>						
Satellite Master Antenna TV	<u>500.00—550.00</u>						
Savings and loan association	<u>200.00—220.00</u>	+ 3.00	for each additional employee	from	51	to	99,999
School bus service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
School psychologist	<u>40.00—44.00</u>						
Scrap metal processor	<u>150.00—300.00</u>						
Secretarial / clerical service	<u>30.00—33.00</u>	+ 3.00	for each additional employee	from	11	to	99,999
Security systems monitoring	<u>100.00—110.00</u>						
Self storage	<u>75.00—82.50</u>			from	1	to	500 units
	<u>100.00—110.00</u>			from	501	to	1,000 units
	<u>125.00—137.50</u>			from	1,001	to	99,999 units
Seller of travel	<u>30.00—33.00</u>	+ 3.00	for each additional	from	11	to	99,999

			employee				
Selling / trading tangible personal property	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Service and repairs - non contractor	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Showroom / sales office	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Slaughter house	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Specialty building contractor	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	51	to	99,999
Specialty electrical contractor	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	51	to	99,999
Specialty engineering contractor	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	51	to	99,999
Specialty mechanical contractor	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	51	to	99,999
Specialty plumbing contractor	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	51	to	99,999
Special transportation service	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Stadium / arena	<del>150.00</del> — <del>165.00</del>		seats	from	1	to	10,000
	<del>300.00</del> — <del>330.00</del>		seats	from	10,001	to	30,000
	<del>600.00</del> — <del>660.00</del>		seats	from		to	99,999
Stevedore agency	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Stock and bond / commodity broker	<del>150.00</del> — <del>165.00</del>	+ 3.00	for each additional employee	from	51	to	99,999
Sub building contractor	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	51	to	99,999
Sub general building contractor	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	51	to	99,999
Subscription business	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Swimming pool	<del>25.00</del> — <del>27.50</del>	+ 15.00	for each additional pool	from	2	to	99,999
Tailor / dressmaking	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Take out food / snack bar	<del>30.00</del> — <del>33.00</del>						
Tattoo studio/Body piercing (affidavit)	<del>30.00</del> — <del>60.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Taxicab passenger service company	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from	11	to	99,999
Tele / radio / sat communication	<del>250.00</del> — <del>275.00</del>						



Telecom systems sales / service	<del>250.00</del> — <del>275.00</del>						
Telegraph	<del>80.00</del> — <del>88.00</del>						
Telemarketing	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999		
Temporary employment agency	<del>120.00</del> — <del>132.00</del>	+ 3.00	for each additional employee	from 21	to 99,999		
Tennis courts	<del>25.00</del> — <del>27.50</del>	+ 15.00	for each additional court	from 2	to 99,999		
Tent sales	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999		
Testing service (non-medical)	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999		
Textile products mfg	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999		
Ticket sales / reservation	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999		
Time share property	Not taxable		apartments	from 1	to 4		
	<del>30.00</del> — <del>33.00</del>		apartments	from 5	to 10		
	<del>30.00</del> — <del>33.00</del>	+ 2.00	for each additional apartment	from 11	to 99,999		
Time share sales exchange office	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999		
Tip sheet	<del>230.00</del> — <del>253.00</del>						
Title insurance companies	<del>100.00</del> — <del>110.00</del>						
Tour guide service	<del>25.00</del> — <del>27.50</del>						
Tour / travel agency	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999		
Towing truck	<del>25.00</del> — <del>50.00</del>		per truck				
Transport - local / intra state	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999		
Traveling junk dealer	<del>30.00</del> — <del>33.00</del>						
Unclassified business	<del>100.00</del> — <del>110.00</del>						
Upholstering	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999		
Used merchandise sales / no pawn	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999		
Used motor vehicle parts dealer	<del>100.00</del> — <del>110.00</del>						
Valet parking	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999		
Veterinarian	<del>40.00</del> — <del>44.00</del>						
Veterinary clinic	<del>50.00</del> — <del>55.00</del>	+ 1.50	for each additional employee	from 11	to 99,999		
Warehouse / distribution center	<del>30.00</del> — <del>33.00</del>	+ 3.00	for each additional employee	from 11	to 99,999		
Water / sewer plant	<del>500.00</del> — <del>550.00</del>						

Web surfing outlets	<del>25.00</del> — <del>27.50</del>	+	10.00	for each additional terminal	from	2	to	99,999
Weight control center	<del>30.00</del> — <del>33.00</del>	+	3.00	for each additional employee	from	11	to	99,999
Wholesale / distributor	<del>30.00</del> — <del>33.00</del>	+	3.00	for each additional employee	from	11	to	99,999
Yacht / boat / marine broker	<del>30.00</del> — <del>33.00</del>	+	3.00	for each additional employee	from	11	to	99,999

**Section 4. Conflicts.** All ordinances or Code provisions in conflict herewith are hereby repealed.

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

**Section 6. Inclusion in the Code.** It is the intention of the Town Council, 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 7. Effective Date.** That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 20<sup>th</sup> day of August, 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 \_\_\_\_\_

TAB 8

**ORDINANCE NO. 08-\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 19 “RESPONSIBLE PROPERTY OWNER AND MERCHANT ACT” TO INCLUDE PROVISIONS RELATING TO THE REGISTRATION, MAINTENANCE AND SECURITY OF ABANDONED REAL PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) recognizes an increase in the number of vacant and abandoned properties located throughout the Town; and

**WHEREAS**, the presence of vacant and abandoned properties can lead to a decline in property value, create attractive nuisances, and lead to general decrease in neighborhood and community aesthetic; and

**WHEREAS**, vacant and abandoned properties present a serious threat to the public health and safety of the community; and

**WHEREAS**, the presence of vacant and abandoned properties may discourage prospective buyers from purchasing real property within the Town; and

**WHEREAS**, many vacant and abandoned properties are the responsibility of lenders and trustees who fail to adequately secure and maintain such properties; and

**WHEREAS**, the Town has a vested interest in protecting the Town against the decay caused by vacant and abandoned properties and concludes that it is in the best interest of the citizens and residents to impose registration requirements on such properties located within the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS<sup>1</sup>:**

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

**Section 2. Amendment to Chapter 19 of the Town Code.** The Town Council of the Town of Cutler Bay hereby amends Chapter 19 “Responsible Property Owner and Merchant Act” of the Town Code of Ordinances by adding a new section 19-16 as follows:

**Section 19-16. Abandoned Real Property; Purpose and Intent.**

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

It is the purpose and intent of the Town to establish a process to address the amount of abandoned real property located within the Town. It is the Town's further intent to specifically establish an abandoned residential property program as a mechanism to protect residential neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties.

**Section 19-16.1. Definitions.**

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned real property* means any property that is vacant and is subject to a mortgage under a current Notice of Default and/or Notice of Mortgagee's Sale, pending Tax Assessors Lien Sale and/or vacant properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure or sale.

*Evidence of vacancy* means any condition that on its own, or combined with other conditions present would lead a reasonable person to believe that the property is vacant. Such conditions may include, but not be limited to, overgrown and/or dead vegetation, accumulation of abandoned real property, as defined herein, statements by neighbors, passers-by, delivery agents or government agents, among other evidence that the property is vacant.

*Foreclosure* means the process by which a property, placed as security for a real estate loan, is sold at public sale to satisfy the debt if the borrower defaults.

*Enforcement officer* means any building official, zoning inspector, code enforcement officer, fire inspector or building inspector employed within the Town.

*Property management company* means a property manager, property maintenance company or similar entity or individual responsible for the maintenance of abandoned real property.

*Vacant* means any building/structure that is not legally occupied.

**Section 19-16.2. Applicability.**

This section shall be considered cumulative and not superseding or subject to any other law or provision for same, but shall rather be an additional remedy available to the Town above and beyond any other state, county and/or local provisions for same.

**Section 19-16.3. Penalties; schedule of civil penalties**

Any person who shall violate the provisions of this section 19-16 shall, upon conviction, be punished as provided in this section.

The following table shows the sections of this section 19-16, as they may be amended from time to time, which may be enforced pursuant to the provisions of this regulation; and the dollar amount of civil penalty for the violation of these sections as they may be amended. The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this section 19-16, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine whether a particular activity is proscribed or required by this Code, the relevant Code section shall be examined.

**TABLE INSET:**

<u>Code Section</u>	<u>Description of Violation</u>	<u>Civil Penalty</u>
<u>19-16.5</u>	<u>Failure to register abandoned real property</u>	<u>\$500.00</u>
<u>19.-16.6</u>	<u>Failure to properly maintain abandoned real property</u>	<u>\$500.00</u>
<u>19.-16.7</u>	<u>Failure to properly secure abandoned real property</u>	<u>\$500.00</u>
<u>19-16.8</u>	<u>Interference with Code Enforcement Officer</u>	<u>\$500.00</u>
	<u>All sections of this section 19-16 not specifically listed in this schedule</u>	<u>\$500.00</u>

**Section 19-16.4. Public Nuisance.**

All abandoned real property is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare and safety of the residents of the Town.

**Section 19-16.5. Registration of Abandoned Real Property.**

(a) Any mortgagee who holds a mortgage on real property located within the Town shall, upon default by the mortgagor and prior to the issuance of a notice of default, perform an inspection of the property that is the security for the mortgage. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned real property and the mortgagee shall, within ten (10) days of the inspection, register the property with the town manager, or his or her designee, on forms provided by the Town. A registration is required for each vacant property.

(b) If the property is occupied but the mortgage on the property remains in default, the property shall be inspected by the mortgagee or his designee monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall, within ten (10) days of that inspection, register the property with the town manager, or his or her designee, on forms provided by the Town.

(c) Registration pursuant to this section shall contain the name of the mortgagee, the direct mailing address of the mortgagee, a direct contact name and telephone number of mortgagee, a facsimile number and e-mail address for mortgagee, and the name and twenty-four (24) hour contact phone number of the Property management company responsible for the security and maintenance of the property.

(d) This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

(e) A registration fee in the amount of \$150.00, per property, shall accompany the registration form(s).

(f) Properties subject to this section shall remain under the registration requirement, security and maintenance standards of this section as long as they remain vacant.

(g) Any person or corporation that has registered a property under this section must report any change of information contained in the registration in writing within ten (10) days of the change to the town manager or his or her designee.

#### **Section 19-16.6. Maintenance Requirements.**

(a) Properties subject to this section shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), abandoned vehicles, portable storage devices, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

(b) The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

(c) Front, side, and rear yards, including landscaping, shall be maintained in accordance with the Town's Code of Ordinances.

(d) Yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation. Acceptable maintenance of yards and/or landscaping shall not include weeds, gravel, broken concrete, asphalt or similar material.



(e) Maintenance shall include, but not be limited to, watering, irrigation, cutting, and mowing of required ground cover and/or landscape and removal of all trimmings.

(f) Pools and spas shall be maintained so that the water remains free and clear of pollutants and debris. Pools and spas shall comply with all requirements of the Town Code of Ordinances and Florida Building Code, as amended from time to time.

(g) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of the Town Code and issuance of a citation or Notice of Violation/Notice of Hearing by a Town Code Enforcement Officer. Pursuant to a finding and determination by the Town's Special Magistrate, the Town may take the necessary action to ensure compliance with this section.

#### **Section 19-16.7. Security Requirements.**

(a) Properties subject to this section 19-16 shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows shall be secured by reglazing of the window.

(c) If the property is owned by a corporation and/or mortgagee that is unable or unwilling to perform maintenance and inspections itself, a Property management company shall be contracted to perform bi-weekly inspections to verify compliance with the requirements of this section, and any other applicable laws.

(d) The mortgagee shall inspect or have inspected the property on a bi-weekly basis to ensure that the property is in compliance with this section. Upon the request of Town, the mortgagee shall provide a copy of the inspection reports to the code enforcement division.

(e) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of the Town Code and issuance of a citation or Notice of Violation/Notice of Hearing by a Town Code Enforcement Officer. Pursuant to a finding and determination by the Town's Special Magistrate, the Town may take the necessary action to ensure compliance with this section.

#### **Section 19-16.8. Opposing, obstructing enforcement officer; penalty.**

Whoever opposes, obstructs or resists any enforcement officer or any person authorized by the enforcement office in the discharge of duties as provided in this section, upon conviction shall be punished by the imposition of a civil penalty in the amount of \$500.00.

**Section 19-16.9. Immunity of enforcement officer.**

Any enforcement officer or any person authorized by the enforcement officer shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon real property while in the discharge of duties imposed by this section.

**Section 19-16.10. Additional Authority.**

The town manager, or his or her designee, shall have authority to require the mortgagee and/or owner of record of any property affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all door, window or other openings, employment of an on-site security guard, or other measures as may be reasonably required to prevent a decline of the property.

**Section 19-16.11. Adoption of rules; expenditure of funds; declaration of Town purpose.**

The Town manager is authorized and empowered to adopt rules and regulations and expend Town funds as may be reasonably necessary and available to carry out the terms of this section, the expenditure of such funds being declared a proper Town purpose.

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

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

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

PASSED on first reading this 20<sup>th</sup> day of August, 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 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 9



## MEMORANDUM

To: Steve Alexander, Town Manager

From: Kathryn Lyon, Interim Planning Director

Date: September 9, 2008

Re: Town of Cutler Bay Growth Management Plan Remedial Amendment to the Coastal Management Element and Exhibit FLU-8

---

### **REQUEST:**

Adoption of a Remedial Amendment to the Coastal Management Element and Exhibit FLU-8 of the Town of Cutler Bay Growth Management Plan in compliance with State requirements for adoption of an updated map and definition of the coastal high hazard area within the Town's boundary. The Town Council approved this request on first reading and requested a scrivener's error on the map be corrected. The map was revised as requested.

### **BACKGROUND:**

The Town's Growth Management Plan was determined by the State to be fully in compliance with the exception of the Coastal High Hazard Area map (Exhibit FLU-8) and Coastal Management Policy CM-8E. Revisions have been made to the map and to Policy CM-8E to be consistent with the definition of the Coastal High Hazard Areas as defined in Section 163.3178(2)(h), Florida Statutes, which states: "The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model."

This remedial amendment is proposed to adopt the definition of Coastal High Hazard Area pursuant to state statutes as well as to adopt the updated Exhibit FLU-8 to be consistent with the adopted Coastal High Hazard Area map prepared by Miami-Dade County, Office of Emergency Management, 2007, titled "Areas Subject to Coastal Flooding", Figure 11.

### **RECOMMENDATION:**

It is recommended that the Town Council **approve** the adoption of the remedial amendment to the Growth Management Plan to amend Exhibit FLU-8 and Coastal Management Policy CM-8E.

**ORDINANCE NO. 08-\_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING REMEDIAL COMPREHENSIVE PLAN AMENDMENTS RELATING TO THE COASTAL HIGH HAZARD AREA IN ACCORDANCE WITH A COMPLIANCE AGREEMENT WITH THE DEPARTMENT OF COMMUNITY AFFAIRS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) recently adopted its first Comprehensive Plan, pursuant to Chapter 163, Florida Statutes; and

**WHEREAS**, the Department of Community Affairs (the “DCA”) found the plan to be in compliance with the exception of the Coastal High Hazard definition and related map; and

**WHEREAS**, the Town Council seeks to enter into a compliance agreement with the DCA and to adopt the remedial amendments to the Comprehensive Plan, which are attached as Exhibit “A,” in order for the Coastal High Hazard definition and related map to be found in compliance by the DCA; and

**WHEREAS**, the Town Council, sitting as the Local Planning Agency, has reviewed the proposed Ordinance and recommended approval; and

**WHEREAS**, the Town Council finds that these changes are in the best interest and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS<sup>1</sup>:**

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

**Section 2. Approval of Comprehensive Plan Amendments.** The Town Council hereby adopts the remedial comprehensive plan amendments, attached as exhibit “A” to this Ordinance.

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

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

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

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

PASSED on first reading this 20<sup>th</sup> day of August, 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 LEGALITY  
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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 10



**ORDINANCE NO. 08-\_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATED TO MALLS AND BUSINESSES WITH PARKING LOTS CONTAINING 25 OR MORE PARKING SPACES; PROVIDING FOR INSTALLATION OF SECURITY CAMERA SYSTEMS FOR PARKING LOT SURVEILLANCE; PROVIDING FOR A PROCEDURE FOR MALLS AND BUSINESSES TO KEEP RECORDINGS FOR 72 HOURS; PROVIDING FOR AN EXEMPTION FOR CONVENIENCE BUSINESSES ALREADY GOVERNED BY SIMILAR FLORIDA STATUTES; PROVIDING TECHNICAL SPECIFICATIONS FOR A SECURITY CAMERA SYSTEM; CREATING A GRACE PERIOD FOR COMPLIANCE FOR EXISTING MALLS AND BUSINESSES; AMENDING THE SCHEDULE OF VIOLATIONS AND CIVIL PENALTIES SECTION OF THE CODE TO INCLUDE PENALTIES FOR VIOLATION OF THESE SECTIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) deems it to be in the best interest of the health, safety, and welfare of its citizens, businesses, and visitors to provide safer environments for customers and employees in its community; and

**WHEREAS**, the Town Council of Cutler Bay finds that the parking lots of businesses and both enclosed malls and retail strip malls (the “Malls”) may expose people to the risk of abductions, robberies, and other similar criminal acts; and

**WHEREAS**, statistics compiled by the Cutler Bay Police Department demonstrate that insufficient mall security is a significant threat to the health, safety, and well-being of visitors to Miami-Dade County malls, and Town of Cutler Bay malls in particular, and

**WHEREAS**, the Cutler Bay police have determined, for example, that there were 136 documented, significant criminal incidents last year at the Southland Mall in Cutler Bay alone, nearly 32% higher than the other comparable Malls studied; and

**WHEREAS**, this risk was corroborated by a recent investigative report in the *South Florida Sun-Sentinel* that studied 13 malls in Miami-Dade, Broward, and Palm Beach Counties, including the fact that parking lots and garages are the most dangerous places at a mall, that in four of five cases surveillance cameras which could have prevented or helped solve the crime were non-existent, broken, or captured only flawed and useless images, and that in three of four cases a suspect is not arrested or even identified; and

**WHEREAS**, the Town Council of Cutler Bay, as corroborated by the Cutler Bay Police Department, finds that certain minimum security standards, including the installation of security cameras to monitor the parking lots of Malls and businesses, should both improve the solvability of crimes in those areas and deter and prevent future crimes; and

**WHEREAS**, the threat of liability for these incidents to mall and business owners is very significant and could undermine the economic health of the Town's business community . For example, in November of 2007, there was a \$104 million verdict against a North Miami strip mall for negligent security; and

**WHEREAS**, by installing these security cameras now, rather than after an incident takes place, owners of businesses and Malls may take affirmative steps to not only protect their loyal customers and employees but also help insulate themselves from liability; and

**WHEREAS**, the installation of security cameras would be a valuable tool for protecting customers and employees from harm and to help protect owners of Malls from liability.

**NOW, THEREFORE BE IT 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 true and correct and incorporated herein by this reference.

**Section 2. Cameras in Retail Strip Malls, Enclosed Malls, and Businesses.**

- (1) This section shall be known as the "Town of Cutler Bay Parking Lot Security Ordinance."
- (2) **Findings.** The Town Council finds that in the absence of security measures the parking lots of businesses, and enclosed malls and retail strip malls ("Malls"), may leave the Town's citizens, visitors and business employees vulnerable to abductions, robberies, and other similar criminal acts, despite the provision of law enforcement services. The Town Council of Cutler Bay, corroborated by the Town's Police Department (contracted through the Miami-Dade Police Department), finds that certain minimum security standards, including the installation of security cameras to monitor the parking lots of businesses, may improve both the solvability of crimes in those areas and, more importantly, deter future crime. The Town Council also finds that certain minimum-security requirements are beneficial to better protect the health, welfare, and safety of residents and visitors to the town.
- (3) **Intent.** It is the Council's intent to require businesses or Malls which have 25 or more parking spaces to install, use, and maintain security cameras to protect employees and the consumer public from robbery, burglary and other violent crimes. It is the Council's intent that security cameras required hereunder shall be adequate enough to significantly improve solvability of crimes committed in parking lots.

(4) Security measures for convenience businesses. Any convenience business, as defined by F.S. § 812.171 is hereby exempt from the requirements of this ordinance.

(5) Required security measures for Businesses and Malls.

(a) Every business and Mall that is open to the public and has 25 or more parking spaces shall install, operate, and maintain a video or security camera system in its parking lot for surveillance purposes that is capable of recording and retrieving a clear and identifiable image for each section of applicable parking areas to assist law enforcement personnel in offender identification and apprehension. The security system shall be capable of making such recording in any location within the parking facilities and the system shall be installed so that no part of the parking facility is obscured from surveillance and it produces a clear and identifiable image. The minimum technical specifications of the security camera system, which have been created with input from experts in this field, are contained within Attachment “A”. Businesses with secured parking facilities shall be exempt from the requirements of this subsection. For the purposes of this section, secured parking facilities means a parking facility operated by an entity, with 24-hour on-site security patrol or a completely fenced in parking lot with the premises controlled by a manned guard gate.

(b) This ordinance shall be limited in its application to those parking lots for Malls and businesses whose primary purpose is to serve retail, restaurant and service establishments, and these requirements shall not apply to parking areas that solely serve locations containing solely private office or residential complexes.

(6) Enforcement Grace Period.

(a) Businesses and Malls which exist on the effective date of this ordinance and are required by this ordinance to have a security camera system shall have a period of 120 days (the “Grace Period”) from the effective date of this ordinance to comply with the regulations set forth herein. Businesses and Malls which commence operations after the effective date of this Ordinance shall not have a Grace Period.

**Section 3. Schedule of violations and civil penalties amended.** That the Town Code of the Town of Cutler Bay is hereby amended by amending Ordinance 07-09, Section 10 “Schedule of civil penalties”, to read as follows: <sup>1</sup>

Sec. 10. Schedule of civil penalties.

TABLE INSET:

<i>Code Section</i>	<i>Description of Violation</i>	<i>Civil Penalty</i>
***	***	***

<sup>1</sup> / Proposed additions to text of Town Code are indicated by underline; proposed deletions from text of Town Code are indicated by ~~strike through~~.

<u>Ordinance</u>	<u>Violation of Parking Lot Security</u>	First violation \$125; Second Violation \$250; Third or subsequent violation \$500.
***	****	***

**Section 4. Conflicts.** All ordinances or Code provisions in conflict herewith are hereby repealed to the extent of such conflict.

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

**Section 6. Inclusion in the Code.** It is the intention of the Town Council 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 7. Effective Date.** That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 20<sup>th</sup> day of August, 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 LEGALITY  
FOR THE USE AND BENEFIT OF THE  
TOWN OF CUTLER BAY ONLY:

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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	_____

# Attachment A

## Technical Specifications for Security Camera Systems

### Digital Video Recordings

The DVR used for this purpose shall adhere to the following guidelines:

1. Have one dedicated channel for each camera in operation.
2. Shall record at least 640 X 480 recording resolution level.
3. Shall have the capacity to record at fifteen frames per second, per camera. For example, a system with 10 cameras would need to have a DVR capable of recording at least 150 frames per second.
4. Shall have enough memory to retain data from all cameras for a period of thirty days. One estimate has been provided that this would equal approximately 40 GB of hard drive memory per camera.
5. Possess the ability to view and retrieve data while the system remains in operation.
6. Possess the ability to time stamp and “watermark” the recorded images.
7. Possess the ability to produce a DVD-R copy of desired data for evidentiary purposes in a format playable via Windows Media Player or a standard DVD player.
8. Shall be placed in a locked and secured location to prevent destruction or tampering.

### Cameras

1. Operate with a minimum of 480 Total Vertical Lines (TVL) of resolution.
2. The camera shall have the ability to record color images during sufficient lighting and record in black and white during hours of low light.
3. Each camera shall be matched to each specific application taking into consideration:
  - a. Distance to target image.
  - b. “Lux rating” or compatibility with the amount of light available to include excessive amounts of sunlight.

- c. View angle of camera in relation to area of desired coverage.
- 4. Each camera shall have a clear and unobstructed view of the area of desired coverage.
- 5. Cameras shall be positioned to capture “Head and Shoulder” images of every parking space, as well a clear view of each vehicle’s license tag at the exits and entrances to the entire parking area, of each establishment that is governed by this ordinance.

**Digital Video Recorder Monitors**

- 1. Each system shall have a monitor that may be accessed by the Police Department for viewing of the recorded images.
- 2. The monitor shall be of a Liquid Crystal Display (LCD) design with a screen no smaller than fifteen diagonal inches.
- 3. **Power Supply**

Each system shall have a dedicated power source to prevent intentional or accidental deactivation.