

## TOWN OF CUTLER BAY

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

Interim Town Manager Steve Alexander  
Interim Town Attorney Richard Weiss  
Interim Town Clerk Elizabeth Sewell

In accordance with the American with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Interim Town Clerk at (305) 677-7015 for assistance no later than four days prior to the meeting.

### TOWN COUNCIL MEETING AGENDA

Thursday, April 6, 2006  
7:00 PM  
South Governmental Center  
10701 SW 211 Street, Room 203  
(305) 677-7015

**INVOCATION:** (Ernest N. Sochin)

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

**II. PROCLAMATIONS, AWARDS, PRESENTATIONS**

- A. Presentation by Jeff Schottenstein of Schottenstein Realty concerning Southland Mall
- B. Presentation by Chuck Barrentine on Hurricane/Disaster Preparedness
- C. Proclamation – Donna Mason

**III. APPROVAL OF MINUTES**

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

**IV. TOWN MANAGER'S REPORT**

- A. Finance Director Report

**V. TOWN ATTORNEY'S REPORT**

**VI. BOARD AND COMMITTEE REPORTS**

- A. Town Offices Committee

**VII. CONSENT AGENDA**

**VIII. RESOLUTIONS**

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE CORRADINO GROUP AS INTERIM TOWN PLANNING AND ZONING STAFF; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.
- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ESTABLISHING THE MEETING SCHEDULE OF THE TOWN COUNCIL; ESTABLISHING THE LOCATION; PROVIDING AN EFFECTIVE DATE.
- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE "INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING IN MIAMI-DADE COUNTY;" AND PROVIDING FOR EFFECTIVE DATE.
- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE INTERIM TOWN MANAGER TO APPOINT A LIAISON TO THE MIAMI-DADE COUNTY EMERGENCY OPERATIONS CENTER; PROVIDING AN EFFECTIVE DATE.
- E.. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PUBLIC HEALTH; REQUESTING THAT MIAMI-DADE COUNTY RELEASE FIVE MILLION DOLLARS FROM THE MIAMI-DADE COUNTY GENERAL OBLIGATION BOND PROGRAM TO COMMUNITY HEALTH OF SOUTH DADE, INC.; PROVIDING AN EFFECTIVE DATE.
- F. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA RELATING TO FINANCE; REQUESTING FUNDING FROM MIAMI-DADE

COUNTY IN THE AMOUNT OF \$600,000; PROVIDING AN EFFECTIVE DATE

- G. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, URGING THE FLORIDA LEGISLATURE TO AMEND THE FWUA LEGISLATION TO AMEND THE ARBITRARY WINDSTORM "LINE" OF EAST OF U.S. HIGHWAY 1 AND EAST OF I-95 SO AS TO FAIRLY DISTRIBUTE RISK THROUGHOUT THE STATE; AND SEEKING SUPPORT FROM ALL NEIGHBORING COMMUNITIES WITH THIS INITIATIVE; PROVIDING AN EFFECTIVE DATE.
- H. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; PROVIDING FOR A DETERMINATION OF IMPRACTICABILITY AS TO COMPETITIVE BIDDING; AUTHORIZING THE INTERIM TOWN MANAGER TO UTILIZE A TEMPORARY STAFFING AGENCY TO HIRE STAFF NECESSARY TO CONDUCT TOWN BUSINESS; PROVIDING AN EFFECTIVE DATE.

**IX. RESOLUTION REQUIRING PUBLIC HEARING**

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING FINAL PLAT APPROVAL FOR HOMESTAR AT CUTLER BAY PALMS LLC, GENERALLY LOCATED NORTH OF SW 212<sup>TH</sup> STREET, WEST OF SW 92<sup>ND</sup> AVENUE, SOUTH OF SW 208<sup>TH</sup> STREET, AND EAST OF 97<sup>TH</sup> AVENUE, AS LEGALLY DESCRIBED IN EXHIBIT "A;" CONSISTING OF 104 SINGLE FAMILY HOMES ON APPROXIMATELY 22 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING A COST RECOVERY ADMINISTRATIVE PROGRAM; PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

- B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IMPLEMENTING THE PROVISIONS OF SECTION 286.0115, FLORIDA STATUTES, TO ESTABLISH A PROCEDURE GOVERNING EX PARTE COMMUNICATIONS WITH LOCAL PUBLIC OFFICIALS CONCERNING QUASI-JUDICIAL MATTERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.
- C. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE OFFICIAL SEAL OF THE TOWN OF CUTLER BAY; DESIGNATING THE TEMPORARY OFFICIAL SEAL OF THE TOWN OF CUTLER BAY; PROVIDING FOR USE AND PENALTIES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

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

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING THE URBAN CENTER DISTRICT (UCD) FOR THE AREA GENERALLY LOCATED SOUTH OF THE INTERSECTION OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE (HEFT) AND U.S. 1, WEST OF THE HEFT TO THE TOWN LIMITS, AND NORTH OF THE C-1 CANAL (BLACK CREEK CANAL); PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

**XII. PUBLIC COMMENTS**

**XIII. MAYOR AND COUNCIL COMMENTS**

**XV. OTHER BUSINESS**

**XVI. NEXT MEETING ANNOUNCEMENT ON MAY 4, 2006 AND  
ADJOURNMENT**

TOWN OF CUTLER BAY  
MINUTES OF THE COUNCIL MEETING  
Thursday, March 16, 2006  
South Dade Governmental Center  
10701 SW 211 Street, Room 203  
Miami, FL

Meeting commenced at 7:00 PM

**INVOCATION:** Reverend Keith Johnson, Associate Pastor of Wayside Baptist Church, provided the invocation.

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

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

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

The following staff members were present:

Interim Town Manager Steven Alexander  
Interim Town Clerk Elizabeth Sewell  
Interim Town Attorney Mitchell Bierman  
Interim Town Attorney John Quick  
Interim Town Attorney Chad Friedman

Cub Scout Troop Pack 806 lead the pledge of allegiance

**II. PROCLAMATIONS, AWARDS, PRESENTATIONS**

A. Proclamation for Meighan Pier: Mayor Cosgrove and the Council presented Mrs. Pier with a proclamation thanking her for her service as Acting Town Clerk with a book signed by the Council Members. Council Member Bell presented Mrs. Pier with a bouquet of roses.

B. Proclamation for Charles Scurr: Mayor Cosgrove acknowledged Mr. Scurr's contribution of service to the Town of Cutler Bay as Acting Town Manager.

Mr. Scurr was in Tallahassee and could not be present; therefore, Mrs. Pier accepted the Proclamation and a book signed by the Council Members on his behalf.

Mrs. Pier thanked the Mayor, Council and public for the honor of allowing her to serve Cutler Bay.

- C. Presentation by Dr. Ed Feller, Council Member of the Village of Palmetto Bay, regarding a Windstorm Resolution.

Dr. Feller provided a brief history concerning the Windstorm legislation. He advised that several municipalities in Miami-Dade County had adopted this resolution.

Mayor Cosgrove asked the Town Manager and Town Attorneys to draft the Resolution to amend the line for Windstorm insurance requirement for consideration at the next Council meeting.

- D. Presentation by Mr. Ramon Ferrer, Manager External Affairs of Florida Power & Light concerning services available to the residents of Cutler Bay.

Mr. Ferrer provided a brief report regarding Florida Power and Light's comprehensive assessment of the damage to the electrical systems after Hurricane Wilma. He reported that Florida Power and Light has a five point plan initiative that they are in the process of implementing that will better prepare and strengthen the electrical system in anticipation of future storms.

### **III. APPROVAL OF MINUTES**

Minutes of the March 2, 2006 Council Meeting: Vice Mayor Vrooman moved to approve. Seconded by Council Member Sochin. All voted in favor. The Minutes were approved unanimously.

### **IV. TOWN MANAGER'S REPORT**

Mr. Alexander reported that he had been in contact today with the Tallahassee Lobbyist and was informed that there are opportunities for the Town to receive Hurricane/Preparedness Disaster Response funds. He concluded with an update on office facilities.

### **V. TOWN ATTORNEY'S REPORT**

Attorney Bierman provided a report concerning items to be heard by Council this evening. He advised that there was a Substitution Resolution item "VIII. I." He stated that his office has also prepared a comparison of zoning notices and advertisement requirements, as directed by Council.

Attorney Friedman provided a brief explanation of the comparison chart.

Mayor Cosgrove asked the Council to study the chart and asked counsel to prepare the appropriate resolution for consideration at the May Council meeting.

## **VI. BOARD AND COMMITTEE REPORTS**

Mayor Cosgrove asked Mr. William "Chuck" Barentine to provide a report concerning hurricane preparedness for the residents of Cutler Bay.

Mr. Barentine advised that a hurricane preparedness plan should include the following components: education of residents, windstorm preparedness, mitigation process, minimally two gas stations operational immediately after the storm, debris clean up, and an emergency response team. He advised that the citizens involved in the emergency response team will be trained to handle emergencies such as fires, search and response and flooding.

Mayor Cosgrove advised that the Town should pre-contract for materials in order to receive the items in a timely manner after the disaster. He thanked Mr. Barentine for the information.

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

## **VIII. RESOLUTIONS**

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPOINTING MEMBERS TO THE TOWN OF CUTLER BAY MEMBER-CITIZEN COMMITTEES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Cosgrove advised that the Member-Citizens Committees will not convene until appropriate facilities and staffing can be provided. He noted that the Town Attorney would provide a briefing to the Committees regarding the Sunshine Laws.

Vice Mayor Vrooman changed his appointment on the Town Attorney and Government Relations Consultant Committee from Mr. William C. "Chuck" Barentine to Mr. David Biegen.

Vice Mayor Vrooman moved to amend the proposed Resolution and approve as amended. Seconded by Council Member Bell. All voted in favor. Resolution No. 06-21 was adopted with amendment unanimously (5-0).

- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING FINAL PLAT APPROVAL FOR THE B.U. MOTORS AUTOMOBILE DEALERSHIP CONSISTING OF APPROXIMATELY 10.27 ACRES GENERALLY LOCATED NORTH OF SW 211<sup>TH</sup> STREET, WEST OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE (HEFT), SOUTH OF CARIBBEAN BOULEVARD, AND

EAST OF U.S. 1, AS LEGALLY DESCRIBED IN EXHIBIT "A;" AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Friedman provided a brief description of the B.U. Motors Plat. He explained that plat is a map of the property and State Law requires that the local government approve same before it is recorded by the County. In order for the property owners to build, plat approval is required in order to proceed with the development of the project.

Vice Mayor Vrooman advised that this application was compatible with the land uses in the Charrette.

Attorney David Sacks, representing Bill Ussery Motors, thanked the Town Manager and Town Attorney for their assistance with the Final Plat approval process.

Council Member Bell moved to approve. Seconded by Council Member Sochin. All voted in favor. Resolution No. 06-22 was adopted unanimously (5-0).

- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING PAYMENT OF THE INVOICE FOR LEGAL SERVICES RENDERED BY MR. EDWARD P. LUDOVICI, ESQ. AS LEGAL COUNSEL TO THE CHARTER COMMISSION AND TOWN COUNCIL; PROVIDING AN EFFECTIVE DATE.

Mayor Cosgrove thanked Attorney Ludovici for his legal services in the development of the Charter and the preparation of the Agenda for the inaugural Council meeting. He presented Mr. Ludovici with a book as a token of appreciation for his services.

Vice Mayor Vrooman moved to approve. Seconded by Council Member Sochin. All voted in favor. Resolution No. 06-23 was adopted unanimously (5-0).

- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO HIRE AN INTERIM, PART-TIME EXECUTIVE ASSISTANT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Alexander provided Ana Cecilia Velasco's qualifications for the position, including extensive experience with the development of municipal government, specifically in the City of Doral.

Council Member Meerbott moved to approve. Seconded by Council Member Sochin. All voted in favor. Resolution No. 06-24 was adopted unanimously (5-0).



- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING ELIZABETH SEWELL AS INTERIM TOWN CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Bell provided a report concerning the search process for the Interim Clerk position. She provided a brief description of Elizabeth Sewell's past experience as the City Clerk of Florida City.

Vice Mayor Vrooman moved to approve. Seconded by Council Member Sochin. All voted in favor. Resolution No. 06-25 was adopted unanimously (5-0).

- F. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO OFFICE SPACE; AUTHORIZING THE ACTING TOWN MANAGER TO ENTER INTO A LEASE AGREEMENT FOR APPROXIMATELY 5,000 SQUARE FEET OF OFFICE SPACE; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND AUTHORIZING TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Alexander provided a report concerning the interim office space search. He advised that the search was narrowed to two locations. He provided a brief summary of the differences in each location. He reported that essentially the cost per square foot was the deciding factor. The cost per square foot at the Town Center is \$30.55, not inclusive of build out, and at the South Dade Office Towers the cost per square foot is \$17.50, including build out, waiver of the first month rent and nine reserved parking spaces.

Council Member Sochin added that he is supportive of the location. He expressed that he would prefer to negotiate a one year lease; however, he noted that it is difficult to do so with commercial leasing.

Mayor Cosgrove concurred, adding that he was surprised that the South Dade Office Towers was willing to agree to a two year lease agreement, particularly since they will be significant build out.

Council Member Bell moved to approve. Seconded by Vice Mayor Vrooman. All voted in favor. Resolution No. 06-26 was adopted unanimously (5-0).

- G. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND AUTHORIZING THE ACTING TOWN MANAGER TO PROCURE PHONE SYSTEM INSTALLATION, SERVICE, AND EQUIPMENT BY LEASE OR PURCHASE AT A REASONABLE COST TO BE DETERMINED BY THE MANAGER; PROVIDING AN EFFECTIVE DATE.

Mayor Cosgrove provided a brief explanation of the proposed resolution. He asked Mr. Alexander to solicit local businesses for comparable bids.

Vice Mayor Vrooman moved to approve. Seconded by Council Member Meerbott. All voted in favor. Resolution No. 06-27 was adopted unanimously (5-0).

- H. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND AUTHORIZING THE ACTING TOWN MANAGER TO REIMBURSE THE VILLAGE OF PALMETTO BAY FOR CERTAIN PURCHASES OF COMPUTER EQUIPMENT IT PURCHASED FOR THE TOWN OF CUTLER BAY; PROVIDING AN EFFECTIVE DATE.

Following brief discussion, Council Member Sochin moved to approve. Seconded by Council Member Bell. All voted in favor. Resolution No. 06-28 was adopted unanimously (5-0).

- I. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; PROVIDING FOR A DETERMINATION OF IMPRACTICABILITY AS TO COMPETITIVE BIDDING AND AUTHORIZING THE INTERIM TOWN MANAGER TO LEASE OR PURCHASE OFFICE FURNITURE, SUPPLIES, AND EQUIPMENT NOT TO EXCEED \$2000 PER VENDOR AND TO ESTABLISH A POLICY FOR REIMBURSEMENT OF TRAVEL, CONFERENCE AND CELLULAR TELEPHONE SERVICE EXPENSES FOR TOWN OFFICIALS; PROVIDING AN EFFECTIVE DATE.

Mayor Cosgrove provided a brief report.

Vice Mayor Vrooman moved to approve. Seconded by Council Member Sochin. All voted in favor. Resolution No. 06-29 was adopted unanimously (5-0).

- J. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO DESIGN OF A TOWN LOGO; AUTHORIZING THE ACTING TOWN MANAGER TO CREATE AND ADVERTISE A DESIGN CONTEST FOR A TOWN LOGO; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND AUTHORIZING TRANSMITTAL; AND PROVIDING AN EFFECTIVE DATE.

Mayor Cosgrove advised that this would give the Town Manager the authority to implement a Logo Design Contest. He explained that this contest would involve the community in the design of the Town's Logo.

Council Member Bell advised that the Village of Palmetto Bay had a Logo Design Contest that focused on involving mainly the school children and it was very successful.

Council Member Bell moved to approve. Seconded by Council Member Meerbott. All voted in favor. Resolution No. 06-30 was adopted unanimously (5-0).

- K. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; PROVIDING FOR A DETERMINATION OF IMPRACTIBILITY, PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING REQUIREMENTS; AUTHORIZING THE ACTING TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH A FINANCIAL SERVICES CONSULTANT AS TO COMPETITIVE BIDDING AND AUTHORIZING TRANSMITTAL; PROVIDING AN EFFECTIVE DATE.

Mr. Alexander provided an explanation of the item and Mr. White's qualifications.

Council Member Sochin asked if other individuals had been considered to provide this service.

The Town Manager answered that he had received other proposals; however, he was confident of Mr. White's abilities due to his previous experience.

Following brief discussion, Mr. White addressed the Council and provided an explanation of his services.

Council Member Meerbott moved to approve. Seconded by Council Member Sochin. All voted in favor. Resolution No. 06-31 was adopted unanimously (5-0).

- L. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE CORRADINO GROUP AS INTERIM TOWN PLANNING AND ZONING STAFF; PROVIDING FOR A DETERMINATION OF IMPRACTIBILITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Cosgrove provided an explanation of the item. He noted that selection of a consultant was necessary, as Miami-Dade County has halted the permitting process since Cutler Bay became incorporated. He advised that this Agreement is for a temporary period of time until the Town has the opportunity to draft a Request for Qualifications. He further explained that there is a thirty (30) day cancellation clause on this contract.

Vice Mayor Vrooman moved to adopt. Seconded by Council Member Meerbott. A roll call vote was taken as follows: Mayor John F. Cosgrove: Yes; Vice Mayor Vrooman: Yes; Council Member Meerbott: Yes; Council Member Sochin: Yes; Council Member Bell: Yes. The proposed Ordinance passed on first reading.

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

**XII. PUBLIC COMMENTS**

The following individuals addressed the Council: Louise Lockwood, 9071 Ridgeland Drive; Alfonsina Sergio, 9261 Caribbean Boulevard; Joy Cooper, 9365 Nassau Drive; Jim Shiver, President of Concern Citizens of Cutler Bay; Freddie Ambrose, 20101 Coral C Road; Aimee Artiles, 8392 SW 165 Terrace; and Ernesto Martinez, 7762 SW 84<sup>th</sup> Lane.

**XIII. MAYOR AND COUNCIL COMMENTS**

- A. Council Member Meerbott provided information concerning the next meeting of the Cutler Bay Business Association scheduled for April 13, 2006.
- B. Council Member Sochin advised that he would like to begin the planning of a celebration picnic for the Town. He asked Council Member Bell to form a committee to coordinate this effort.
- C. Council Member Bell reported that she had attended the Parks Summit, which was very informative. She also attended the Village of Palmetto Bay 4<sup>th</sup> Annual Picnic and gathered ideas which would be useful in such an event for the Town. She stated that she is concerned about the enforcement of the County's Sexual Predator's Ordinance in Cutler Bay and would like information concerning how such an Ordinance would be enforced when Cutler Bay adopts its own.
- D. Mayor Cosgrove noted that a seminar shall be held in Deerfield Beach on June 2<sup>nd</sup> through June 4<sup>th</sup> by the Florida League of Cities for newly elected officials. He provided information to each Council member.

Mayor Cosgrove reported that he had asked Mr. Alexander to coordinate a workshop for the Council to discuss the Council's Vision, goals, objectives, roles and responsibilities, and how the Council will achieve the promises made to the community.

Mayor Cosgrove advised that he and several members of the Council had received some police issue complaints. He explained that the Town does not have control over its police services as of yet; however, Acting

Commander Richard Pichardo has been assigned to Cutler Bay and has been very responsive.

**XIV. OTHER BUSINESS:** None at this time

**XV. NEXT MEETING ANNOUNCEMENT AND ADJOURNMENT**

Mayor Cosgrove asked Council Member Sochin to arrange for the invocation and pledge of allegiance for the next Council Meeting. He also asked that Mr. Schottenstein of Southland Mall be invited to the next Council Meeting to provide a presentation concerning the Mall.

He announced that the next Council Meeting will be held on April 6, 2006 at 7:00 pm at the South Dade Governmental Center.

The Meeting was officially adjourned at 10:30 pm.

*Prepared and submitted by:*

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*Elizabeth A. Sewell, CMC  
Interim Town Clerk*

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

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*John F. Cosgrove, 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.

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

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE CORRADINO GROUP AS INTERIM TOWN PLANNING AND ZONING STAFF; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council finds that it is both necessary and appropriate to retain an Interim Planning and Zoning staff; and

**WHEREAS**, in accordance with Section 3.10 of the Town Charter, Town Manager has made a written recommendation to the Town Council and the Town Council has determined that it is impracticable to competitively bid these items because of the immediate need to procure said items; and

**WHEREAS**, the Town Council finds that it is impracticable to solicit competitive bids or proposals for such services because of the necessity to immediately obtain the services of a Planning and Zoning Staff; and

**WHEREAS**, the Town Council has selected The Corradino Group to serve as Town Interim Planning and Zoning staff.

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

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

**Section 2.** The Corradino Group is approved as Interim Town Planning and Zoning staff and the Town Manager is authorized to execute an engagement agreement in substantially the form attached as Exhibit "A", on behalf of the Town, and the competitive bidding requirements of Section 3.10 of the Town Charter are hereby waived to the extent they would require a competitive process for the selection of an Interim Town Planning and Zoning staff.

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

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

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

ATTEST:

\_\_\_\_\_  
ELIZABETH SEWELL, CMC  
Interim Town Clerk

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

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

FINAL VOTE AT ADOPTION:

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

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

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

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

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

F:\1200\1295001\resolutions\Approving Interim Planning and Zoning doc

*Town of  
Cutler Bay*

March 13, 2006

To: Mayor and Council

From: Steven Alexander  
Acting Town Manager

**RE: Planning and Zoning Office**

The Town has received several requests for plan review in order to enable the property owner to proceed with their various projects. This resolution will grant the Acting Manager the authority to hire a firm to act as a planning office for us without any further significant delay to our landowners.

The Town Charter anticipates the need for this immediate action and provides mechanisms for it under Section 8.8 - Transitional Ordinances and Resolutions and Section 3.10 - Competitive Bid Requirements.

**RECOMMENDATION**

It is neither practical nor advantageous for the Town to use formal competitive bidding procedures for the acquisition of essential interim personnel and services needed immediately and that, subject to the provisions of the Town Charter cited above, that formal competitive bidding be waived for the following interim services and that the selection of the services be based on the recommendation of the relevant Council member upon 4/5 vote of the Town Council:

Funds for these activities will be available from the \$300,000 advance from Miami-Dade County.

My recommendation is that formal competitive bidding be waived, and that the Acting Town Manager hire The Corradino Group to act as our Interim Planning and Zoning staff.



**TOWN OF CUTLER BAY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of March, 2006, by and between the TOWN OF CUTLER BAY (the "TOWN") and THE CORRADINO GROUP, a Florida Limited Liability Company (the "CONSULTANT").

**RECITALS:**

WHEREAS the TOWN desires to engage the CONSULTANT to perform certain professional planning and zoning services which are within CONSULTANT's expertise, as specifically described in the Scope of Services provided in Exhibit "A" to this Agreement (the "Specified Services"), and

WHEREAS the CONSULTANT is willing and able to provide such Specified Services.

**In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:**

1. **SCOPE OF SERVICES**

A. The CONSULTANT agrees to perform the Specified Services upon written request from the Town Manager.

B. CONSULTANT shall expend all necessary efforts to competently and professionally complete all tasks in accordance with a schedule to be approved by the Town Manager.

C. CONSULTANT shall perform additional services beyond the Specified Services, which are within its expertise if requested by the Town Manager.

2. **FEES FOR SERVICES**

A. As full compensation for satisfactory performance of the Specified Services, the CONSULTANT agrees to charge and shall be paid by the Town in accordance with the fee schedule set forth in Exhibit "A." Fees shall be paid in arrears each month, pursuant to monthly

invoice, based upon the hourly work completed for each task invoiced. Invoices shall be promptly processed for payment.

B. TOWN shall reimburse CONSULTANT for its direct and reasonable expenses for document production and reproduction, postage, long distance telephone charges, photographic services, and other cost items which are first approved by the Town Manager.

3. **TERM**

This Agreement shall commence upon execution hereof until terminated pursuant to paragraph 8.

4. **RECORDS**

All original reports, sketches, tracings, drawings, computations, details, guidelines, reports, calculations, work papers and other documents and plans that result from the CONSULTANT providing Specified Services or any additional services hereunder shall immediately become the personal and intellectual property of the TOWN and the CONSULTANT shall not make any claim to any intellectual property or other rights thereto. Upon termination of this Agreement or upon request of the TOWN during the term of this Agreement, any and all such documents shall be delivered to the TOWN by the CONSULTANT. All work products shall be provided to TOWN in paper and digital form.

5. **INSURANCE**

A. The CONSULTANT shall at all times carry comprehensive general liability and contractual liability insurance, workers' compensation insurance (if applicable), and automotive liability insurance, with minimum policy limits for each coverage in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage (if applicable) shall be as provided by Chapter 440, Fla. Stat. The TOWN shall be named as an additional insured on all of the above insurance policies, to the extent permitted by law. Each

insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the TOWN 30 days prior to the effective date of cancellation or reduction of coverage.

B. CONSULTANT shall indemnify and hold harmless the TOWN, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that neither the CONSULTANT nor persons employed or utilized by the CONSULTANT will be liable under this paragraph for liabilities, damages, losses, or costs resulting from negligent acts, errors, or omissions by the TOWN or any of their officers, agents, or employees during the performance of this Agreement.

6. **ASSIGNMENT**

This Agreement shall not be assignable by the CONSULTANT. CONSULTANT is authorized to utilize its subconsultants, as identified in Exhibit "B".

7. **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8. **TERMINATION**

This Agreement may be terminated by the TOWN upon thirty (30) days advance written notice with or without cause and by the CONSULTANT upon sixty (60) days advance written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in

accordance with the provisions of paragraph 2 for all acceptable work performed up to the date of termination.

9. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the TOWN from engaging other firms to perform the same or similar services for the benefit of the TOWN within the TOWN's sole and absolute discretion.

10. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Town Manager shall act for TOWN hereunder.

11. **WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services for Town as an independent contractor of the Town.

12. **NOTICES**

All notices and communications to the TOWN or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

TOWN:	Steven Alexander Interim Town Manager Town of Cutler Bay 18320 S.W. 97 Avenue Cutler Bay, Florida 33157
-------	---

With a copy to: Interim Town Attorney  
c/o Weiss Serota Helfman Pastoriza Cole & Boniske,  
P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133

CONSULTANT: The Corradino Group  
4055 N.W. 97th Avenue  
Doral, Florida 33178

13. **GOVERNING LAW; LITIGATION**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida. The parties voluntarily waive the right to any trial by jury in any litigation hereunder.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

THE CORRADINO GROUP  
4055 N.W. 97th Avenue  
Doral, Florida 33178

By: \_\_\_\_\_

Title: \_\_\_\_\_

TOWN:

TOWN OF CUTLER BAY  
18320 S.W. 97 Avenue  
Cutler Bay, Florida 33157

By: \_\_\_\_\_

Steven Alexander  
Interim Town Manager

Attest: \_\_\_\_\_

Interim Town Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Interim Town Attorney

Approved pursuant to Council Resolution No \_\_\_\_\_

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

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ESTABLISHING THE MEETING SCHEDULE OF THE TOWN COUNCIL; ESTABLISHING THE LOCATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4.1(a) of the Town of Cutler Bay (the "Town") Charter authorizes the Town Council to establish meeting times and places; and

WHEREAS, the Town Council desires to establish and set forth a new schedule for Town Council meetings to supersede the resolution adopted February 16, 2006 setting the initial meeting schedule.

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. Meeting Schedule.** The meetings of the Town Council shall be held at 7:00 p.m. on the second and fourth Thursday of each month from June through December of 2006. However, because the fourth Thursday in November falls on Thanksgiving day, the second meeting in November shall be held on November 30, 2006. On or before the last meeting in December the Town Council shall, by motion or resolution, set a meeting schedule for meetings after December of 2006. Unless otherwise stated, meetings shall be held at the South Dade Government Center in Cutler Bay, Florida. This Resolution supersedes and amends Resolution 06-\_\_ adopted on February 16, 2006 to the extent that it conflicts therewith.

**Section 3. Advertisement of Meetings.** The Town Clerk shall cause the Town Council Meetings to be advertised in accordance with the above schedule and as provided for in law.

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

PASSED and ENACTED this \_\_\_\_ day of April, 2006.

\_\_\_\_\_  
JOHN F. COSGROVE  
Mayor

Attest: \_\_\_\_\_  
ELIZABETH SEWELL  
Interim Town Clerk

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

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

FINAL VOTE AT ADOPTION:

Mayor John F. Cosgrove \_\_\_\_\_  
Vice Mayor Paul Vrooman \_\_\_\_\_  
Council Member Timothy J. Meerbott \_\_\_\_\_  
Council Member Ernest Sochin \_\_\_\_\_  
Council Member Peggy Bell \_\_\_\_\_

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

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE “INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING IN MIAMI-DADE COUNTY;” AND PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”), Miami-Dade County, and the Miami-Dade County School Board recognize their mutual obligation and responsibility for the education, nurturing, and general well-being of the children within the Town; and

**WHEREAS**, Section 163.3177(6)(h)2, Florida Statutes, requires each county, all the non-exempt municipalities within that county, and the district school board to establish, by interlocal or other formal agreement executed by all affected entities, joint processes for comprehensive land use and school facilities planning programs; and

**WHEREAS**, the “Interlocal Agreement for Public School Facility Planning in Miami-Dade County,” attached hereto as Exhibit “A,” is in place and, as a new municipality, the Town has been invited to become a party to the Agreement; and

**WHEREAS**, the Town Council finds that coordination of school facility planning and comprehensive land use planning is in the best interests of the citizens 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. Interlocal Agreement.** The “Interlocal Agreement for Public School Facility Planning in Miami-Dade County,” in substantially the form attached hereto as Exhibit “A,” is hereby approved.

**Section 3. Town Manager Authorized.** The Town Manager is authorized to take all action necessary to enter into the “Interlocal Agreement for Public School Facility Planning in Miami-Dade County,” in substantially the form attached hereto as Exhibit “A,” for the Town.

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



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

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

ATTEST:

\_\_\_\_\_  
Elizabeth Sewell, CMC  
TOWN CLERK

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

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

FINAL VOTE AT ADOPTION:

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

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

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

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

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

**INTERLOCAL AGREEMENT  
FOR  
PUBLIC SCHOOL FACILITY PLANNING  
IN MIAMI-DADE COUNTY**

This agreement is entered into between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County"), the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, Village of Indian Creek, Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami (hereinafter collectively referred to as "Cities"), and The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "School Board").

**RECITALS**

WHEREAS, the County, Cities and the School Board recognize their mutual obligation and responsibility for the education, nurturing and general well-being of the children within their respective communities; and,

WHEREAS, the County, Cities, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the school board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools, and (7) improving the quality of education in existing, renovated and proposed schools; and,

WHEREAS, Section 1013.33, Florida Statutes, requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and,

WHEREAS, Sections 163.3177(6)(h) 1 and 2, Florida Statutes, require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision-making on population projections and public school siting; and,

WHEREAS, Sections 163.31777 and 1013.33, Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and,

WHEREAS, By entering into this agreement the School Board, County, and the Cities are fulfilling their statutory obligations and requirements recognizing the benefits that will accrue to their citizens and students described above;

### **AGREEMENT**

NOW THEREFORE, be it mutually agreed between the School Board, the County and the Cities that the following procedures will be followed in coordinating land use and public school facilities planning:

#### **Section 1. Joint Meetings**

1.1 A staff working group comprised of the County Mayor/Manager and/or designee, School Board Superintendent and/or designee, and City Mayor/Manager and/or their designees will meet at least on a semi-annual basis to discuss issues and formulate recommendations regarding public education in the School District, and coordination of land use and school facilities planning, including such issues as population and student projections, development trends, a work program for five, ten and twenty year intervals and its relationship to the local government comprehensive plans, particularly as it relates to identification of potential school sites in the comprehensive plan's future land use map series, school needs (school capacity and school funding), collocation and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the Regional Planning Council, the Latin Builders Association and the Builders Association of South Florida will also be invited to attend and participate. The initial meeting of the working group shall be held within 60 days of the date of execution of the interlocal agreement, upon at least 30 days written advance notice, and shall be coordinated by the School Board Superintendent, or designee.

1.2 The School Board Superintendent and/or designee shall coordinate an annual joint workshop session and invite one or more

representatives of the County Commission or their designee, the governing body of each City or their designees, and the School Board or their designee (s). A representative of the Regional Planning Council will also be invited to attend. The School Board shall provide the meeting invitations with at least 30 days advance written notice of such meeting to the person designated as a contact in this Agreement. The joint workshop sessions provide opportunities for the County Commission, the City Commissions or Councils, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding public education, and coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, school capacity, school funding, options to reduce the need for additional permanent student stations, and joint use opportunities.

## Section 2. Student Enrollment and Population Projections

2.1 In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five-year population projections shall be updated at least once every two years by the County. The School Board may enter into a separate agreement with the County for the preparation of student enrollment projections. Updated County and School District data shall be provided at least once every two years for review at the staff working group meeting described at subsection 1.1.

2.2 The School Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, as modified by the School Board based on development data and agreement with the local governments and the Office of Educational Facilities and SMART Schools Clearinghouse. The School Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request, the School Board will coordinate with the Cities and County regarding development trends and future population projections.

2.3 The School Board, working with the County and Cities via the staff working group, will use the information described in subsection 3.4 and any other relevant information provided as part of the requirements of this Interlocal Agreement, to allocate projected student enrollment by Minor Statistical Areas. The allocation of projected student enrollment will be determined at the first staff meeting described in subsection 1.1.

### Section 3. Coordinating and Sharing of Information

3.1 Tentative District Educational Facilities Plan: By June 30<sup>th</sup> of each year, the School Board shall submit to the County and each City the tentative district educational facilities plan prior to adoption by the Board. The plan will be consistent with the requirements of Section 1013.35, Florida Statutes, and include projected student populations geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5-, 10-, and 20-year time periods, and options to reduce the need for additional permanent student stations. The plan will also include a financially feasible district facilities work program for a 5-year period. The Cities and County shall review and evaluate the plan and comment to the School Board within 60 days on the consistency of the plan with the local comprehensive plan, including its compatibility with the comprehensive plan's future land use map series, and whether a comprehensive plan amendment will be necessary for any proposed educational facility.

3.2 Educational Plant Survey: The School Board will remain responsible for reporting and submission of updates. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, Florida Statutes, and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with existing land use plans. The staff working group, in accordance with the procedure outlined in Section 3.5, will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, closures of educational facilities, and the consistency of such plans with the local government comprehensive plans and relevant issues including, but not limited to, those listed in subsections 4.3, 7.6, 7.7 and 8.1 of this agreement.

3.3 The County and the School Board shall annually review the Educational Facilities Impact Fee Ordinance, its formula, and the Educational Facilities Impact Fee Methodology and Technical Report, and if appropriate, make recommendations for revisions to the Board of County Commissioners. Among the goals of this annual review will be the adjustment of impact fee structure to ensure the full eligible capital costs, as allowed by the governing ordinances, associated with development of public school capacity is included. In reviewing the Educational Facilities Impact Fee Ordinance (EFIFO) the County and School Board shall employ their best efforts to evaluate a more equitable distribution of impact fee assessments, including redistricting to create east/west alignments of benefit districts throughout the County. Such benefit districts should combine urban infill and emerging development areas within the County.

3.4 Growth and Development Trends: By January 31<sup>st</sup> of each year, local governments will provide the School Board with a report on growth and

development trends within their jurisdiction, based on the previous calendar year. This report will be in tabular, graphic, and/or textual formats and will include the following:

- (a) The type, number, and location of residential units, which have received zoning approval or site plan approval;
- (b) Information regarding adopted future land use map amendments, which may have an impact on school facilities;
- (c) The County shall report to the School Board the school impact fees collected annually on building permit applications, said report shall include the amount of the fee collected and location of the proposed residential development. The School Board shall report to the County to each City how the impact fee revenue and all other school contributions have been spent within the Benefit District in which it was collected. All data shall include source information for verification and be provided in a format consistent with other capital expenditures;
- (d) Information, if available, regarding the conversion or redevelopment of non-residential structures into residential units that are likely to generate new students, and conversely information on the number of residential units converted to non-residential uses; and
- (e) The identification of any development orders issued that contains a requirement for the provision of a public school site as a condition of development approval.

3.5 The staff working group shall provide recommendations on the planning of new facilities, additions or renovations for consideration by School Board staff and the SSPCC in formulating the tentative district educational facilities plan. Likewise, the staff working group shall also provide input and comments, recommendations on the update of the Five-Year Educational Plant Survey and any revisions thereto.

#### Section 4. School Site Selection, Significant Renovations, and Potential School Closures

4.1 The School Board as soon as possible after the Interlocal Agreement is effective as to any party shall amend its rule 6Gx13-2C-1.083, Section II.D. Membership, to expand the membership of its standing School Site Planning and Construction Committee (SSPCC) by four voting members as follows: "a floating member" designated by the City Manager of the most impacted municipality to which the agenda item relates whenever an agenda item concerns any incorporated area of Miami-Dade County, or if

it concerns an unincorporated area, this "floating member" shall be from the geographically nearest municipality most impacted by the agenda item; a representative selected by the Miami-Dade County League of Cities; a Miami-Dade County representative selected by the County Manager or designee;" and "a member of the residential construction industry." For purposes of this Section, a floating member from the most impacted local government shall be defined as the local government jurisdiction in which the proposed project is located. In the event that this rule change is not accomplished as required herein, the School Board shall approach the Cities and County and negotiate an amendment to this Agreement with a mutually acceptable alternative means of coordination on all issues herein allocated to the SSPCC. The SSPCC shall review potential sites for new schools and proposals for significant renovation, the location of relocatables or additions to existing buildings, and potential closure of existing schools, and make recommendations on these and all other issues within its purview under the Rule for consideration by School Board staff. The SSPCC shall also:

(a) Host a planning forum on an annual basis or more often as may be needed. For purposes of this forum, the SSPCC shall invite a representative from each of the impacted units of government to participate in the proceedings and to provide input and comments, for consideration by the SSPCC in its deliberations. The forum will review the School Board's acquisition schedule and all other relevant issues addressed in this Agreement and required by statute, and will include appropriate staff members of the School Board, at least one staff member of the County and a representative from each of the affected Cities. Based on information gathered during the review, the SSPCC will submit recommendations to the Superintendent or designee for the upcoming year.

(b) Invite a staff representative from each unit of local government affected by an agenda item at any SSPCC meeting throughout the year to attend that meeting. It shall provide a full opportunity for such local government representatives to provide comments, and shall consider those comments in its deliberations. Based on information gathered during the review, the SSPCC will submit recommendations to the Superintendent or designee on these items.

For purposes of this Sub Section, an affected local government shall be defined as follows:

- a. Any jurisdiction within fifteen hundred feet of the property or improvement; and
- b. Any jurisdiction whose utilities are utilized by the School Board property or improvement.

The School Board Superintendent and/or designee shall provide the invitations referenced in this Section 4.1, with at least 30 days advance written notice of such meeting to the person designated as a contact in this Agreement. The Superintendent or designee shall forward the SSPCC recommendations referenced in this Agreement to the School Board so that they may be considered by the Board at the time that it deals with the issues to which the recommendations relate.

4.2 When the need for a new school is identified and funded in the district educational facilities plan, the SSPCC will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified and funded in the district educational facilities plan for significant renovation, the location of relocatables, or additions to existing buildings and potential closure and opportunities for collocation will be submitted to the local government with jurisdiction over the use of the land for an informal assessment regarding consistency with the local government comprehensive plan.

4.3 The evaluation of new school sites or significant expansion of student stations at existing schools shall be in accordance with School Board Rule 6Gx13-2C-1.083, as may be amended from time to time and attached hereto as Exhibit "A". Any proposed amendments to this rule, which may impact upon the terms of this Interlocal Agreement, shall be submitted to the affected local units of government prior to submission to the SSPCC and to the School Board.

4.4 Pursuant to Section 1013.33 (11), Florida Statutes, at least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within 45 days if the proposed new school site is consistent with the land use categories as depicted in the future land use map series, as well as the policies of the local government's comprehensive plan. If the site is not consistent, it shall not be used as a school site until and unless otherwise approved by the local government. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33 (12), Florida Statutes.

## Section 5. Supporting Infrastructure

5.1 In conjunction with the preliminary consistency determination described at subsection 4.4 of this agreement, the School Board and affected local governments will jointly determine the need for, and timing of, on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school. Significant renovation shall include construction improvements that result in a greater than five (5) percent increase in student capacity, the location



of portables, or additions to existing buildings. The School Board and affected local government will enter into a letter of agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required on-site and off-site improvements, respectively.

This section shall not be construed to require the affected local unit of government to bear any costs of infrastructure improvements related to school improvements.

#### Section 6. Public Education Facilities Site Plan Review

- 6.1 The School Board and the County will continue to coordinate any and all proposed construction or expansion of public educational facilities, including the general location of new schools in unincorporated Miami-Dade County, with the County's Comprehensive Development Master Plan (CDMP) and local land development regulations in accordance with the review procedures outlined in Miami-Dade County Resolution R-535-92, as adopted on May 5, 1992.
- 6.2 The School Board will coordinate any and all proposed construction or expansion of public educational facilities, including the location of new schools or relocatables, within any City's jurisdiction with that City's adopted comprehensive plan and land development regulations. This coordination shall be accomplished in accordance with the provisions of Section 1013.33 (12) through (15), Florida Statutes. The affected City shall provide all of their comments to the School Board as expeditiously as feasible, and not later than sixty (60) days after receipt of the complete site plan, and to the extent possible, adjustments to the site plan shall be made to address the stated concerns.

#### Section 7. Local Planning Agency, Comprehensive Plan Amendments, Rezonings, and Development Approvals

7.1 Pursuant to Section 163.3174 (1), Florida Statutes, the County and Cities will invite a staff representative appointed by the School Board, as a non-voting member, to attend meetings of their local planning agencies or equivalent agencies that first consider comprehensive plan amendments and rezonings at which comprehensive plan amendments and rezonings are considered that would, if approved, increase residential density. The County and Cities may, at their sole discretion, appoint such School Board representative to the planning agency, and grant voting status to the School Board member.

7.2 The School Board will designate a staff representative to serve in an advisory support capacity on the County's staff development review

committee, or equivalent body. In addition, the School Board representative will be invited to participate at the meetings of the Cities' staff development review committees, or equivalent body, as appropriate, when development and redevelopment proposals are proposed that would create an increase in the number of residential units. It shall be the responsibility of School Board staff to review the potential impact of a proposed (re) development based on current Florida Inventory of School Houses (FISH) capacity (both permanent and relocatables) and be prepared to convey this information in writing to the local staff development review committees at least five days prior to the meeting or development review committee review, for their consideration. The School Board shall only be required to provide such review where the proposed (re) development will result in an increase in FISH capacity (permanent and relocatables) in excess of 115%. This figure shall be considered only as a review threshold and shall not be construed to obligate the County or a City to deny a development should the School Board fail to identify options to meet anticipated demand or should the collaborative process described in this Section fail to yield a means to ensure sufficient capacity. A copy of the plans shall be delivered to the School Board representative at least 15 working days prior to the proposed meeting date, or on the date the agenda is distributed. The School Board's review shall be conducted in accordance with the methods set forth in the procedures manual to be adopted in accordance with the provisions set forth in this Agreement.

7.3 The County and the Cities agree to transmit to the School Board copies of proposed land use applications and development proposals that may affect student enrollment, enrollment projections, or school facilities. This requirement applies to amendments to the comprehensive plan future land use map, rezonings, developments of regional impact, and other major residential or mixed-use development projects with a residential component.

7.4 Within 30 days after receipt of notification by the local government, which notification shall include development plans, the School Board will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application or development proposal and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities, and shall be based on current FISH capacity at impacted schools (including permanent and relocatable satisfactory student stations), as well as any proposed student station additions in the area of impact. The School Board will also include capacity information on approved charter schools that provide relief in the area of impact.

7.5 If sufficient capacity is not available or planned to serve the

development at the time of impact, the School Board will determine and specify the options available to it to meet the anticipated student enrollment demand. Alternatively, the School Board, local government, and developer will use their best efforts to collaboratively develop options that aim to provide the capacity to accommodate new students generated from the new residential development. The School Board shall be responsible to review and consider funding options for the incremental increase in the projected number of students which include, but are not limited to, creation of new community development districts pursuant to Chapter 190, Florida Statutes, creation of educational facilities benefit districts as described in Section 1013.355, Florida Statutes, other available broad-based funding mechanisms to fund school capital construction, developer contributions in the form of land donation set asides, monetary contributions, or developer provided facility improvements in lieu of impact fees and other School Board approved measures such as public charter schools, public-private partnerships, or a combination of any of these. In its analysis of need, School Board staff shall also include information on the estimated educational facilities impact fee revenues to be generated by the development, as well as on any other available funding for capital projects specifically intended to mitigate the area of impact.

This Section shall not be construed to obligate a City to impose, assess or collect a school impact fee, unless provided by general law. As it relates to the collection of impact fees, this provision shall not be subject to dispute resolution under Section 9 of this Agreement.

This Section shall not be construed to obligate a City or County to deny a development should the School Board fail to identify options to meet anticipated demand or should the collaborative process described in this Section fail to yield a means to ensure sufficient capacity.

7.6 In the review and consideration of comprehensive plan amendments, rezonings, and development proposals, and their respective potential school impacts, the County and Cities should consider the following issues:

- a. School Board comments, which may include available school capacity or planned improvements to increase school capacity, including School Board approved charter schools and operational constraints (e.g., establishment of or modifications to attendance boundaries and controlled choice zones), if any, that may impact school capacity within an area, including public-private partnerships;
- b. The provision of school sites and facilities within planned neighborhoods;

- c. Compatibility of land uses adjacent to existing schools and reserved or proposed school sites;
- d. The potential for collocation of parks, recreation and neighborhood facilities with school sites;
- e. The potential for linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
- f. Traffic circulation plans that serve schools and the surrounding neighborhood, including off-site signalization, signage, and access improvements;
- g. The general location of public schools proposed in the five-year work plan as well as other available information over a ten and 20-year time frame.

7.7 In formulating community development plans and programs, the County and Cities should consider the following issues:

- a. Giving priority to scheduling capital improvements that are coordinated with and meet the capital needs identified in the School Board District Educational Facilities Plan;
- b. Providing incentives that promote collaborative efforts between the School Board and the private sector to develop adequate school facilities in residential developments;
- c. Targeting community development improvements in older and distressed neighborhoods near existing or proposed School Board owned and operated public schools and School Board approved charter schools; and
- d. Coordination with neighboring jurisdictions to address public school issues of mutual concern.
- e. Approval and funding of community development benefit districts (CDD'S) and other available funding mechanisms created by state law.

## Section 8. Collocation and Shared Use

8.1 Collocation and shared use of facilities are important to both the School Board and local governments. The School Board and Cities and County will work together, via the staff working group and the SSPCC, to look for opportunities to collocate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, collocation and shared use opportunities will be considered by the local governments when preparing the annual update to the

comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, potential opportunities for collocation and shared use with public schools will be considered where compatible for existing or planned libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, the potential for collocation and shared use of school and governmental facilities for joint use by the community will also be considered.

8.2 A separate agreement or an amendment to a master agreement between the School Board and the appropriate local government will be developed for each instance of collocation and shared use, which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation and shared use.

#### Section 9. Resolution of Disputes

9.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, the applicable parties to the dispute will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, Florida Statutes, as amended from time to time, or any other mutually acceptable means of alternative dispute resolution. Each party shall bear their own attorney's fees.

#### Section 10. Oversight Process

10.1 The School Board shall appoint up to nine (9) citizen members, the County and the Miami-Dade County League of Cities shall each appoint up to five (5) citizen members to serve on a committee to monitor implementation of the interlocal agreement. The School Board shall organize and staff the meetings of this Committee, calling on the staff working group for assistance as needed. It shall provide thirty (30) days written notice of any meeting to the members of the Committee, the staff working group, the SSPCC, County, Cities and to the public. Committee members shall be invited by the School Board to attend all meetings referenced in Sections 1 and 4 and shall receive copies of all reports and documents produced pursuant to this interlocal agreement. The Committee shall appoint a chairperson, meet at least annually, and report to participating local governments, the School Board and the general public on the effectiveness with which the interlocal agreement is being implemented. Meetings of the Committee shall be conducted as public meetings, and provide opportunities for public participation.

#### Section 11. Effective Date and Term

This Agreement shall become effective upon the signatures of the School Board and County, and shall remain in full force and effect for a period of

five (5) years from the effective date. The execution of the Agreement by each City shall make it effective as to that City. The failure of any party to execute the Agreement by March 1, 2003 may subject that party to penalties as provided by statute. This Agreement may be earlier cancelled by mutual agreement of individual Cities or County and the School Board, unless otherwise cancelled as provided or allowed by law. This Agreement may be extended upon the mutual consent of the parties to this Agreement for an additional five (5) years, on the same terms and conditions as provided herein, provided that the party seeking an extension gives written notice to the other parties of such intent to extend no later than one (1) year prior to the expiration of the then current term, and the other parties agree in writing to such extension. Extensions shall be valid as to those parties consenting in writing thereto, even if not all parties hereto so consent.

#### Section 12. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### Section 13. Notice and General Conditions

- A. All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City Manager  
City of Aventura  
19200 West Country Club Drive  
Aventura, Florida 33180  
Phone: (305) 446-8910  
Fax: (305) 466-8919

Town Manager  
Town of Bay Harbor Islands  
9665 Bay Harbor Terrace  
Bay Harbor Islands, Florida 33154

City Manager  
City of Coral Gables  
P.O. Box 141549  
Coral Gables, Florida 33114-1549

Mayor  
Village of El Portal  
500 N.E. 87 Street  
El Portal, Florida 33138-3517

Mayor  
City of Florida City  
P.O. Box 343570  
Florida City, Florida 33034-0570

Mayor  
City of Hialeah  
P.O. Box 110040  
Hialeah, Florida 33011-0040

Chief Zoning Officer  
City of Hialeah Gardens  
10001 N.W. 87 Avenue  
Hialeah, Gardens, Florida 33016

City Manager  
City of Homestead  
790 North Homestead Boulevard  
Homestead, Florida 33030

Village Manager  
Village of Indian Creek  
9080 Bay Drive  
Indian Creek Village, Florida 33154

Village Manager  
Village of Key Biscayne  
85 West McIntyre Street  
Key Biscayne, Florida 33149

City Manager  
City of Miami  
3500 Pan American Drive  
Miami, Florida 33133

City Manager  
City of Miami Beach  
City Hall  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Town Manager  
Town of Miami Lakes  
6853 Main Street  
Miami Lakes, Florida 33014

Village Manager  
Village of Miami Shores  
10050 N.E. Second Avenue  
Miami Shores, Florida 33138

City of Miami Springs  
201 Westward Drive  
Miami Springs, Florida 33166-5259

City Manager  
City of North Bay Village  
7903 East Drive  
North Bay Village, Florida 33141

City Manager  
City of North Miami  
776 N.E. 125 Street  
North Miami, Florida 33161

City Manager  
City of North Miami Beach  
17011 N.E. 19 Avenue  
North Miami Beach, Florida 33162

Director of Community Development and Planning  
City of Opa-Locka  
777 Sharazad Boulevard  
Opa-Locka, Florida 33054

Village Attorney  
The Village of Palmetto Bay  
3225 Aviation Avenue, Suite 301  
Miami, Florida 33133



Planning Director  
Village of Pinecrest  
11551 S. Dixie Highway  
Pinecrest, Florida 33156

City Manager  
City of South Miami  
6130 Sunset Drive  
South Miami, Florida 33143

Deputy City Attorney  
City of Sunny Isles Beach  
17070 Collins Avenue  
Sunny Isles Beach, Florida 33160

Mayor  
City of Sweetwater  
500 S.W. 109 Avenue  
Sweetwater, Florida 33174-1398

City Manager  
City of West Miami  
901 S.W. 62 Avenue  
West Miami, Florida 33144

Miami-Dade County  
Director Department of Planning & Zoning  
111 N.W. First Street  
Miami, Florida 33128

Superintendent  
The School Board of Miami-Dade County, Florida  
1450 N. E. 2 Avenue, Room 912  
Miami, Florida 33132

B. Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

#### Section 14. Merger Clause

This Interlocal Agreement together with the Exhibits hereto sets forth the entire agreement between the parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in

a written document executed with the same formality and of equal dignity herein. The Exhibits to this Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits then this Agreement will prevail.

Any amendment to this Agreement requested by a local legislative body of the County or a participating municipality will be placed on a School Board Agenda for consideration within sixty (60) days of the School Board's receipt of such request. Likewise, any amendments to this Agreement requested by the School Board will be placed on the agenda of the local legislative body of the County and participating municipalities for consideration, within sixty (60) days of receipt of the request.

#### Section 15. Counterparts Clause

This Interlocal Agreement may be executed in counterparts and facsimiles shall constitute best evidence for all purposes.

#### Section 16. Supplementary Agreements

All parties to this Interlocal Agreement stipulate that the School Board may enter into Supplementary Agreements with individual municipalities to address individual circumstances. Any such Supplementary Agreement shall be consistent with the statutes governing this Interlocal Agreement.


#### Section 17. Favored Nations

Should the School Board enter into an agreement with another municipality, separate or otherwise, which provides more beneficial terms than those agreed to herein, the School Board shall offer the same terms to all other parties to this Interlocal Agreement.

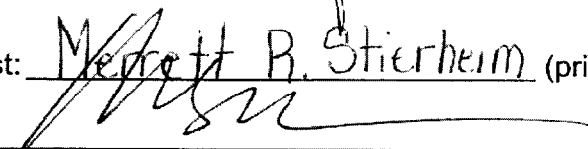
IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Miami-Dade County, the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, Village of Indian Creek, Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami, and the School Board of Miami-Dade County, Florida, on this 24<sup>th</sup> day of February, 2003.

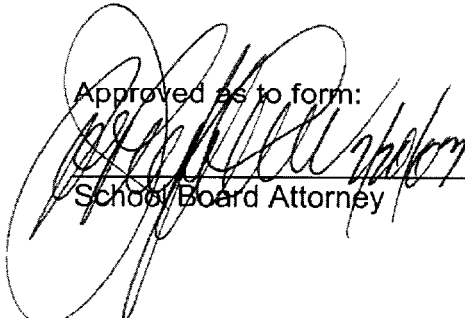
The School Board of Miami Dade County, Florida

Attest: Michael M. Krop (print)

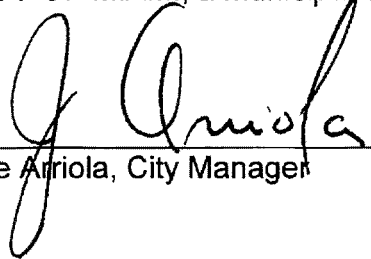
By:   
Dr. Michael M. Krop, Chair

Attest: Merrett R. Stierheim (print)

By:   
Merrett R. Stierheim, Secretary

Approved as to form:  
  
School Board Attorney

CITY OF MIAMI, a municipal corporation of the State of Florida

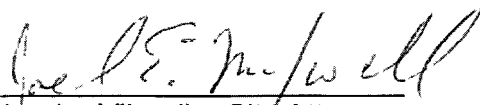
  
\_\_\_\_\_  
Joe Arriola, City Manager

Date 3/5/03

Attest:

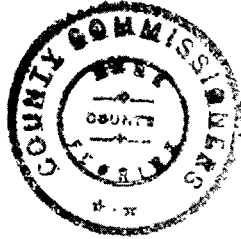
  
Priscilla Thompson, City Clerk

Approved as to Form and Correctness:

  
Alejandro Vilarello, City Attorney *ROR*

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK



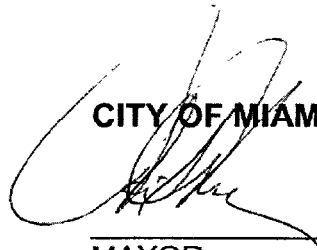
By: *Elizabeth Shaw*  
Deputy Clerk

By: *Dr. Barbara Carey-Shuler*  
Dr. Barbara Carey-Shuler, Chairperson,  
Board of County Commissioners

Date: 2/27/03

Interlocal Agreement for  
Public School Facility Planning  
in Miami-Dade County

Execution is approved  
by Resolution 2003-25139



  
**CITY OF MIAMI BEACH**  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

2/26/03  
\_\_\_\_\_  
DATED

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

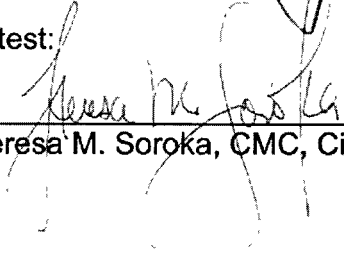
  
\_\_\_\_\_  
CITY ATTORNEY 

2-26-03  
\_\_\_\_\_  
DATED

CITY OF AVENTURA

  
\_\_\_\_\_  
Eric M. Soroka, ICMA-CM, City Manager

Attest:


  
\_\_\_\_\_  
Teresa M. Soroka, CMC, City Clerk

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written;

ATTEST:

CITY OF CORAL GABLES  
Municipal Corporation of  
the State of Florida

By:  \_\_\_\_\_  
YOLANDA AGUILAR  
CITY CLERK

By:  \_\_\_\_\_  
DAVID L. BROWN  
CITY MANAGER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

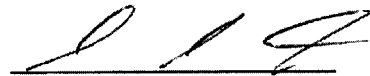
 \_\_\_\_\_  
ELIZABETH M. HERNANDEZ,  
CITY ATTORNEY



**IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Village of El Portal, Florida, on this 27<sup>th</sup> day of FEBRUARY, 2003.**

  
**Newall J. Daughtrey**  
**Interim Village Manager**

**ATTEST:**

  
**Regina R. Russell**  
**Village Clerk**

The City Commission of the City of Florida City, Florida

Attest: Otis T. Wallace (print)

By: Otis T. Wallace  
Otis T. Wallace, Mayor

Attest: Sheila Paul (print)

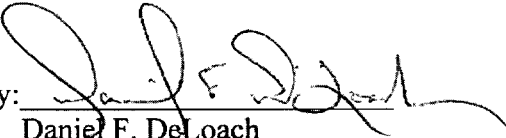
By: Sheila Paul  
Sheila Paul, City Clerk

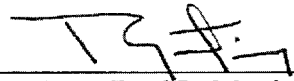
CITY OF FLORIDA CITY

Executed on this 18<sup>th</sup> day of February, 2003.

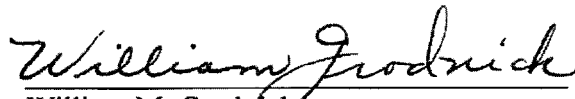
City of Hialeah, Florida  
501 Palm Avenue  
Hialeah, Florida 33010

Attest:

By:   
Daniel F. DeLoach  
City Clerk

By:   
Mayor Raul L. Martinez

Approved as to form and legal sufficiency:

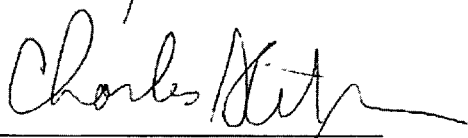
  
William M. Grodnick  
City Attorney

Interlocal agreement for Public School Facility Planning and Hialeah Gardens

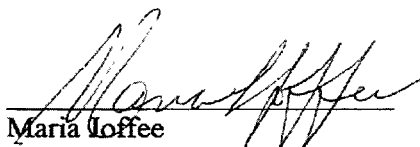
ATTEST:



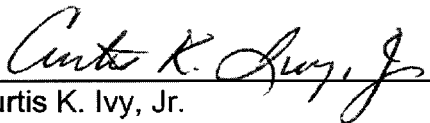
\_\_\_\_\_  
Yioset De La Cruz  
Mayor, City of Hialeah Gardens




\_\_\_\_\_  
Charles Citrin  
City Attorney, City of Hialeah Gardens

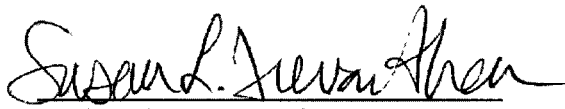


\_\_\_\_\_  
Maria Loffee  
City Clerk, City of Hialeah Gardens

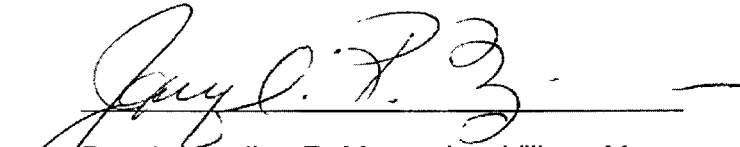
  
Curtis K. Ivy, Jr.  
City Manager  
City of Homestead

  
Attest:  
Sharon Auxier  
City Clerk

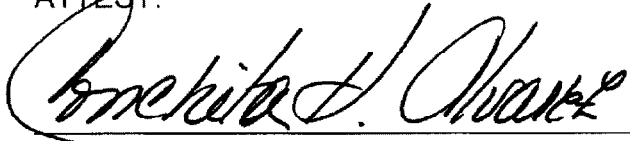
Approved as to form and legal sufficiency:

  
Susan L. Neuman  
Weiss, Serota, Helfman, et al

The Village of Key Biscayne, Florida:

  
By: Jacqueline R. Menendez, Village Manager

ATTEST:



Conchita H. Alvarez, Village Clerk




**INTERLOCAL AGREEMENT  
FOR  
PUBLIC SCHOOL FACILITY PLANNING  
IN MIAMI-DADE COUNTY**

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the School Board of Miami-Dade County, Florida, Miami-Dade County, the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, Village of Indian Creek, Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami, and, on this 11<sup>th</sup> day of February, 2003.

As to The Town of Miami Lakes:



Mayor, Wayne Slaton



Beatris M. Arguelles Town Clerk

*Approved as to form and legality for the use  
and benefit of the Town of Miami Lakes only:*

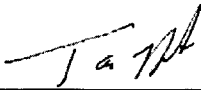


Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.  
Town Attorney

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Interlocal Agreement on the date below written for execution by Miami Shores Village.

**MIAMI SHORES VILLAGE, FLORIDA**

**ATTEST:**

By:   
Tom Benton, Village Manager

  
Barbara A. Estep, CMC  
Village Clerk

Date: 2-27-03

**APPROVED AS TO FORM:**

  
Richard Sarafan  
Village Attorney



CITY OF MIAMI SPRINGS

By: Maria V. Davis  
MARIA V. DAVIS  
CITY MANAGER

ATTEST:

Magali Valls  
MAGALI VALLS, CMC  
CITY CLERK

(CITY SEAL)

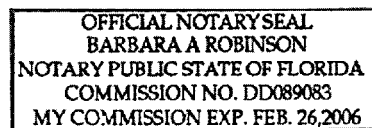
STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE )

BEFORE ME, the undersigned authority, personally appeared MARIA V. DAVIS, and MAGALI VALLS, the City Manager and City Clerk respectively, of the City of Miami Springs, who are personally known to me, and who, after being duly sworn by me, state that they have executed the foregoing Agreement for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me, this 26 day of February, 2003.

Barbara A. Robinson  
NOTARY PUBLIC, State of Florida at Large  
BARBARA A. ROBINSON

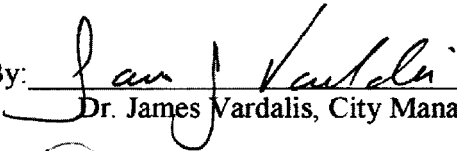
MY COMMISSION EXPIRES:



INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL  
FACILITY PLANNING IN MIAMI-DADE COUNTY

The City of North Bay Village, Florida

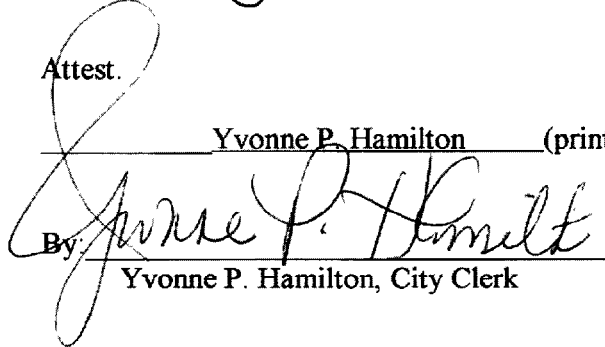
Dr. James Vardalis (print)

By:   
Dr. James Vardalis, City Manager

Date: 3/19/03

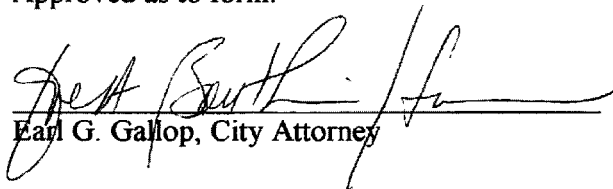
Attest.

Yvonne P. Hamilton (print)

By:   
Yvonne P. Hamilton, City Clerk

Date: 3/19/03

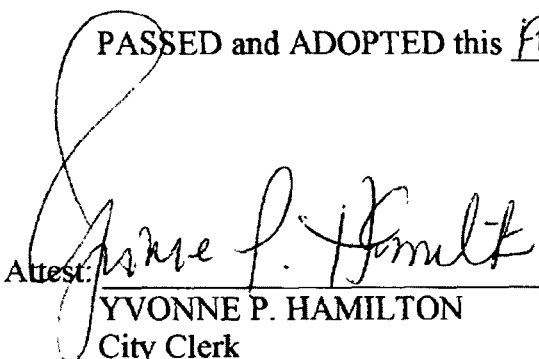
Approved as to form:


  
Earl G. Gallop, City Attorney

Date: 3/19/03

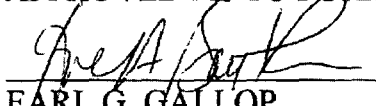
Section 2. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 7th day of March, 2003

Attest:   
YVONNE P. HAMILTON  
City Clerk

  
MAYOR ALAN DORNE

APPROVED AS TO FORM:

  
EARL G. GALLOP,  
City Attorney

FINAL VOTE AT ADOPTION:

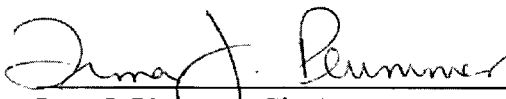
Mayor Alan Dorne	<u>Absent</u>
Vice-Mayor George A. Kane	<u>Yes</u>
Commissioner Frank DiMaggio	<u>Yes</u>
Commissioner Robert A. Dugger	<u>Absent</u>
Commissioner David M. Fleischer	<u>Yes</u>

City of North Bay Village Resolution-Interlocal Agreement-School Board

**City of North Miami, Florida**


Interlocal Agreement for Public School Facility Planning in Miami-Dade County

Attest: IRMA J. PLUMMER (print)

By:  (signature)  
Irma J. Plummer, City Manager

Date: 28 February 03

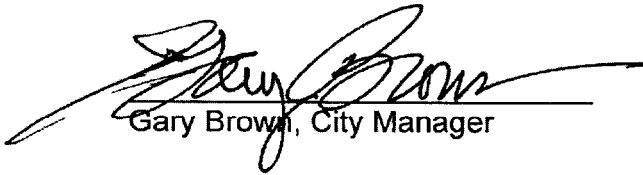
FORM APPROVED  
OFFICE OF CITY ATTORNEY

  
Date 2-28-03


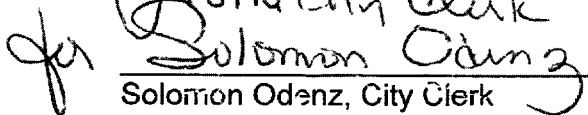
IN WITNESS WHEREOF, this February 24, 2003 Interlocal Agreement for Public School Facility Planning has been executed by and on behalf of the City of North Miami Beach pursuant to Resolution 2003-9 and by the School Board of Miami-Dade County, Florida.

The City of North Miami Beach, Florida

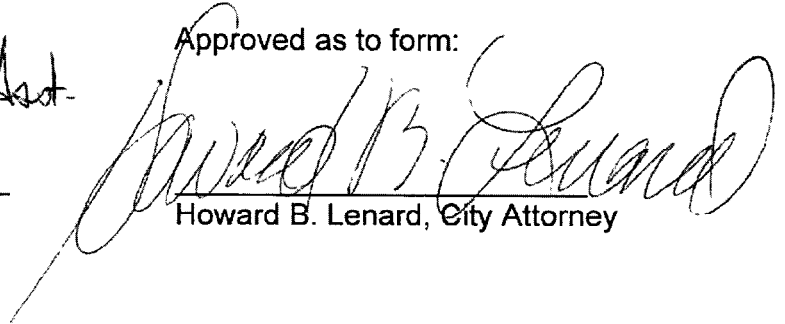
By:

  
Gary Brown, City Manager


Attest:

  
Jemmy Callahan, Asst. City Clerk  
for   
Solomon Odenz, City Clerk

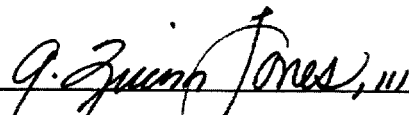
Approved as to form:

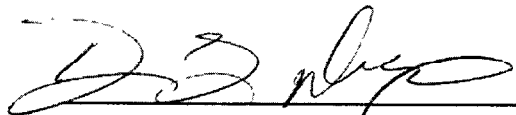
  
Howard B. Lenard, City Attorney

ATTEST:

  
\_\_\_\_\_  
**INTERIM CITY MANAGER**  
~~██████~~, City of Opa-Locka, Florida


\_\_\_\_\_  
City Manager, City of Opa-Locka, Florida

  
\_\_\_\_\_  
City Attorney, City of Opa-Locka, Florida

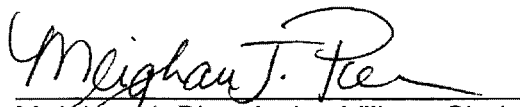
  
\_\_\_\_\_  
City Clerk, City of Opa-Locka, Florida

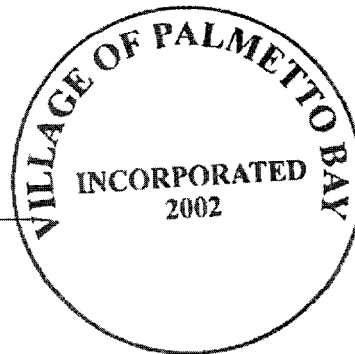
**SUPPLEMENTAL INTER-LOCAL AGREEMENT ADDENDUM ON CHARTER  
SCHOOLS ZONING AND SITE PLAN APPROVAL PRIOR TO BOARD  
APPROVAL OF CHARTER IN THE CITY OF OPA-LOCKA, FLORIDA**

IN WITNESS WHEREOF, this Interlocal Agreement for Public School Facility Planning by and between the Village of Palmetto Bay and Miami-Dade County has been executed by and on behalf of the Village of Palmetto Bay, Florida, this 14th day of March, 2003.

  
\_\_\_\_\_  
Eugene P. Flinn, Jr., Mayor

Attest:

  
\_\_\_\_\_  
Meighan J. Pier, Acting Village Clerk

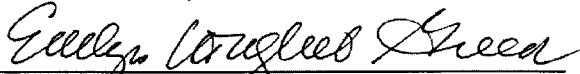


Approved as to form:

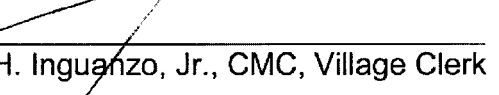
  
\_\_\_\_\_  
Earl G. Gallop, Village Attorney

\\MyDocuments\Administration\Signature-Inter-Schools

Village of Pinecrest, Florida

By:   
Evelyn Langlieb Greer, Mayor

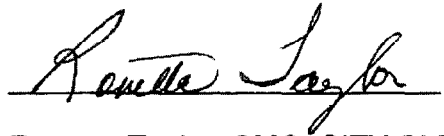
ATTEST: 

By:   
Guido H. Inguanzo, Jr., CMC, Village Clerk



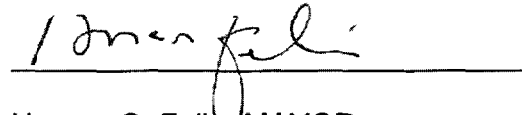
City of South Miami, Florida

ATTEST:

A handwritten signature in cursive script, appearing to read "Ronetta Taylor", written over a horizontal line.

Ronetta Taylor, CMC, CITY CLERK

APPROVED:

A handwritten signature in cursive script, appearing to read "Horace G. Felix", written over a horizontal line.

Horace G. Felix, MAYOR

**ATTEST:**

BY: Jane A. Hines  
Jane A. Hines, Acting City Clerk

**CITY OF SUNNY ISLES BEACH**

BY: David Samson  
David Samson, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: Lynn M. Pannheisser  
Lynn M. Pannheisser, City Attorney

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

CITY OF SWEETWATER

SCHOOL BOARD OF MIAMI-DADE COUNTY  
STATE OF FLORIDA

SIGNED BY: Manuel Marono

SIGNED BY: \_\_\_\_\_

NAME: Manuel Marono

NAME: \_\_\_\_\_

TITLE: Mayor

TITLE: \_\_\_\_\_

DATE: March 3, 2003

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

ATTEST

BY: Marie O. Schmidt

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

TITLE: City Clerk

TITLE: \_\_\_\_\_

CORPORATE SEAL:

CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

**ATTEST:**

By: *Ronetta Taylor*  
Ronetta Taylor, CMC  
City Clerk

**CITY OF MIAMI GARDENS**

BY: *Shirley Gibson*  
Shirley Gibson, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**


BY: *Hans Ottinot*  
Hans Ottinot, Interim City Attorney

**INTERLOCAL AGREEMENT  
FOR  
PUBLIC SCHOOL FACILITY PLANNING  
CITY OF DORAL**



\_\_\_\_\_  
YOCÉLYN GALIANO GOMEZ, CITY MANAGER

ATTEST:



\_\_\_\_\_  
SHEILA PAUL, CMC, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE CITY OF DORAL:



\_\_\_\_\_  
JOHN J. HEARN, CITY ATTORNEY

**FIRST SUPPLEMENTAL AGREEMENT  
TO  
INTERLOCAL AGREEMENT  
FOR  
PUBLIC SCHOOL FACILITY PLANNING  
IN MIAMI-DADE COUNTY**

This First Supplemental Agreement (hereinafter referred to as the "Supplemental Agreement") to the Interlocal Agreement for Public School Facility Planning in Miami-Dade County (hereinafter referred to as the "Agreement") is entered into between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "School Board"), and one or more of the following local governments in Miami-Dade County, whose joinder in the Supplemental Agreement is indicated by their execution hereof: Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County"), the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, Village of Indian Creek, Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Village of Palmetto Bay, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Beach, City of Sweetwater, and the City of West Miami (hereinafter collectively referred to as "Cities"), and.

**RECITALS**

WHEREAS, the County, Cities and the School Board have entered into the Interlocal Agreement for Public School Facility Planning in Miami-Dade County; and,

WHEREAS, the County, Cities and the School Board agree that certain substantive refinements to the Agreement are appropriate to improve the process contemplated in the Agreement; and

WHEREAS, Paragraph 16 of the Agreement provides that the School Board may enter into Supplementary Agreements with individual municipalities to address individual circumstances; and

WHEREAS, Paragraph 17 of the Agreement provides that should the School Board enter into an agreement with another municipality, separate or otherwise, which provides more beneficial terms than those agreed to in the Interlocal Agreement, the School Board shall offer the same terms to all other parties to this Interlocal Agreement; and

WHEREAS, the School Board and certain municipalities desire to enter into this Supplemental Agreement, addressing certain non-substantive matters on which the parties have reached agreement.

## **AGREEMENT**

NOW THEREFORE, be it mutually agreed between the School Board, the County and the Cities that the Agreement is modified to provide for the following amended procedures to be followed in coordinating land use and public school facilities planning:

### **Section 1.1:**

A staff working group comprised of the County Mayor/Manager and/or designee, School Board Superintendent and/or designee, and City Mayor/Manager and/or their designees will meet at least on a semi-annual basis to discuss issues and formulate recommendations regarding public education in the School District, and coordination of land use and school facilities planning, including such issues as population and student projections, development trends, a work program for five, ten and twenty year intervals and its relationship to the local government comprehensive plans, particularly as it relates to identification of potential school sites in the comprehensive plan's future land use map series, school needs (school capacity and school funding), collocation and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the Regional Planning Council, the Latin Builders Association and the Builders Association of South Florida will also be invited to attend and participate. The initial meeting of the working group shall be held within 60 days of the date of execution of the interlocal agreement, upon at least 30 days written advance notice, and shall be coordinated by the School Board Superintendent, or designee, provided however, that the School Board staff shall use its best efforts to schedule the initial meeting to occur in a timely manner to provide meaningful

participation by local governments in the School Board's 2003-04 planning process.

**Section 1.2:**

The School Board Superintendent and/or designee shall coordinate bi-annual joint workshop sessions and invite one or more representatives of the County Commission or their designee, the governing body of each City or their designees, and the School Board or their designee (s). A representative of the Regional Planning Council will also be invited to attend. The School Board shall provide the meeting invitations with at least 30 days advance written notice of such meeting to the person designated as a contact in this Agreement. The initial joint workshop session shall be held within six (6) months of the date of the execution of the Agreement by all parties, but no later than March 1, 2004 to present, discuss, consider and negotiate modifications or amendments to the Agreement; provided-however, that any such governing the Agreement. Modifications amendments shall be considered by each party to this Agreement in accordance with Section 14. The joint workshop sessions provide opportunities for the County Commission, the City Commissions or Councils, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding public education, and coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, school capacity, school funding, options to reduce the need for additional permanent student stations, and joint use opportunities.

**Section 3.3:**

The County and the School Board shall annually review the Educational Facilities Impact Fee Ordinance, its formula, and the Educational Facilities Impact Fee Methodology and Technical Report, and if appropriate, make recommendations for revisions to the Board of County Commissioners. Among the goals of this annual review will be the adjustment of impact fee structure to ensure the full eligible capital costs, as allowed by the governing ordinances, associated with development of public school capacity is included. In reviewing the Educational Facilities Impact Fee Ordinance (EFIFO) the County and School Board shall employ their best efforts to evaluate a more equitable distribution of impact fee assessments, including redistricting to create east/west alignments of benefit districts throughout the County. Such benefit districts should combine urban infill and emerging development areas within the County. The School Board and County are encouraged to



provide for local government, industry and citizen participation and input prior to submitting recommendations to the Board of County Commissioners for substantive revisions to the Educational Facilities Impact Fee Ordinance, its formula, the Educational Facilities Impact Fee Methodology and Technical Report, including the adjustment of impact fee structure or benefit district boundaries.

Section 4.1:

The School Board staff shall endeavor to ensure rule making proceedings are completed by the May 14, 2003 meeting, so that final reading is given to the amendment to rule 6Gx13-2C-1.083, Section II.D. Membership, to expand the membership of its standing School Site Planning and Construction Committee (SSPCC) by four voting members as follows: "a floating member" designated by the City Manager of the most impacted municipality to which the agenda item relates whenever an agenda item concerns any incorporated area of Miami-Dade County, or if it concerns an unincorporated area, this "floating member" shall be from the geographically nearest municipality most impacted by the agenda item; a representative selected by the Miami-Dade County League of Cities; a Miami-Dade County representative selected by the County Manager or designee;" and "a member of the residential construction industry." For purposes of this Section, a floating member from the most impacted local government shall be defined as the local government jurisdiction in which the proposed project is located. Based upon a projected completion of rule making proceedings by the School Board's May 14, 2003 meeting, the School Board staff shall endeavor to ensure the SSPCC is operational and holds its initial meeting by June 2003, to provide meaningful participation to local governments in the School Board's 2003-04 planning process. In event that this rule change is not accomplished as required herein, the School Board shall approach the Cities and County and negotiate an amendment to this Agreement with a mutually acceptable alternative means of coordination on all issues herein allocated to the, the SSPCC. The SSPCC shall review potential sites for new schools and proposals for significant renovation, the location of relocatables or additions to existing buildings, and potential closure of existing schools, and make recommendations on these and all other issues within its purview under the Rule for consideration by School Board staff.

Section 6.2:

The School Board will coordinate any and all proposed construction or expansion of public educational facilities, including the location of new schools or relocatables, within any City's jurisdiction with that City's adopted comprehensive plan and land development regulations. This coordination shall be accomplished in accordance

with the provisions of Section 1013.33 (12) through Florida Statutes. The affected City shall provide all of their comments to the School Board as expeditiously as feasible, and not later than sixty (60) days after receipt of the complete site plan.

**Section 7.1:**

In accordance with the requirements of and to the extent required by Section 163.3174 (1), Florida Statutes, the County and Cities will invite a staff representative appointed by the School Board, as a non-voting member, to attend meetings of their local planning agencies or equivalent agencies that first consider comprehensive plan amendments and rezonings at which comprehensive plan amendments and rezonings are considered that would, if approved, increase residential density. The County and Cities may, at their sole discretion, appoint such School Board representative to the planning agency, and grant voting status to the School Board member.

**Section 7.2:**

The School Board will designate a staff representative to serve in an advisory support capacity on the County's staff development review committee, or equivalent body. In addition, the School Board representative will be invited to participate at the meetings of the Cities' staff development review committees, or equivalent body, as appropriate, when development and redevelopment proposals are proposed that would create an increase in the number of residential units. It shall be the responsibility of School Board staff to review the potential impact of a proposed (re) development based on current Florida Inventory of School Houses (FISH) capacity (both permanent and relocatables) and be prepared to convey this information in writing to the local staff development review committees at least five days prior to the meeting or development review committee review, for their consideration. The School Board shall only be required to provide such review where the proposed (re) development will result in an increase in FISH capacity (permanent and relocatables) in excess of 115%, except when such review is requested by the local staff development review committee. This figure shall be considered only as a review threshold and shall not be construed to obligate the County or a City to deny a development should the School Board fail to identify options to meet anticipated demand or should the collaborative process described in this Section fail to yield a means to ensure sufficient capacity. A copy of the plans shall be delivered to the School Board representative at least 15 working days prior to the proposed meeting date, or on the date the agenda is distributed.

The School Board's review shall be conducted in accordance with the methods set forth in the procedures manual to be adopted in accordance with the provisions set forth in this Agreement. The procedures manual shall be developed through a collaborative process with the staff working group and the School Board staff shall use its best efforts to facilitate development of the manual in a timely manner.

**Section 7.6:** In the review and consideration of comprehensive plan amendments, rezonings, and development proposals, and their respective potential school impacts, the County and Cities should consider the following issues:

- a. School Board comments, which may include available school capacity or planned improvements to increase school capacity, including School Board approved charter schools and operational constraints establishment of or modifications to attendance boundaries and controlled choice zones), if any, that may impact school capacity within an area, including public-private partnerships. Failure of the School Board to provide comments to the County or Cities within 30 days as specified in Section 7.4 may be considered by the parties as a response of "no comment." In such a scenario, the County and Cities shall not be obligated to delay final action by the County Commission or City Council;

**Section 10.1:**

The School Board shall appoint up to nine (9) citizen members, the County and the Miami-Dade County League of Cities shall each appoint up to five (5) citizen members to serve on a committee to monitor implementation of the interlocal agreement. The School Board shall organize and staff the meetings of this Committee, calling on the staff working group for assistance as needed. It shall provide thirty (30) days written notice of any meeting to the members of the Committee, the staff working group, the SSPCC, County, Cities and to the public. Committee members shall be invited by the School Board to attend all meetings referenced in Sections 1 and 4 and shall receive copies of all reports and documents produced pursuant to this interlocal agreement. The Committee shall appoint a chairperson, meet at least annually, and report to participating local governments, the School Board and the general public on the effectiveness with which the interlocal agreement is being implemented. At least 60 days prior to the annual meeting of the Committee, the Staff Working Group and the SSPCC shall each submit an annual report regarding the status of

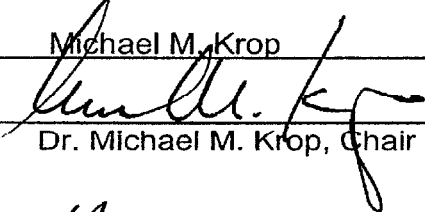
the implementation and effectiveness of the Agreement. These annual reports shall additionally be distributed to all parties to this Agreement. Meetings of the Committee shall be conducted as public meetings, and provide opportunities for public participation.

All other provisions of the Interlocal Agreement are incorporated herein by reference to the extent not inconsistent herewith.

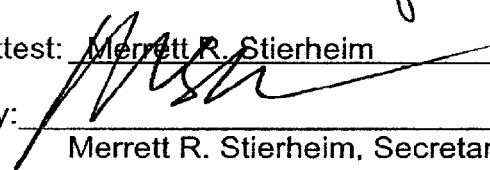
IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the School Board of Miami-Dade County, Florida, Miami-Dade County, the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, Village of Indian Creek, Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami, and, on this 28<sup>th</sup> this day of *February*, 2003.

The School Board of Miami Dade County, Florida

\_\_\_\_\_  
Michael M. Krop (print)

By:   
\_\_\_\_\_  
Dr. Michael M. Krop, Chair

Attest: Merrett R. Stierheim (print)

By:   
\_\_\_\_\_  
Merrett R. Stierheim, Secretary

Approved as to form:  
  
\_\_\_\_\_  
School Board Attorney

**SECOND SUPPLEMENTAL AGREEMENT  
TO  
INTERLOCAL AGREEMENT  
FOR  
PUBLIC SCHOOL FACILITY PLANNING  
IN MIAMI-DADE COUNTY**

This Second Supplemental Agreement (hereinafter referred to as the "Second Supplemental Agreement") to the Interlocal Agreement for Public School Facility Planning in Miami-Dade County (hereinafter referred to as the "Agreement") is entered into between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "School Board"), and one or more of the following local governments in Miami-Dade County, whose joinder in the Second Supplemental Agreement is indicated by their execution hereof: Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County"), the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, Village of Indian Creek, Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami (hereinafter collectively referred to as "Cities").

**RECITALS**

WHEREAS, the County, Cities and the School Board have entered into the Interlocal Agreement for Public School Facility Planning in Miami-Dade County and the First Supplemental Agreement; and,

WHEREAS, The Town of Bay Harbor proposes a Second Supplemental Agreement to address the unique issues it faces with the impact of growth in municipalities exempt from signing the Agreement on the public elementary school located in the Town; and

WHEREAS, Paragraph 16 of the Agreement provides that the School Board and individual municipalities may enter into Supplementary Agreements to address individual circumstances; and

WHEREAS, Paragraph 17 of the Agreement provides that, should the School Board enter into an agreement with another municipality, separate or otherwise, which provides more beneficial terms than those agreed to in the Agreement, the School Board shall offer the same terms to all other parties to the Agreement; and

WHEREAS, the undersigned municipalities agree to execute the Agreement only on the condition that the First Supplemental Agreement and this Second Supplemental Agreement is also executed by the parties, and do not agree to be bound by the Agreement in the event the First and Second Supplemental Agreements are not also executed; and

WHEREAS, the School Board and the undersigned municipalities desire to enter into this Second Supplemental Agreement.

### **AGREEMENT**

NOW THEREFORE, be it mutually agreed between the School Board, the County and the Cities that the Agreement is modified to provide for the following additional language regarding the coordination of land use and public school facilities planning:

#### **8. Collocation and Shared Use**

\* \* \* \* \*

8.3 Collocation and shared use as provided for in this Agreement may include the sharing of county and municipal facilities for student use, such as use of a park for park purposes by students from a neighboring public school, and similarly may include the use of public school facilities by the community.

\* \* \* \* \*

**Section 19. Exempt or Waived Municipalities**

19.1. In cases where a municipality or other unit of local government (that is not a party to this Agreement by virtue of statutory exemption or waiver) and whose decisions and/or actions with respect to development within the municipality's or unit of local government's jurisdiction, may impact on municipalities or units of local government which are parties to this Agreement, the School Board agrees to contact, through its representatives or appropriate designees, these non-parties and invite them to become signatories to this Agreement. Failure to secure a response or to have non-signatories become signatories to this Agreement shall neither constitute, nor be considered, a breach of this Agreement.

19.2 This section shall not be interpreted to prevent exempt or waived municipalities from participating in the processes under the Agreement and the First Supplemental Agreement as they may relate to any public school facilities located in unincorporated Miami-Dade County.

All other provisions of the Interlocal Agreement and the First Supplemental Agreement are incorporated herein by reference to the extent not inconsistent herewith.

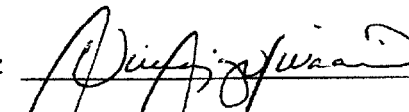
IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the School Board of Miami-Dade County, Florida, Miami-Dade County, the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, Village of Indian Creek, Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami, and, on this 28<sup>th</sup> day of August, 2003.

ATTEST:

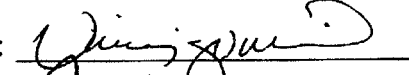
\_\_\_\_\_  
Chairman, Board of County Commissioners

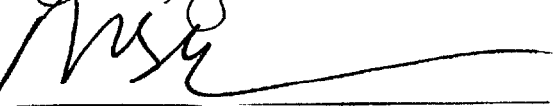
  
\_\_\_\_\_  
Mayor, Town of Bay Harbor Islands

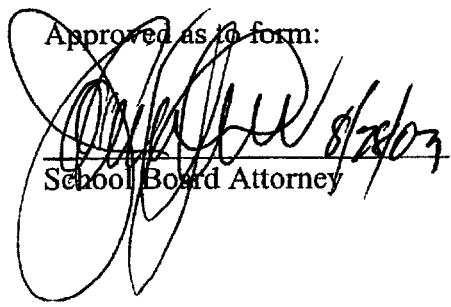
The School Board of Miami County, Florida.

Attest:  (print)

By:   
Dr. Michael M. Krop, Chair

Attest:  (print)

By:   
Merrett R. Stierheim, Secretary

Approved as to form:  
 8/29/07  
School Board Attorney



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

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE INTERIM TOWN MANAGER TO APPOINT A LIAISON TO THE MIAMI-DADE COUNTY EMERGENCY OPERATIONS CENTER; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Cutler Bay, Florida (the "Town") desires to work together with Miami-Dade County to respond to threats of hurricanes and other emergencies; and

WHEREAS, the Town desires to authorize the Interim Town Manager to appoint himself or another person to serve as liaison to the Emergency Operations Center.

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. Town Manger Authorization.** The Interim Town Manager is hereby authorized to appoint a person to serve as liaison to Miami-Dade County Emergency Operations Center in order to help coordinate the efforts of Miami-Dade County and the Town of Cutler Bay in responding to hurricanes and other emergencies.

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

PASSED and ENACTED this \_\_\_\_ day of April, 2006.

\_\_\_\_\_  
JOHN F. COSGROVE  
Mayor

Attest: \_\_\_\_\_  
ELIZABETH SEWELL  
Interim Town Clerk

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

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

**FINAL VOTE AT ADOPTION:**

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

Vice Mayor Paul Vrooman \_\_\_\_\_

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

Council Member Ernest Sochin \_\_\_\_\_

Council Member Peggy Bell \_\_\_\_\_

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

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PUBLIC HEALTH; REQUESTING THAT MIAMI-DADE COUNTY RELEASE FIVE MILLION DOLLARS FROM THE MIAMI-DADE COUNTY GENERAL OBLIGATION BOND PROGRAM TO COMMUNITY HEALTH OF SOUTH DADE, INC.; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board, Mayor and Town Council of the Town of Cutler Bay, Florida (the "Town") recognize the fundamental importance of the public health services provided in the South Dade community by Community Health of South Dade, Inc. ("CHI"); and

WHEREAS, CHI's operation of six community health centers and five school based centers in South Miami-Dade County providing primary care, behavioral health, and dental care, radiology, pharmacy, laboratory, urgent care, and other health services to the South Miami-Dade County community to patients regardless of income, job status, financial status, or health insurance, promotes public health in the Town and the surrounding community; and

WHEREAS, the voters of Miami-Dade County approves the issuance of \$2.9 Billion in General Obligation Bonds in 2004, including approximately \$5 Million for CHI in furtherance of its provision of health services in the South Miami-Dade Community.

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. Release of General Obligation Bond Funding.** The Mayor and Town Council of the Town of Cutler Bay hereby requests that Miami-Dade County release to CHI \$5 Million in General Obligation Bond funding to be used by CHI in furtherance of its mission to provide health care to the South Miami-Dade County community and that such funding be released to CHI as expeditiously as possible.

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

PASSED and ENACTED this \_\_\_\_ day of April, 2006.

\_\_\_\_\_  
JOHN F. COSGROVE  
Mayor

Attest: \_\_\_\_\_  
ELIZABETH SEWELL  
Interim Town Clerk

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

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

FINAL VOTE AT ADOPTION:

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

Vice Mayor Paul Vrooman \_\_\_\_\_

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

Council Member Ernest Sochin \_\_\_\_\_

Council Member Peggy Bell \_\_\_\_\_

**RESOLUTIONS NO. 06-**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA RELATING TO FINANCE; REQUESTING FUNDING FROM MIAMI-DADE COUNTY IN THE AMOUNT OF \$600,000; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town Council ("Council") of the Town of Cutler Bay, Florida ("Town") was sworn in and seated on February 2, 2006; and

WHEREAS, the Town Council previously requested and received from Miami Dade County ("County") an advance of \$300,000 from revenues collected by the County on behalf of the Town, and the Town now requires additional funding for the continuation of municipal government and the provision of municipal services; and

WHEREAS, the Mayor and Town Council request the County Commission of Miami-Dade County to release an additional \$600,000 to the Town from revenue to be collected by the County on behalf 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 recitals above are true and correct and incorporated into this resolution.

**Section 2. Release of Revenue.** The Town requests that Miami Dade County release to the Town the amount of \$600,000 from revenue to be collected by the County on behalf of the Town and to provide said funds to the Town within seven days after approval by the County Commission. The Town will use the funds for the continuation of municipal government and initial municipal services. The Town shall maintain detailed records of all expenditures of the funds.

**Section 3. Town Mayor Authorization.** The Town Mayor is authorized to execute an interlocal agreement with Miami-Dade County as to these funds.

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

PASSED and ENACTED this \_\_\_\_ day of April, 2006.

JOHN F. COSGROVE  
Mayor

Attest: \_\_\_\_\_  
ELIZABETH SEWELL  
Interim Town Clerk

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

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

**FINAL VOTE AT ADOPTION:**

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

Vice Mayor Paul Vrooman \_\_\_\_\_

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

Council Member Ernest Sochin \_\_\_\_\_

Council Member Peggy Bell \_\_\_\_\_

March 31, 2006

The Honorable Katy Sorenson  
County Commissioner  
111 N.W. First Street  
Second Floor  
Miami, Florida 33128

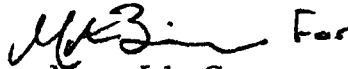
**Re: Town of Cutler Bay Request for Additional Funding Advance**

Dear Katy:

Thank you so much for your support of the incorporation of the Town of Cutler Bay and its efforts to move forward. We greatly appreciate your helping us obtain our initial funding advance of \$300,000.00 from the County. However, as one of the largest municipalities in Miami-Dade County, our needs are quickly escalating. Accordingly, the Town is requesting an advance of an additional \$600,000. We would appreciate it if you could sponsor a Board of County Commissioners resolution to make this happen. As always, we greatly appreciate everything you do for us here in Cutler Bay.

Please feel free to call if you have questions about this or any other matter.

Sincerely,

  
Mayor John Cosgrove  
Town of Cutler Bay

cc: Mitchell A. Bierman, Esq.  
Steven Alexander, Interim Town Manager

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, URGING THE FLORIDA LEGISLATURE TO AMEND THE FWUA LEGISLATION TO AMEND THE ARBITRARY WINDSTORM "LINE" OF EAST OF U.S. HIGHWAY 1 AND EAST OF I-95 SO AS TO FAIRLY DISTRIBUTE RISK THROUGHOUT THE STATE; AND SEEKING SUPPORT FROM ALL NEIGHBORING COMMUNITIES WITH THIS INITIATIVE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The Florida Legislature in November 1993 created the Florida Hurricane Catastrophe Fund, under section 215.555, Florida Statutes, and also enacted the FWUA is an association of private insurers, under section 627.351(2), Florida Statutes, to provide hurricane and windstorm insurance to Florida residents who could not obtain an offer for coverage from another insurer; and

**WHEREAS**, the FWUA (Citizens Insurance) is the only available source of hurricane and windstorm insurance for thousands of residential property owners in Florida, for all residents East of US 1 and I-95, and provides windstorm insurance coverage for all properties east of this line, including the residents of the Town of Cutler Bay, who are not able to obtain an offer of coverage in the voluntary market; and

**WHEREAS**, there have been 27 tropical events during the 2005 hurricane season, including, but not limited to Hurricanes Katrina, Rita and Wilma; and,

**WHEREAS**, weather experts predict that the future hurricane cycle for the upcoming 20 years shall consist of higher strength and more frequent hurricane and tropic storm activities, as compared to the past 20-30 year cycle; and,

**WHEREAS**, based upon the foregoing, the insurance industry shall be increasing windstorm premiums for all Florida residents, and many insurance companies may be leaving the market; and,

**WHEREAS**, the FWUA arbitrary "windstorm insurance coverage line" requires a higher insurance premium, through Citizens Property Insurance, for all those properties east of the artificial line; and,



**WHEREAS**, continued existence of this arbitrary imaginary line, with no basis in science, which was created as a political compromise by the Florida Legislature and Florida Insurance Commissioner as part of the FWUA, shall inordinately burden those property owners east of the line, despite the fact that hurricanes affect all of Florida; and,

**WHEREAS**, due to the devastation from the past two years' of hurricane events that affected Florida, all properties east of this arbitrary line face a 40 to 50 percent increase in their insurance premiums; and,

**WHEREAS, in addition, due to the FWUA, all those properties West of the arbitrary line also shall have to pay a premium under the FWUA to help the state overcome the costs associated with the past few hurricane events, however the premium shall not be as costly for those West of the arbitrary line; and,**

**WHEREAS**, the elimination of the artificial and unscientific line would benefit all of Florida, as the line has outlived its usefulness; as elimination of the line would create a greater pool of insured persons; and ensure greater stability, security and protection for all of Florida.

**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.** The Town Council hereby requests and urges the Florida Legislature to remove the arbitrary line under the FWUA legislation so that the interests of all Florida residents are further protected and ensure that all residents can obtain affordable hurricane property damage insurance by creating a larger pool of insured persons, and provide greater stability, security and protection for all Florida property owners and urges all neighboring communities to support this effort.

**Section 3.** This resolution shall take effect immediately upon approval.

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

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

ATTEST:

\_\_\_\_\_  
ELIZABETH SEWELL, CMC  
Acting Town Clerk

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

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

FINAL VOTE AT ADOPTION:

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

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

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

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

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

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

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; PROVIDING FOR A DETERMINATION OF IMPRACTICABILITY AS TO COMPETITIVE BIDDING; AUTHORIZING THE ACTING TOWN MANAGER TO UTILIZE A TEMPORARY STAFFING AGENCY TO HIRE STAFF NECESSARY TO CONDUCT TOWN BUSINESS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the "Town") is engaged in the start-up of municipal government and the provision of initial government services; and

**WHEREAS**, it is necessary to utilize a temporary staffing agency to hire staff necessary for the efficient conduct of Town Business; and

**WHEREAS**, in accordance with Section 3.10 of the Town Charter, the Town Manager has made a written recommendation to the Town Council and the Town Council has determined that it is impracticable to competitively bid these items because of the immediate need to procure said items.

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

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

**Section 2.** The Acting Town Manager is authorized to utilize a temporary staffing agency to hire staff necessary for the efficient conduct of Town Business and the provisions of Section 3.10 of the Town Charter are hereby waived to the extent they require competitive procurement of the same.

**Section 3.** This resolution shall take effect immediately upon approval.

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

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

ATTEST:  
  
\_\_\_\_\_

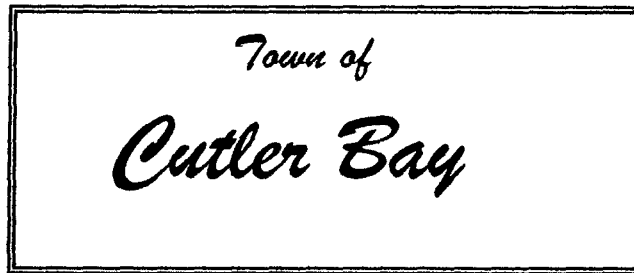
**Elizabeth Sewell, CMC  
INTERIM TOWN CLERK**

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

**INTERIM TOWN ATTORNEY**

**FINAL VOTE AT ADOPTION:**

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



## MEMORANDUM

To: Mayor and Council  
From: Steven Alexander, Town Manager  
Date: March 29, 2006  
Re: Temporary Employment Agency

For Council consideration please find this resolution which authorizes the Town Manager to utilize the company of Staffing Now, inc. for the purpose of securing temporary staff at a bill rate of \$14.40 - \$16.00/hour depending on qualifications and responsibilities. This amount is based on existing services being provided to the Village of Palmetto Bay. The bill rate is lower than that of Randstat which also submitted a quote.

Due to the impracticability of competitively bidding the services of a temporary staffing agency, I am proposing that the Town utilize this service for the purpose of hiring a receptionist immediately.

I hereby respectfully recommend the Council approve the attached resolution.

# STAFFING NOW, INC.

March 29, 2006

Ana Cecilia Velasco  
Town of Cutler Bay  
10720 Carribean Blvd Suite 105  
Cutler Bay, FL 33187

Dear Ana:

I would like to take this opportunity to thank you for considering Staffing Now, as a resource for your staffing needs. Our company places a high value on recruiting exceptionally talented individuals. This has been the foundation of our success and we are confident the staff we provide will have a positive impact on your results. Following are the hiring options and fees that we offer. I have provided a range depending on the candidate's that we have available.

**Temporary:** Bill Rate: \$14.40 - \$16.00/hour

**Temporary to Hire:** The bill Rate: \$14.40 – \$16.00/hour for 14 weeks (560 hrs) based on a 40/hr workweek with a \$750.00 conversion at the end. If you choose to convert the employee before the end of the 14 weeks it will be at 20% of annual salary pro-rated with the current time worked.

**Direct Hire:** 20% of the annual salary accompanied with a 30-day replacement guarantee when payment is submitted within 10 days of start date.

Bill rates include the cost of payroll; hourly rate of pay, FICA & match, Medicare, Worker's Compensation, Unemployment, Commercial Liability Insurance, Vacation, Holiday and other Benefits, and our overhead and expense associated with recruiting, screening and interviewing of candidates that match you requirements.

I look forward to developing and maintaining a mutually satisfying business relationship. I will forward a credit application, once we have found a candidate that you are interested in. If you have questions or if I can be of further assistance, please contact me at (305) 270-1338.

Sincerely,

*Oneida Valencia*

Oneida Valencia  
Staffing Manager

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

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING FINAL PLAT APPROVAL FOR HOMESTAR AT CUTLER BAY PALMS LLC, GENERALLY LOCATED NORTH OF SW 212<sup>TH</sup> STREET, WEST OF SW 92<sup>ND</sup> AVENUE, SOUTH OF SW 208<sup>TH</sup> STREET, AND EAST OF 97<sup>TH</sup> AVENUE, AS LEGALLY DESCRIBED IN EXHIBIT "A;" CONSISTING OF 104 SINGLE FAMILY HOMES ON APPROXIMATELY 22 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, prior to incorporation of the Town of Cutler Bay (the "Town"), Homestar at Cutler Bay Palms (the "Applicant") applied to Miami-Dade County (the "County") for approval of a final plat attached as Exhibit "B," for property legally described in Exhibit "A"; and

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

WHEREAS, the County approved the tentative plat on November 4, 2005; and

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

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

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

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

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

**Section 2.**     **Approval of Final Plat.** Pursuant to the requirements set forth in Chapter 28 "Subdivisions," Section 28-8 "Plats and Platting—Final Plat," of the County Code, the requested final plat, attached hereto as Exhibit "B," is hereby approved.

**Section 3.**     **Violation.** The Miami-Dade County Code of Ordinances, as applicable to the Town, functions as the Town's Code of Ordinances (the "Town Code"). Failure to adhere to the terms of approval shall be considered a violation of the Town Code. Persons found violating the approval shall be subject to the penalties prescribed by the Town Code including, but not limited to,

the revocation of the approvals granted by this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town before it may commence construction or operation, and this Resolution may be revoked by the Town Council at any time upon a determination that Applicant is not in compliance with the Town Code.

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

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

PASSED and ENACTED this \_\_\_\_ day of April, 2006.

\_\_\_\_\_  
JOHN F. COSGROVE  
Mayor

Attest: \_\_\_\_\_  
ELIZABETH SEWELL  
Interim Town Clerk

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

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

FINAL VOTE AT ADOPTION:

Mayor John F. Cosgrove \_\_\_\_\_  
Vice Mayor Paul Vrooman \_\_\_\_\_  
Council Member Timothy J. Meerbott \_\_\_\_\_  
Council Member Ernest Sochin \_\_\_\_\_  
Council Member Peggy Bell \_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Tracts 4 and 13, of Seminole Plains, according to the plat thereof as recorded  
Plat Book 20, Page 42, of the Public Records of Miami-Dade County, Florida.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING A COST RECOVERY ADMINISTRATIVE PROGRAM; PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS, the Town staff has conducted a review of costs incurred by the Town for the review of development approvals and for other Town programs and transactions; and**

**WHEREAS, the Town Council finds that existing fee schedules do not fully cover the Town's costs in administration and review of land development applications, preparation of documents regarding certain assistance programs, housing measures, and Town loan and economic development programs; and**

**WHEREAS, the Town Council finds that it is in the best interests of the Town for the Town to recover the costs for services relating to the review of applications for development approvals and for Town transactions from those persons deriving the benefit of the review and of the transaction, as provided herein; and**

**WHEREAS, the Town Council finds that adoption of these regulations is in the best interest and welfare of the citizens of the Town.**

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

**Section 1. Purpose, intent, applicability.**

**A. Intent. The intent of this Ordinance is to provide for a procedure for the recovery of costs related to the review of applications for development approval, real estate transactions, and economic development programs, such that those persons or entities that benefit from the Town's review and approval of these matters properly bear the costs of review.**

**B. Applicability of provisions. The cost recovery required herein shall not apply to applications or transactions that are originally initiated by or on behalf of the Town.**

**Section 2. Cost recovery.** The cost recovery administrative program is hereby created as follows:

A. **Cost Recovery.** To the extent that any application for review by the Town under the Town's Zoning Code or, except as otherwise specified below, other Town Code provisions which require review by Town staff, Town contractors, agents or consultants, the actual costs for such additional review shall be passed on to the applicant. Costs for the Town Attorney and/or any outside contractors, agents or consultants of Town shall be charged to the applicant in an amount equal to the actual hourly rate charged to the Town.

B. **Existing Miami-Dade County fee schedule not affected.** Fees charged by Miami-Dade County to process building permits and other development applications on the behalf of the Town shall not be affected by this Ordinance.

C. **Town preparation of real estate transactional documents.** Unless prohibited by law, in circumstances in which the Town prepares closing papers, deeds, or other documents in conjunction with Town programs such as in-fill lot housing or other housing measures, or for other matters in which the Town holds a lien and is requested to subordinate its position, the Town shall charge the applicant a reasonable fee as determined by the Town Manager in an amount equal to the actual costs of the Town for the preparation of such documents.

D. **Town loan and economic development programs.** In cases where the Town prepares loan documents, liens, mortgage papers, subordination documents and other such documents in conjunction with or resulting from Town loan and economic development programs, the Town shall charge the applicant a reasonable fee as determined by the Town Manager in an amount equal to the actual costs of the Town for the preparation of such documents.

**Section 3. Fees for public hearings and other items.**

Application fees for public hearings and other items involving Town action or review shall be adopted by resolution of the Town Council.

**Section 4. 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 5. Repealer.**

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

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

PASSED and ENACTED this \_\_\_\_ day of April, 2006.

\_\_\_\_\_  
JOHN F. COSGROVE  
Mayor

Attest: \_\_\_\_\_  
ELIZABETH SEWELL  
Interim Town Clerk

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

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

FINAL VOTE AT ADOPTION:

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

Vice Mayor Paul Vrooman \_\_\_\_\_

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

Council Member Ernest Sochin \_\_\_\_\_

Council Member Peggy Bell \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IMPLEMENTING THE PROVISIONS OF SECTION 286.0115, FLORIDA STATUTES, TO ESTABLISH A PROCEDURE GOVERNING EX PARTE COMMUNICATIONS WITH LOCAL PUBLIC OFFICIALS CONCERNING QUASI-JUDICIAL MATTERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay, Florida (the "Town") desires to implement Section 286.0115(1) Fla. Stat., by establishing a process to disclose ex parte communications (communications made on behalf of one side only without the presence of the other side) with local public officials; and

WHEREAS, the Town Council finds that adoption of these regulations is in the best interest and welfare of the citizens of the Town.

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

**Section 1.** The above recitations are true and correct and are incorporated into this ordinance by this reference.

**Section 2. Communications with The Town Council.** Communications with local public officials [as defined in Sec. 286.0115(1)(b), Fla.Stat. (1997) ], regarding quasi-judicial matters [as defined in Board of County Commissioners of Brevard County v. Snyder, 627 So.2d 469 (Fla. 1993)], including the adjudication of the rights of persons and the application of a general rule or policy to a specific individual, property, interest or activity shall be governed by the following procedure:

A. Any person not otherwise prohibited by statute, charter provision, or ordinance may discuss with any local public official representing the Town the merits of any matter on which action may be taken by any board, council or commission on which the local public official is a member. Such communication shall not raise any presumption of prejudice provided that the following process of disclosure occurs:

1. The subject and substance of any ex parte communication with a local public official representing the Town which relates to quasi-judicial action pending before the official, as well as the identity of the person, group or entity with whom the communication took place, is disclosed and made a part of the record before final action is taken on the matter.

2. A local public official representing the Town may read a written communication from any person; however, a written communication that relates to quasi-judicial action pending before such official shall be made a part of the record before final action is taken on the matter.

3. A local public official representing the Town may conduct investigations, make site visits and receive expert opinions regarding quasi-judicial action pending before him or her, provided that such activities and the existence of such investigations, site visits, or expert opinions is made a part of the record before final action is taken on the matter.

4. Disclosure made pursuant to paragraphs (1), (2) and (3) above must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication.

**Section 3. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Inclusion in the Code.** It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town Code and 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 5. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

PASSED and ENACTED this \_\_\_\_ day of April, 2006.

\_\_\_\_\_  
JOHN F. COSGROVE  
Mayor

Attest: \_\_\_\_\_  
ELIZABETH SEWELL  
Interim Town Clerk

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

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

FINAL VOTE AT ADOPTION:

- Mayor John F. Cosgrove \_\_\_\_\_
- Vice Mayor Paul Vrooman \_\_\_\_\_
- Council Member Timothy J. Meerbott \_\_\_\_\_
- Council Member Ernest Sochin \_\_\_\_\_
- Council Member Peggy Bell \_\_\_\_\_

*Town of*  
***Cutler Bay***

## MEMORANDUM

To: The Honorable Mayor and Councilmembers  
Town of Cutler Bay

From: Mitchell Bierman, Interim Town Attorney

Re: Ex-Parte Communications on Quasi-Judicial Land Use Matters

Date: April 6, 2006

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We have prepared the attached ordinance addressing disclosure of ex-parte communications regarding quasi-judicial proceedings and land use matters. An explanation follows.

### **I. QUASI-JUDICIAL BOARDS AND PROCEEDINGS FOR LAND USE MATTERS**

The Town's Local Planning Agency ("LPA") and, in certain situations, the Town Council are considered to be quasi-judicial boards of the Town. This means that the LPA and the Town Council will be conducting quasi-judicial proceedings. As Councilmembers, you are most familiar with legislative decision making, in which you are asked to create a general rule or policy to govern the conduct of those within the Town. In contrast, a quasi-judicial proceeding is one that determines the rights of some individual person or business by applying that legislative rule of Town-wide application to the particular facts and circumstances of an individual case. In the area of land use, all comprehensive planning decisions are considered to be legislative. Most zoning decisions are considered to be quasi-judicial proceedings; a few, such as a Town-wide enactment of zoning, are likely to be considered legislative. Decisions on special permits, such as variances and building permits, are quasi-judicial.

Members of quasi-judicial boards are subject to certain restrictions when it comes to communications concerning matters under consideration. Such contacts are considered "ex-parte



communications."<sup>1</sup> Since it is possible that applicants or other interested persons may seek to contact (or already have contacted) you to discuss the merits of development applications, the Council should address what, if any, communications will be allowed between the Councilmembers and an applicant, as well as communications with the general public.

#### **A. WHAT IS AN EX-PARTE COMMUNICATION?**

An ex-parte communication is any communication, whether written or oral, between a Councilmember or other quasi-judicial board member and any person regarding the subject matter of any application that is, or foreseeably will be, heard in a quasi-judicial proceeding. Site visits and review of expert opinions are also considered ex-parte communications.

Currently, you must refrain from all ex-parte contacts with applicants or other interested persons regarding development applications, in order to avoid creating a legal presumption that your future decision on these applications is prejudiced by the contact.<sup>2</sup> However, as discussed below, the Town Council may remove this presumption of prejudice by adopting an ordinance or resolution establishing a process to allow ex-parte communications related to quasi-judicial proceedings.

##### **i. JENNINGS V. METROPOLITAN DADE COUNTY**

The leading case dealing with the issue of ex-parte communications and quasi-judicial boards is Jennings v. Metropolitan Dade County, 589 So. 2d 1337 (Fla. 3<sup>rd</sup> DCA 1991), rev. den., 598 So.2d 75 (Fla. 1992). In Jennings, the court disapproved of ex-parte communications and found them to be inherently improper because they violated the concept of fundamental due process, the cornerstone of quasi-judicial proceedings. The court further found that the existence of an ex-parte communication creates a presumption that the communication is prejudicial. As a result, any aggrieved party that objects to the ex-parte communication is entitled to an entirely new hearing unless it can be successfully proven that the communication was not, in fact, prejudicial.

While the types of matters which are subject to the rules put forth in the Jennings case are not clearly and consistently defined by the law, at a minimum the following matters are considered by courts to be quasi-judicial in nature:

site specific rezonings, special exceptions, variances, site plan approvals, conditional uses, and code enforcement proceedings.<sup>3</sup>

##### **ii. SECTION 286.0115(1), FLORIDA STATUTES: ACCESS TO LOCAL PUBLIC OFFICIALS LAW.**

Due in large part to the Jennings decision, in 1995 the Florida Legislature enacted Section 286.0115, Florida Statutes, titled "Access to Local Public Officials". This law allows a municipality to

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<sup>1</sup> / "Ex-Parte" is defined as: on one side only; by or for one party; done for, in behalf of or on the application of, one party only. Black's Law Dictionary, 5<sup>th</sup> Edition. In other words, when the prosecutor talks to the judge in the absence of the defense attorney about the case against the accused, it is an ex parte contact.

<sup>2</sup> / The Town Charter provides for the continued applicability of Miami-Dade County ordinances until replaced or superceded by the Town's own ordinances. Miami-Dade County has not adopted any rules removing the presumption of prejudice and allowing ex-parte communications with members of quasi-judicial boards.

<sup>3</sup> / Board of County Commissioners of Brevard County v. Snyder; 627 So. 2d 469 (Fla. 1993); Irvine v. Duval County Planning Commission, 495 So. 2d 167 (Fla. 1986); Park of Commerce Associates v. Town of Delray Beach, 636 So. 2d 12 (Fla. 1994); Chapter 162, Fla. Stat. (2000).

adopt an ordinance or resolution removing the presumption of prejudice from ex-parte communications with local public officials.

By definition, this statute covers all elected or appointed officials holding a municipal office who recommend or take quasi-judicial action as a member of a board or council. It allows any person to engage in ex-parte discussions regarding the merits of quasi-judicial matters with a Councilperson so long as the Councilperson discloses, on the record, the existence of the ex-parte communication. This disclosure must be made before or during the public meeting at which any final action is taken on the matter in order for the presumption of prejudice to be removed. The Councilperson must disclose the communication and the identity of the person, group, or entity with whom the communication took place. This procedure allows an applicant or an affected party with a differing opinion a reasonable opportunity to refute or respond to the substance of the ex-parte communication.

In order to allow any form of ex-parte communication or site visit without creating the presumption of prejudice, the Council is required to adopt an ordinance or resolution specifying what, if any, ex-parte communication is allowed.

iii. **ORDINANCE REGARDING EX-PARTE COMMUNICATIONS.**

Attached for your consideration is a proposed ordinance authorizing ex-parte communications so long as the communications are properly disclosed. Alternatively, the Council may elect to maintain the current practice followed by the County and prohibit all ex-parte communications in accordance with the court's ruling in the Jennings case.

B. **GUIDANCE FOR COMPLYING WITH JENNINGS.**

Until such time as the Town Council enacts its own rules governing ex-parte communications, the rule of law set forth in the Jennings decision applies. Any correspondence received by a Councilmember regarding a quasi-judicial application must be forwarded to the Town Clerk. In the event that someone attempts to contact you about a quasi-judicial matter outside of a public meeting, we recommend that you ask them to put their concerns in writing and forward their written documents to the Town Clerk. The Clerk will then make their correspondence part of the record on that application. Additionally, when the application is subsequently heard before the LPA or the Town Council, each Councilmember should state on the record the existence of the ex-parte communication, the nature of the communication, and the name of the person who contacted you. You should also state whether or not the ex-parte communication affects your ability to consider the evidence presented impartially.

Finally, even if the Town Council establishes a process to allow ex-parte communications on quasi-judicial matters, Councilmembers must comply with the Florida Government in the Sunshine Law. As is required on any issue that might come before the Council for consideration, Town Councilmembers may only discuss quasi-judicial matters with each other at a public meeting.

**ORDINANCE NO. 06-**

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE OFFICIAL SEAL OF THE TOWN OF CUTLER BAY; DESIGNATING THE TEMPORARY OFFICIAL SEAL OF THE TOWN OF CUTLER BAY; PROVIDING FOR USE AND PENALTIES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Town Council of the Town of Cutler Bay desire to designate the official Town seal for the execution and authentication of municipal deeds, contracts, ordinances, resolutions and other documents; and

WHEREAS, the designated official seal is temporary and shall be changed upon the selection of a permanent seal; and

WHEREAS, Article VIII, Section 8.8 of the Town Charter empowers the Council to enact emergency ordinances to effect the transition to municipal government, and provides that transitional ordinances shall be effective for a period of no longer than 180 days from the date of enactment, unless the ordinance is re-enacted and the emergency seal was previously adopted pursuant to said Charter provision and the Council now desires to reenact the Ordinance as a permanent ordinance 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. Town Seal.** Chapter 2 of the Code of Ordinances of the Town of Cutler Bay is created and entitled "Town Seal" to read as follows:

Chapter 2  
TOWN SEAL

2.1 Designation. As used in this chapter, the temporary official seal of the Town shall mean the following identifying symbol.

2.2 Execution and acknowledgment of written instruments. Whenever it shall be necessary for the Town, under the authority of its Town Council, its charter or its code and the general laws of the State of Florida, to execute and/or authenticate deeds, contracts, ordinances, resolutions and other documents on behalf of the Town, the official seal of the town shall be affixed to the document.

2.3 Prohibition. It shall be unlawful and a violation of Chapter 2 of the Town Code for any person to print for the purpose of sale or distribution or to circulate, manufacture, publish, use, display or offer for sale any letters, papers, documents or items of merchandise which simulate the official seal of the Town or the stationery of an official, department or instrumentality of the Town without the expressed written authority of the Town Council or its designee. Pursuant to Florida Statute Section 165.043, the unauthorized use or reproduction of the Seal constitutes a second degree misdemeanor, punishable as provided in Florida Statute Sections 775.082 and 775.083.

2.4 Exceptions. This chapter shall not be applicable to the Town or its departments, instrumentalities, quasi-judicial and advisory bodies acting within the scope of their official capacities.

**Section 2. Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

**Section 3. Inclusion in the Code.** This ordinance shall be codified and included in the Code of Ordinances.

**Section 4. 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 5. Effective Date.** This ordinance shall take effect immediately upon enactment.

PASSED and ENACTED this \_\_\_\_ day of April, 2006.

---

JOHN F. COSGROVE  
Mayor

Attest: \_\_\_\_\_  
ELIZABETH SEWELL, CMC  
Interim Town Clerk

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

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

FINAL VOTE AT ADOPTION:

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

Vice Mayor Paul Vrooman \_\_\_\_\_

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

Council Member Ernest Sochin \_\_\_\_\_

Council Member Peggy Bell \_\_\_\_\_

**ORDINANCE NO. 06-0**

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING THE URBAN CENTER DISTRICT (UCD) FOR THE AREA GENERALLY LOCATED SOUTH OF THE INTERSECTION OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE (HEFT) AND U.S. 1, WEST OF THE HEFT TO THE TOWN LIMITS, AND NORTH OF THE C-1 CANAL (BLACK CREEK CANAL); PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, from September 28 through October 4, 2002, the citizens of the Town of Cutler Bay (the "Town") and surrounding unincorporated areas of Miami-Dade County participated in the seven-day Cutler Ridge Charrette, to create a vision for the area generally located south of the intersection of the Homestead Extension of the Florida Turnpike (HEFT) and U.S. 1, west of the HEFT to the Town limits, and north of the C-1 Canal (Black Creek Canal); and

WHEREAS, during this charrette, this area was envisioned to be the future location of a pedestrian friendly, mixed-use, high density downtown for the Town; and

WHEREAS, the Urban Center District (the "UCD") regulations have been created in order to help implement this vision; and

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

WHEREAS, the Town Council, sitting as the Local Planning Agency, reviewed this application at its March 16, 2006 meeting, and voted to recommend approval of this Ordinance; and

WHEREAS, the Town Council finds that the UCD land development regulations are consistent with the Miami-Dade County's Comprehensive Development Master Plan, which now functions as the Town's Comprehensive Plan; and

WHEREAS, the Town Council finds that adoption of these regulations is in the best interest and welfare of the citizens of the Town.

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

**Section 1. Purpose, intent, applicability.**

A. Intent. The intent of this Ordinance is to create regulations that may be applied to the Urban Center District (UCD), generally located south of the intersection of the Homestead Extension of the Florida Turnpike (HEFT) and U.S. 1, west of the HEFT to the Town limits, and north of the C-1 Canal (Black Creek Canal).

B. Landscape Regulations. The regulations contained in Chapter 33, Zoning Code, and Chapter 18A, Landscape Code, of the Miami-Dade County Code of Ordinances (the “County Code”) shall apply to the UCD, except as otherwise added to or modified herein.

C. Illustrative Map. The Illustrative Master Plan (Figure 1) illustrates the citizens’ vision and may be used to interpret the provisions of this Ordinance. However, the text of this Ordinance shall govern where the Illustrative Master Plan conflicts with the text of this Ordinance.

D. Legal Description.

A portion of Sections 6, 7, & 8 Township 56 South Range 40 East, all lying in Miami-Dade County Florida being more particularly described as follows:

Begin at the intersection of the East Right-of-Way of South Miami-Dade Busway and the West Limited Access Right-of-Way of the Homestead Extension of Florida’s Turnpike – State Road # 821 (HEFT).

Thence continue Southeasterly along the West Limited Access Right-of-Way of State Road # 821 (HEFT) on a prolongation through Sections 6,7, & 8 Twp. 56 South Rge. 40 East to a point of intersection with the centerline of Black Creek Canal (C-1).

Thence Westerly following the centerline of Black Creek Canal (C-1) to the intersection with the West line of the Southeast one quarter of Section 7, Township 56 South, Range 40 East, Miami-Dade County, Florida, lying in SW 112 Avenue (Allapattah Road);

Thence Northerly along the West line of the Southeast one quarter and the West line of the Northeast one quarter of said Section 7 (SW 112 Avenue and its Northerly extension) to the intersection with the Southeasterly Right-of-Way line of the South Miami-Dade Busway;

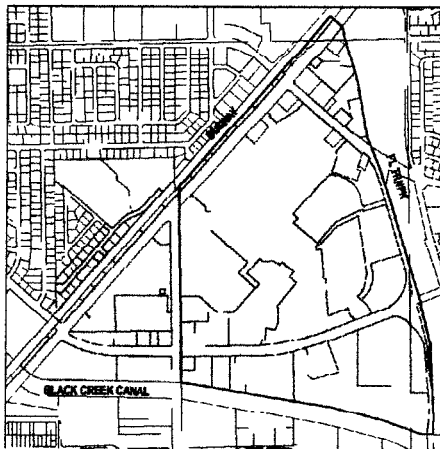
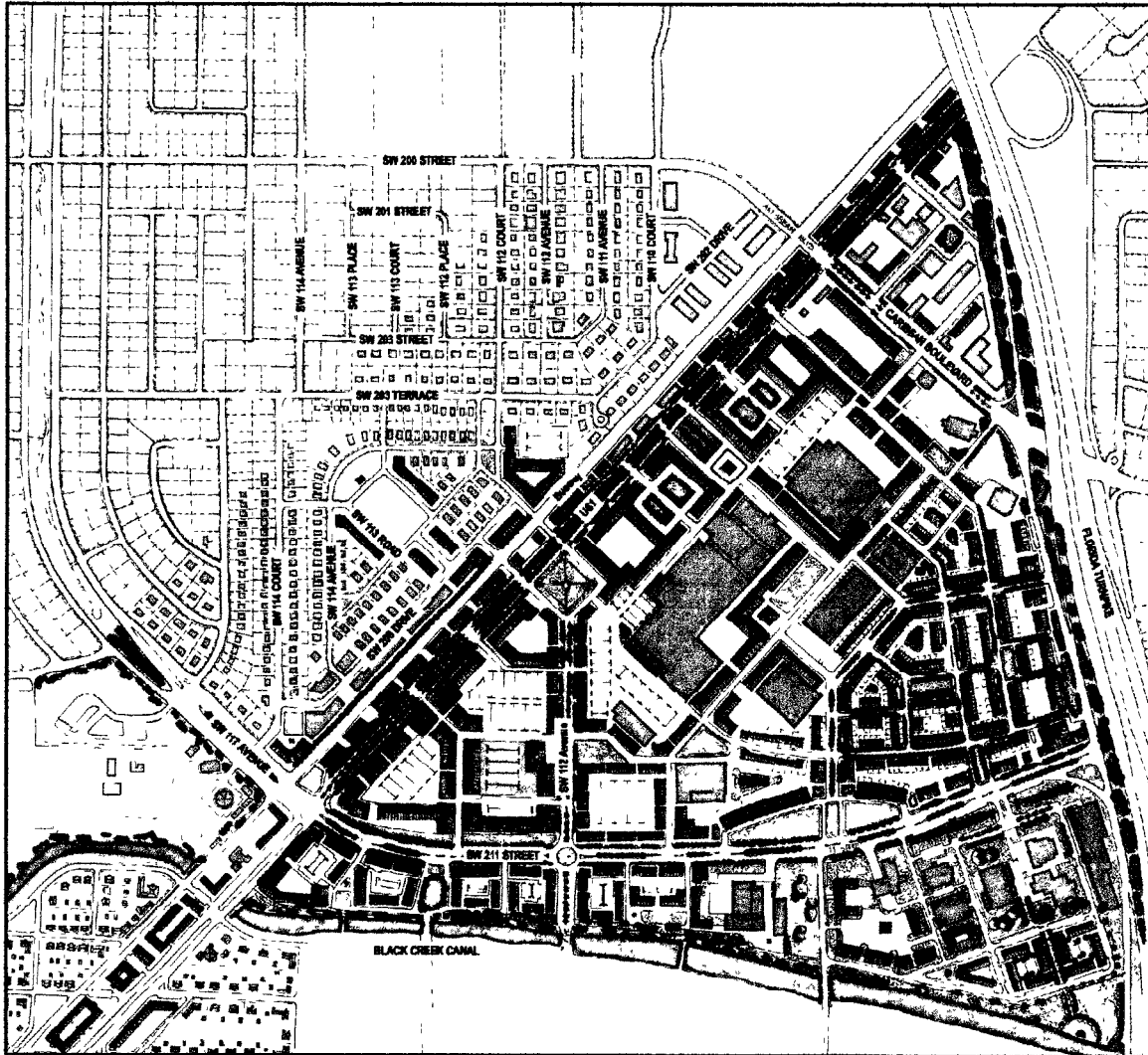
Thence Northeasterly along the Southeasterly Right-of Way line of the South Miami-Dade Busway across Sections 7, 6 and 5 Township 56 South, Range 40 East, Miami-Dade County, Florida, to the point of beginning.

Full scale maps of the Illustrative Master Plan presented in Figure 1, as well as all the Regulating Plans and Street Development Parameters figures in this Ordinance, are on file with the Town Clerk.

E. Applicability. No provision in this Ordinance shall be applicable to any property lying outside the boundaries of the UCD. No property lying within the boundaries of the UCD shall be entitled to the uses or subject to the regulations provided in this Ordinance until an application for a rezoning to UCD has been filed, heard, and approved by the Town Council. Only the provisions of the County Code, which existed as of the date of incorporation of the Town, shall be applicable to the Town.








**Figure 1: Illustrative Master Plan**



**ILLUSTRATIVE PLAN**

**KEY**

-  MUC Area
-  Proposed Buildings
-  Existing Buildings
-  Miami Dade County
-  Town of Cutler Bay



**MUC Boundary Plan**

**Section 2. Uses.** The following uses are permitted within the UCD:

A. **Permitted Uses.** Except as provided herein, all permitted, conditionally permitted, and temporary uses within the UCD shall comply with Section 33-284.83 of the County Code. In addition to all uses permitted in the Industrial District (ID) under Section 33-284.83 of the County Code, all uses permitted in the Mixed-Use Corridor (MC) shall be permitted within the Industrial District (ID).

B. **Conditionally Permitted Uses.** In addition to the conditionally permitted uses in Section 33-284.83(B) of the County Code, the following conditional use shall be permitted subject to the administrative approval of a site plan, pursuant to section 33-284.88 of the County Code, to assure compliance with the requirements established herein:

1. Automobile new sales agency shall be permitted only upon approval after public hearing, provided that the following conditions are also satisfied:

a. The building shall comply with the Building Placement and Street Type Development Parameters and the General Requirements in Section 33-284.85-86 of the County Code and as established by the Land Use Frontage and Sub-districts Regulating Plans adopted in Section 3 of this Ordinance.

b. All outdoor paging or speaker systems shall be prohibited.

c. Repair work of any type shall not be permitted on premises, unless approved after public hearing and maintained within an enclosed building and screened from the street.

d. The applicant shall obtain a certificate of use and occupancy, which shall be automatically renewable yearly upon compliance with all applicable terms and conditions.

**Section 3. Regulating Plans.**

The Regulating Plans consist of the following controlling plans, as defined and graphically depicted in this section.

A. **Street Types Plan.** The Street Types Plan, which establishes a hierarchy of street types in existing and future locations. The five Street Types and the hierarchy of streets (from most important to least important in accommodating all types of activity) are U.S. 1, Main Street, Boulevard, Minor Street, and Service Road.

A. Sub-districts Plan. The Sub-districts Plan, which delineates 3 Sub-districts: Core, Center and Edge These Sub-districts shall regulate the allowable intensity of development in accordance with the Miami Dade County Comprehensive Development Master Plan and this Ordinance.

B. Land Use Frontage Plan. The Land Use Frontage Plan, which delineates the areas where specified land uses and development of various types and intensities shall be permitted.

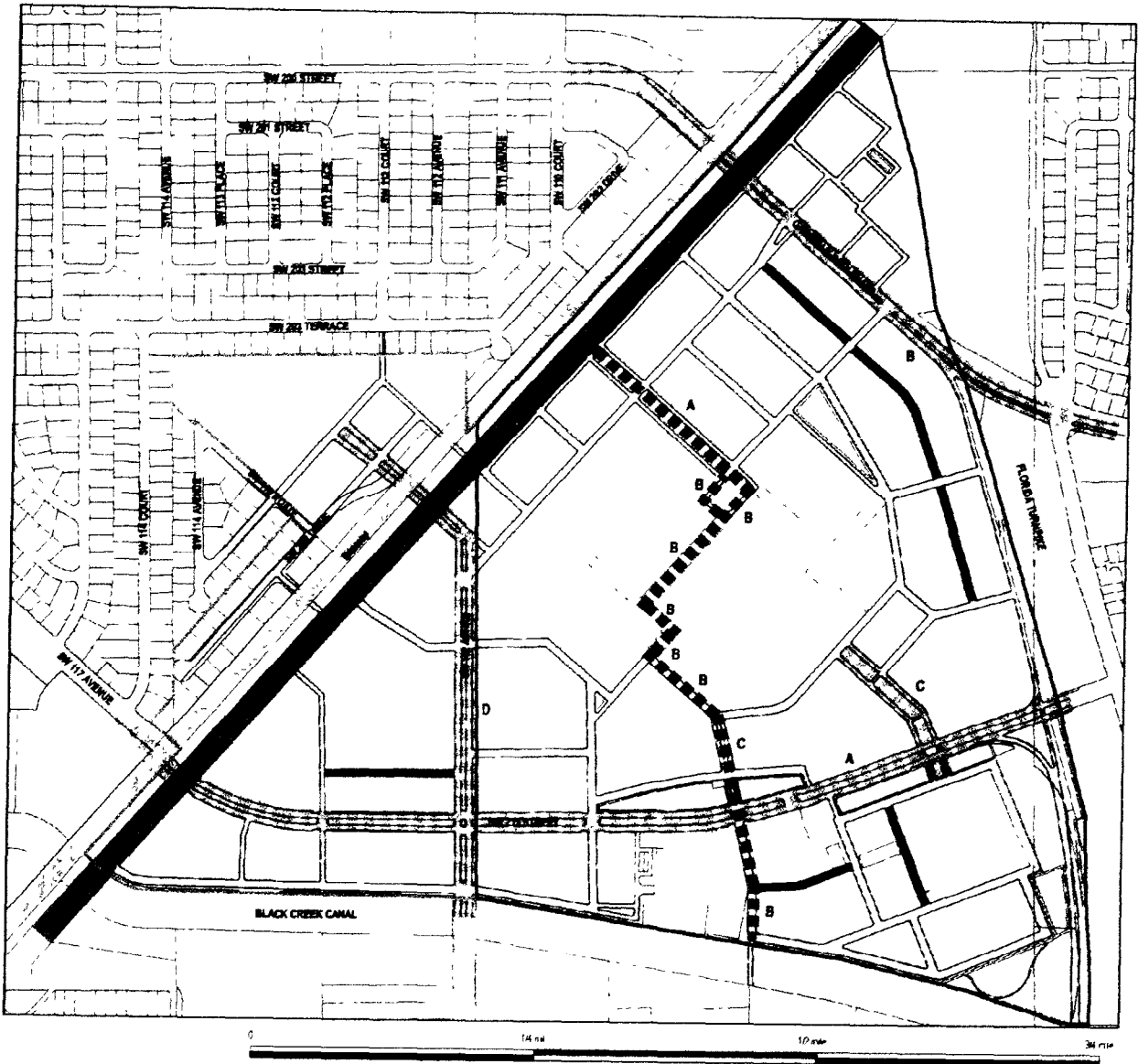
C. Building Heights Plan. The Building Heights Plan, which establishes the minimum and maximum allowable number of stories.

D. Designated Open Space Plan. The Designated Open Space Plan, which designates open spaces The designated open spaces shall be controlled by anchor points.

E. New Streets Plan. The New Streets Plan, which shows the location and the number of new streets needed to create the prescribed network of streets within the UCD. All new "A" streets shall be required in the same general location as shown on the New Streets Plan. All "B" streets shall be located as provided in Section 33-284.86(F) of the County Code









F. Bike Route Plan. The Bike Route Plan, which depicts the designated bike routes, including the bike facility requirements if any, which shall be shown in all development plans.

# Street Types Plan



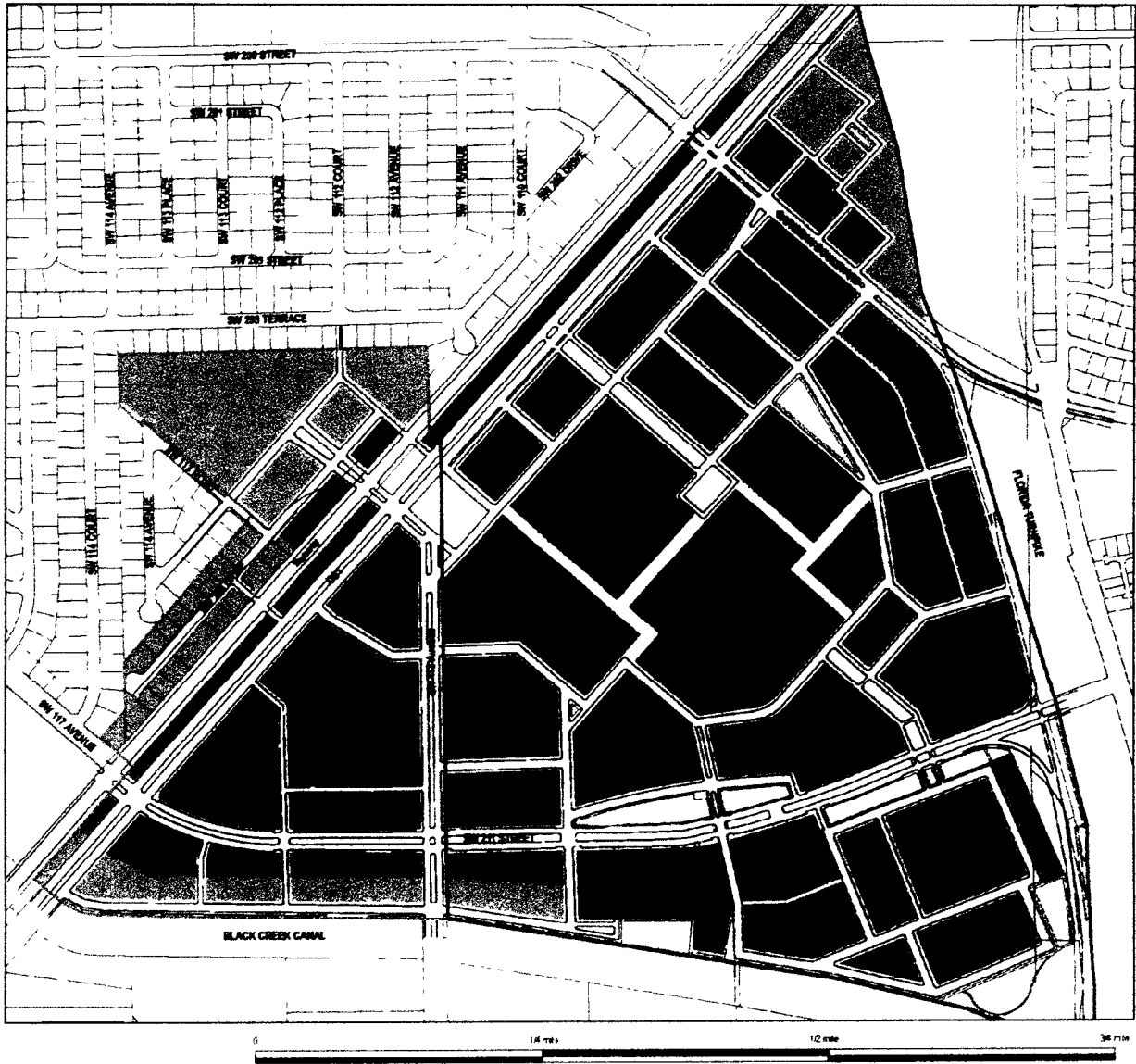
## STREET TYPES

### KEY

- |   |  |   |                    |
|---|--|---|--------------------|
|  | US Highway 1 / SR 5                                    |  | Miami Dade County  |
|  | South Miami-Dade Busway                                |  | Town of Cutler Bay |
|  | Main Street  |   |                    |
|  | Boulevard  |   |                    |
|  | Minor Street   |   |                    |
|  | Service Roads<br>Core and Center Sub-district required |   |                    |








# Sub-Districts Plan



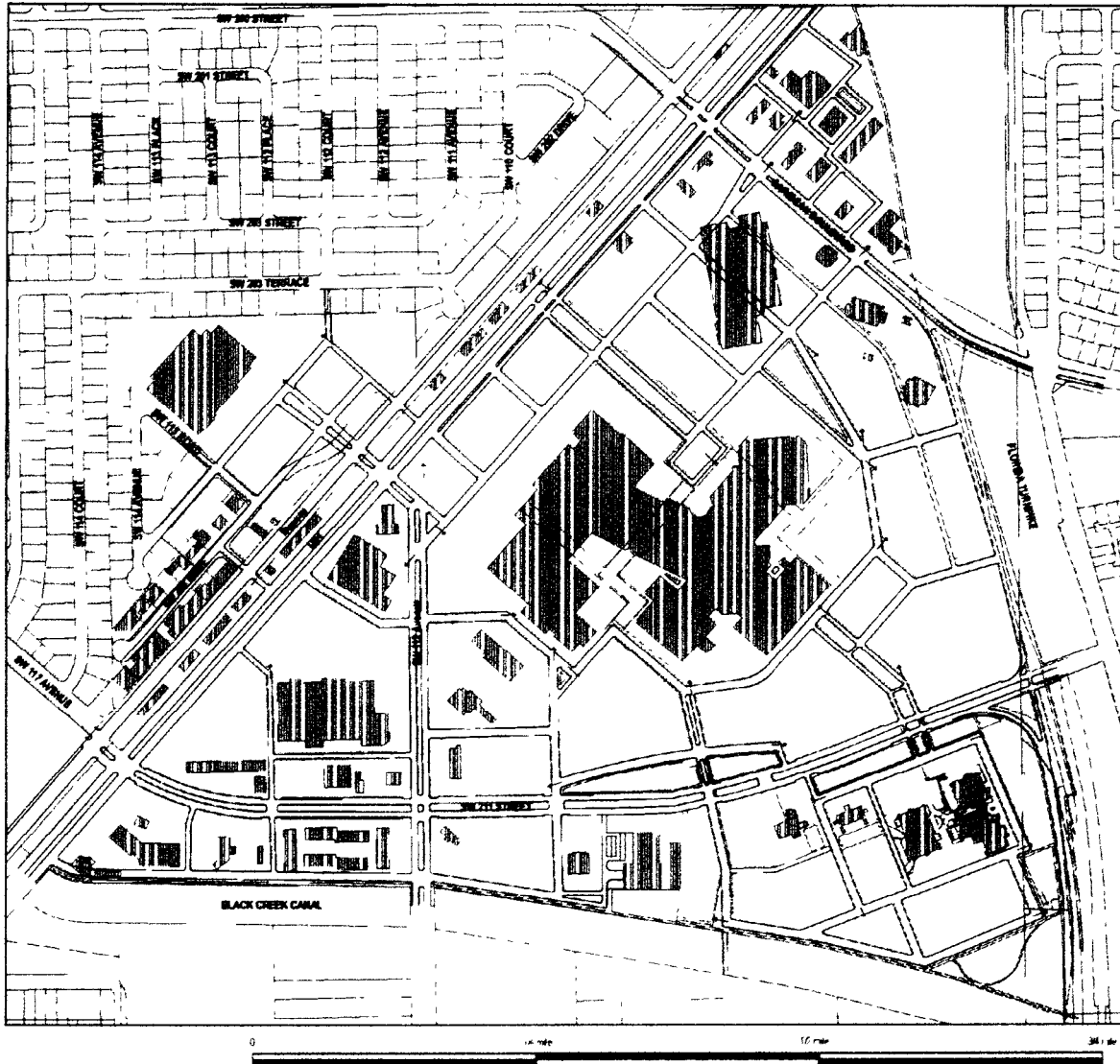
## SUB-DISTRICTS

### KEY

-  Core Sub-District
-  Center Sub-District
-  Edge Sub-District
-  Miami Dade County
-  Town of Cutler Bay



# Land Use Frontage Plan



## LAND USE FRONTAGE

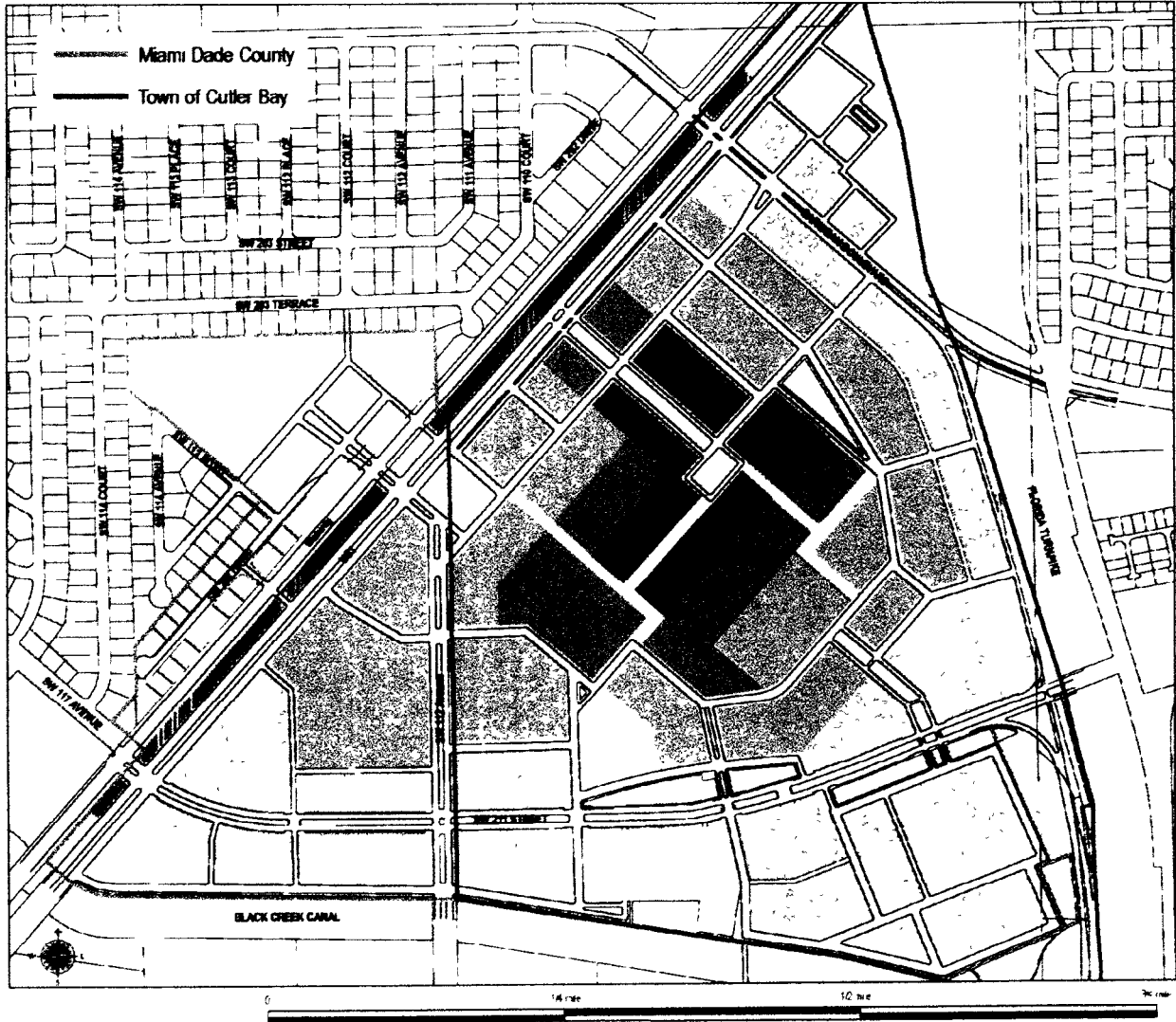
See Section 33-284.83 and 284.99.7 of this code for specific permitted uses in each land use area

### KEY

- |  |  |
|--|--|
| <p>-----</p> <p><b>MM Mixed-use (Main Street)</b> Minimum 1st floor - businesses, professional offices, civic, education and government offices. 2nd floor and above - residential and live-work units. (For permitted density see Building Heights Regulating Plan)</p> <p>-----</p> <p><b>MO Mixed-use Optional</b> 1st floor (optional) - businesses, live-work professional offices, civic, education and government offices, all floors - residential. (For permitted density see Building Heights Regulating Plan)</p> <p>-----</p> <p><b>MC Mixed-use Corridor</b> Residential, businesses, professional offices, civic, education and government offices. (For permitted density see Building Heights Regulating Plan)</p> | <p>-----</p> <p><b>No Frontage Required</b></p> <p><b>ID Industrial District</b> In all floors - IU-1 uses and live-work units. In addition, all uses permitted in the MC category.</p> <p><b>I Institutional</b> Civic, education and government offices.</p> <p><b>RM Residential Modified</b> Rowhouse and small apartments. (For permitted density see Building Heights Regulating Plan)</p> <p>←</p> <p><b>Street Vista</b></p> <p>█</p> <p><b>Existing Buildings</b></p> |
|--|--|



# Building Heights Plan



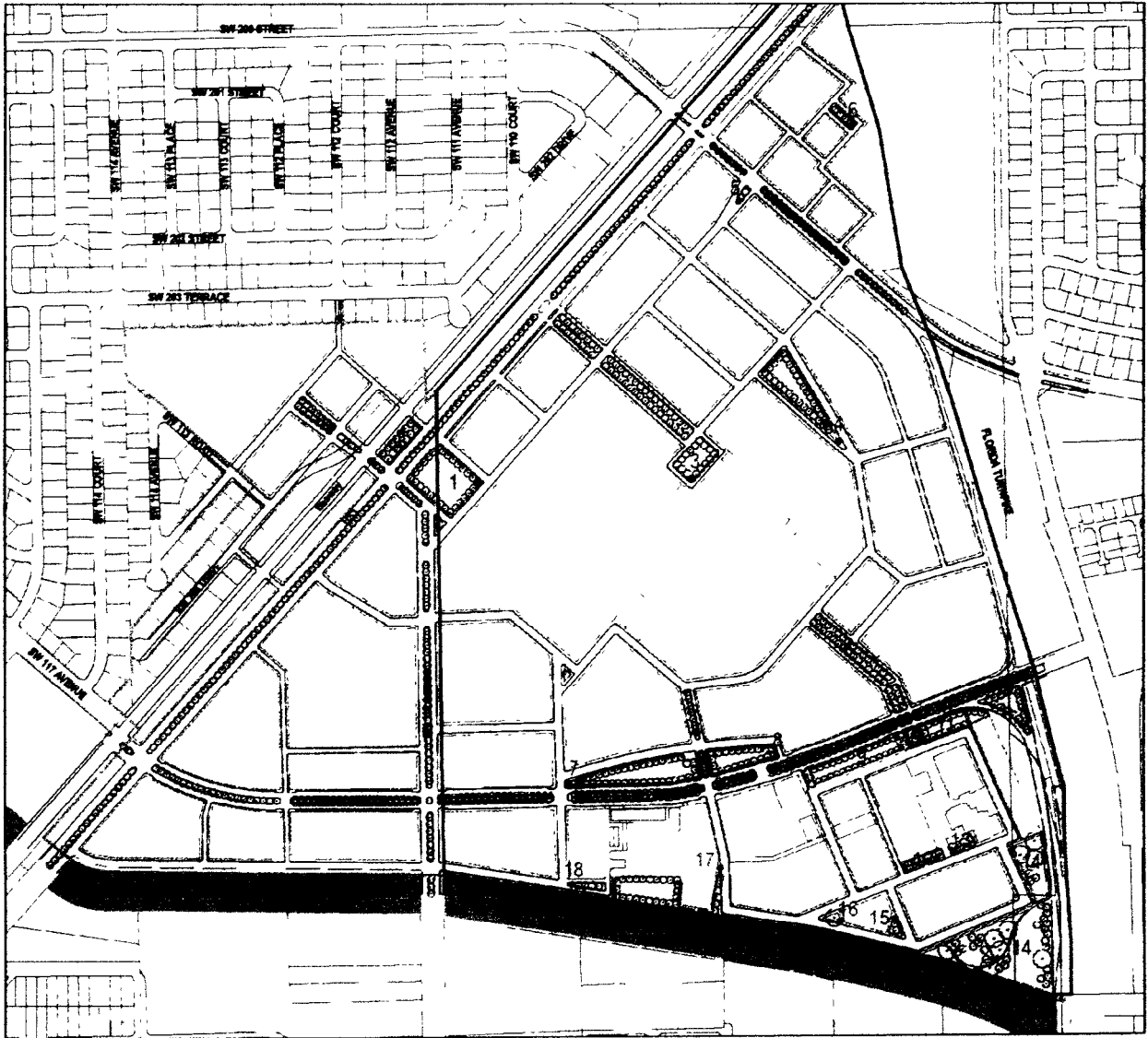
## BUILDING HEIGHTS

Key	Pedestal		Tower		Penthouse		Density Permitted**	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
	6 stories	8 stories	N/A	12 stories	N/A	5 stories	N/A	N/A
	6 stories	8 stories	N/A	10 stories	N/A	N/A	N/A	N/A
	6 stories	8 stories	N/A	N/A	N/A	N/A	N/A	N/A
	2 stories	8 stories						
	3 stories	6 stories	N/A	N/A	N/A	N/A	12 units/acre net	52 units/acre net or 60 units/acre net*
	2 stories	6 stories						
	2 stories	4 stories	N/A	N/A	N/A	N/A	12 units/acre net	36 units/acre net
	1 story	2 stories	N/A	N/A	N/A	N/A	8 units/acre net	18 units/acre net

\* with purchase of SUR (Severable Use Right as provided for in Sections 33B-41 to 33B-47 of this code) at the rate of 2 residential credits/SUR

\*\* Where residential uses are permitted (Pending Legal Review)

# Designated Open Space Plan



## DESIGNATED OPEN SPACE

### KEY

Open Space G Green, S Square, P Plaza	●	Anchor Point
Black Creek Canal	-----	Miami Dade County
	=====	Town of Cutler Bay

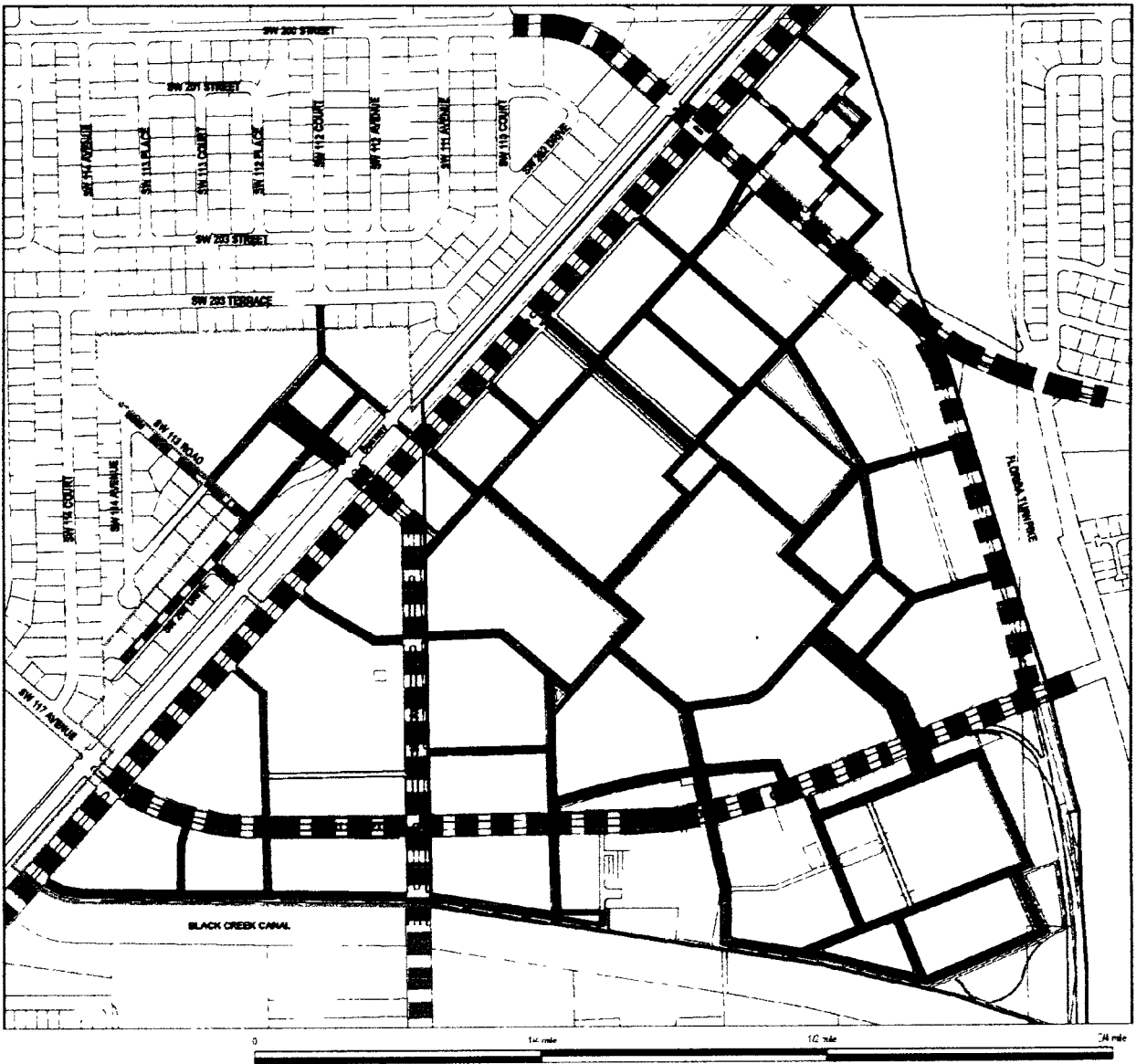
No	Type	Area
1	S	52,800 sqft
2	S	10,836 sqft
3	P	21,600 sqft
4	G	37,500 sqft
5	G	2,000 sqft
6	G	5,800 sqft
7	G	42,500 sqft
8	G	24,400 sqft
9	G	31,200 sqft
10	G	2,300 sqft
11	G	14,100 sqft
12	P	6,800 sqft
13	P	6,100 sqft
14	G	182,300 sqft
15	S	5,400 sqft
16	S	8,200 sqft
17	S	11,000 sqft
18	G	2,200 sqft

The open space, where an anchor point is shown, shall provide the general square footage shown in this Designated Open Space Plan.

The open space, where an anchor point is not shown, shall be developed as per this code and the Street Type Development Parameters.










# New Street Dedications Plan



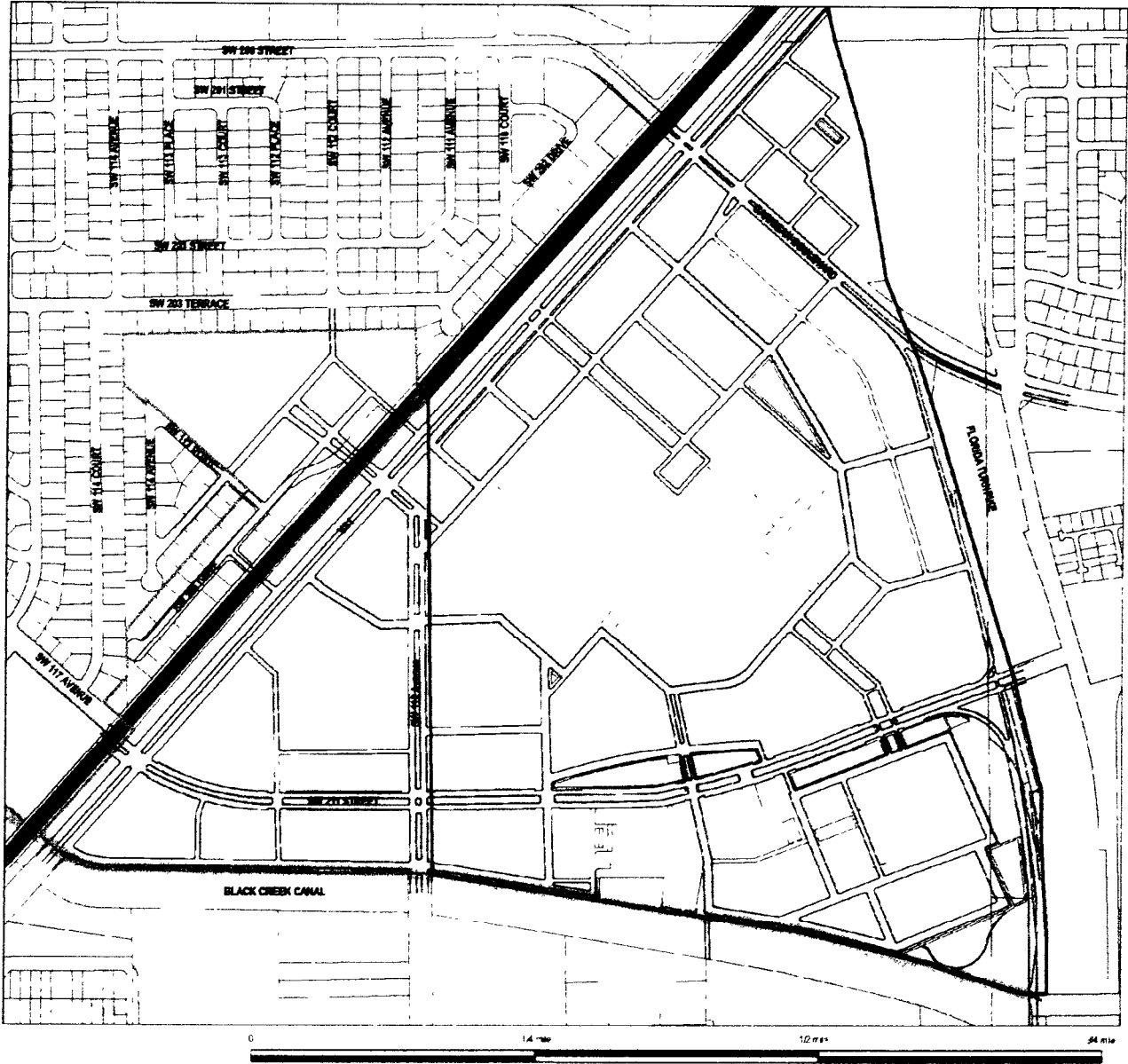
## NEW STREETS

Note: New streets allocated are based on the charrette illustrative plan and are approximate.

### KEY





-  New "A" Streets
-  Existing "A" Streets
-  New "B" Streets
-  Existing "B" Streets
-  Property Ownership Pattern at time of charrette
-  Miami Dade County
-  Town of Cutler Bay

# Bike Route Plan



## Bike Route

### KEY

-  South Dade Trail (Park and Recreation Greenway Plan)
-  Black Creek Linear Park (Park and Recreation Greenway Plan)
- Signage designating the above shown streets/corridors as bike routes shall be provided where appropriate
-  Miami Dade County
-  Town of Cutler Bay

**Section 4. Building Placement and Street Type Development Parameters.**

A. **Building Placement and Design Parameters.** All new development and redevelopment within the UCD shall comply with the Building Placement and Design Parameters as provided in Section 33-284.85 of the County Code, except that the properties between the South Miami-Dade Busway and U.S.1, shall be exempt from the minimum frontage requirements. In addition, for properties between the South Miami-Dade Busway and U.S.1, parking shall be accessed from U.S.1, and the vehicular entry way shall be a maximum of thirty-three (33) feet.

B. **Street Types Parameters.** All new development and redevelopment within the UCD shall comply with the Street Types Parameters as provided herein:

Street type	Minimum Required Configuration	
	Core/Center	Edge
U.S. 1	As provided in this Ordinance	
Main Street	As provided in this Ordinance	
Boulevard	As provided in this Ordinance	
Minor Street	As provided in Section 33-284-85 of the County Code	
Service Road	As provided in Section 33-284.85 of the County Code	
Pedestrian Passage	As provided in Section 33-284.85 of the County Code	

C. **Setbacks.** Unless otherwise provided by the Building Placement and Design Parameters in Section 33-284 85 of the County Code, the following front and side street setbacks shall be required for MM, MO, MC, and ID uses within the UCD:

Frontage Table			
Street type	Required Setback		
	Core	Center	Edge
U.S. 1	0 feet	0 or 10 feet	0 or 10 feet
Main Street	0 feet *	0 feet *	N/A
Boulevard	N/A	0 or 10 feet	0 or 10 feet
Minor Street	0 feet	0 or 10 feet	0 or 10 feet

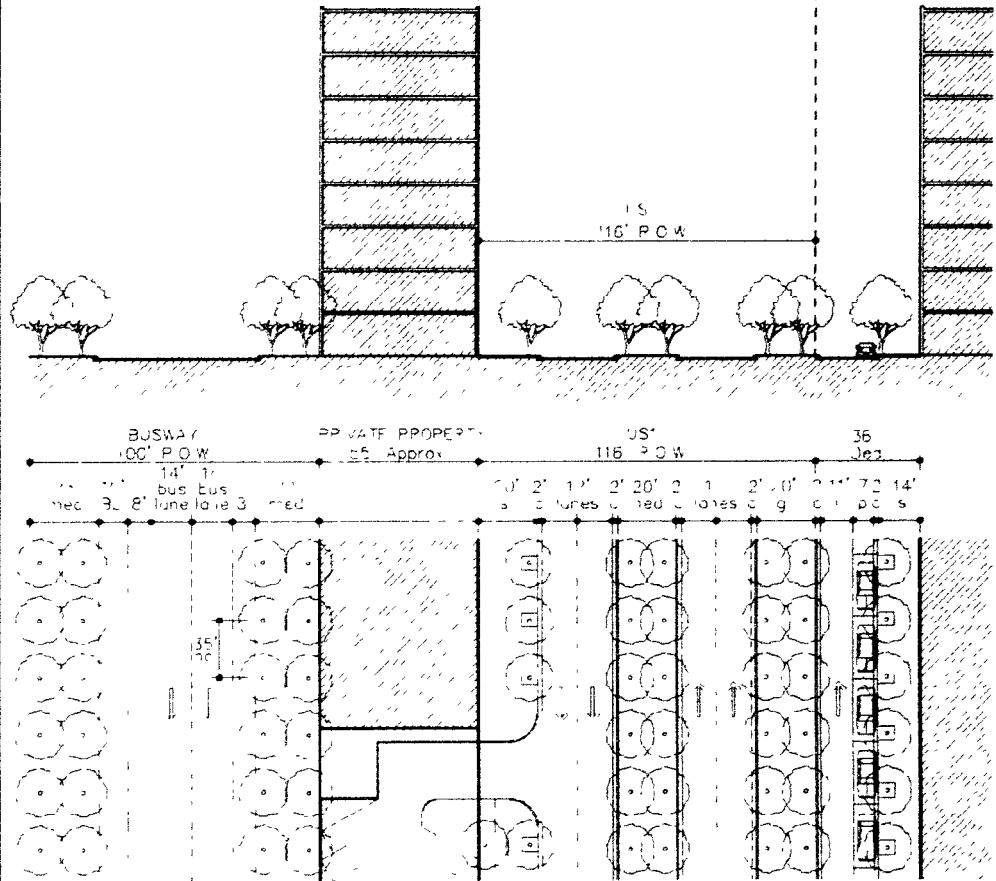
\* Colonnade Required

# U.S. HIGHWAY 1/S.R. 5 CORE/CENTER

## STREET SECTION

- Key:**  
 s: sidewalk  
 g: green  
 c: curb and gutter  
 ln: lane  
 med: median  
 p: parking  
 bl: bike lane  
 col: colonnade  
 PL: property line  
 Min: Minimum  
 Max: Maximum  
 Req: Required  
 Ded: Dedication

--- Property Line



\* Note Actual dimensions of South Miami-Dade Busway extension shall take precedence over dimensions depicted here

## LANDSCAPE/ OPEN SPACE

Parking lot buffers and street trees shall meet all requirements of Chapter 18-A of this Code and this Article except street trees shall have a minimum diameter breast height of 4". Street trees shall be planted in 5' X 5' tree grates. Permanent irrigation is required

## PARKING

On-street parking shall count towards the minimum required parking.

## OTHER ELEMENTS

Perimeter walls, fences, hedges, entrances and pedestrian pass throughs shall be provided as specified in the General Requirements

\* Note is inserted to depict rounded off dimensions of the Busway

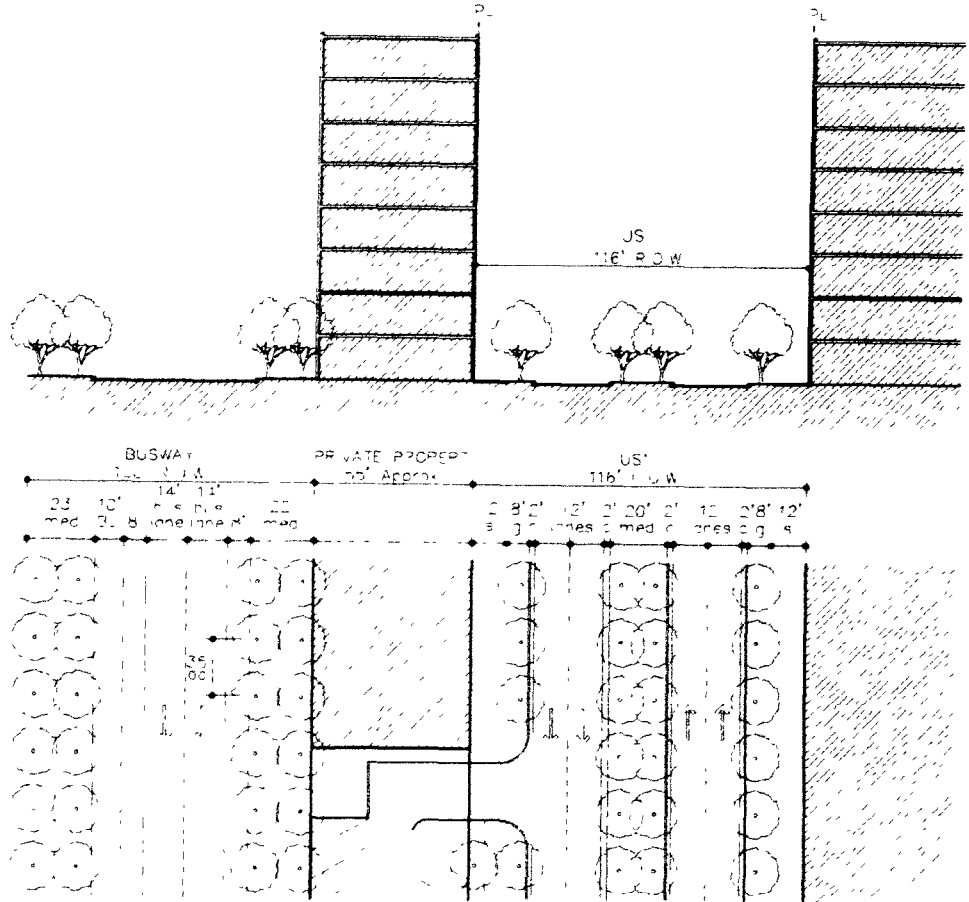
# U.S. HIGHWAY 1/S.R. 5

## CENTER/EDGE

### STREET SECTION

- Key:**  
 s: sidewalk  
 g: green  
 c: curb and gutter  
 ln: lane  
 med: median  
 p: parking  
 bl: bike lane  
 col: colonnade  
 PL: property line  
 Min: Minimum  
 Max: Maximum  
 Req: Required  
 Ded: Dedication

--- Property Line



\* Note Actual dimensions of South Miami-Dade Busway extension shall take precedence over dimensions depicted here

### LANDSCAPE/ OPEN SPACE

Parking lot buffers and street trees shall meet all requirements of Chapter 18-A of this Code and this Article except street trees shall have a minimum diameter breast height of 4". Street trees shall be planted in an 8' min continuous landscape strip. Permanent irrigation is required.

### PARKING

On-street parking shall count towards the minimum required parking.

### OTHER ELEMENTS

Perimeter walls, fences, hedges, entrances and pedestrian pass throughs shall be provided as specified in the General Requirements  
 \* Note is inserted to depict rounded off dimensions of the Busway

# MAIN STREET

## CORE

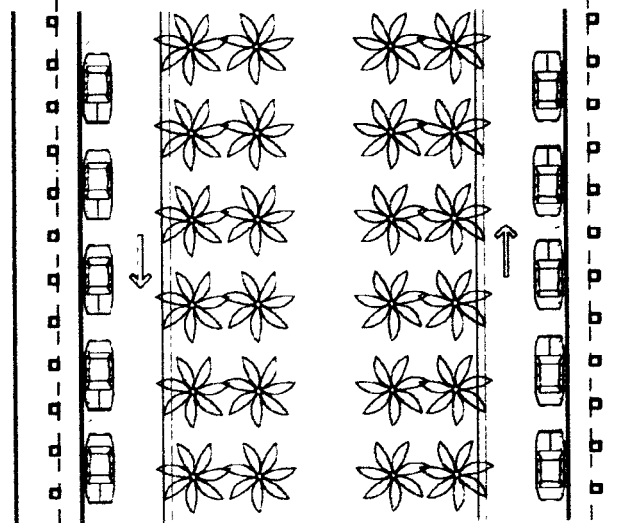
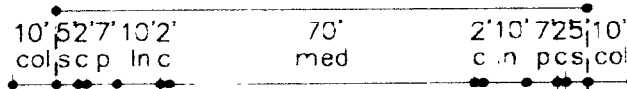
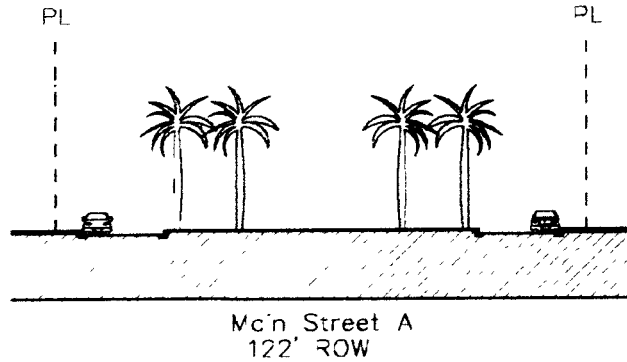
### STREET SECTION

**Key:**

- s: sidewalk
- g: green
- c: curb and gutter
- ln: lane
- med: median
- p: parking
- bl: bike lane
- col: colonnade
- PL: property line
- Min: Minimum
- Max: Maximum
- Req: Required
- Ded: Dedication

--- Property Line

### TYPE A



### LANDSCAPE/ OPEN SPACE

Parking lot buffers and street trees shall meet all requirements of Chapter 18-A of this Code and this Article except street trees shall have a minimum diameter breast height of 4". Permanent irrigation is required. Street trees are optional along sidewalk only and if provided, shall be planted in 5'x5' tree grates

### PARKING

On-street parking shall count towards the minimum required parking.

### OTHER ELEMENTS

A colonnade shall be required on both sides of the Main Street when build-to line is 0' and shall occupy the full length of the building frontage  
 Perimeter walls, fences, hedges, entrances and pedestrian pass throughs shall be provided as specified in the General Requirements  
 On all Main Street intersections, the median shall have a mountable curb

# MAIN STREET

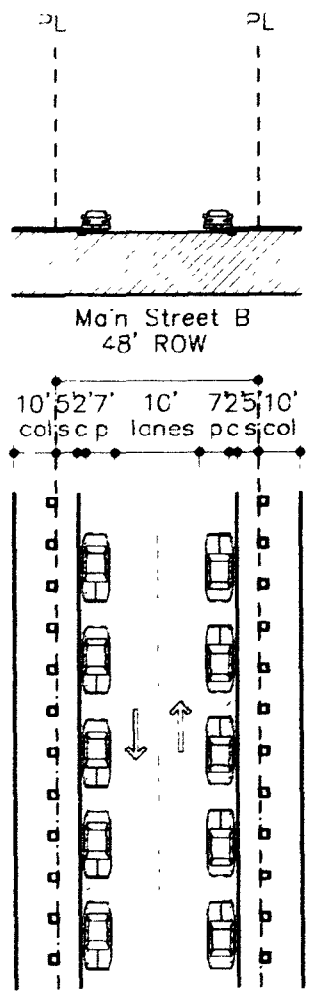
## CORE/CENTER

**STREET SECTION**

**TYPE B**

- Key:**  
 s: sidewalk  
 g: green  
 c: curb and gutter  
 ln: lane  
 med: median  
 p: parking  
 bl: bike lane  
 col: colonnade  
 PL: property line  
 Min: Minimum  
 Max: Maximum  
 Req: Required  
 Ded: Dedication

--- Property Line



**LANDSCAPE/  
OPEN SPACE**

Parking lot buffers and street trees shall meet all requirements of Chapter 18-A of this Code and this Article except street trees shall have a minimum diameter breast height of 4" Permanent irrigation is required. Street trees are optional along sidewalk only and if provided, shall be planted in 5'x5' tree grates

**PARKING**

On-street parking shall count towards the minimum required parking

**OTHER ELEMENTS**

A colonnade shall be required on both sides of the Main Street when build-to line is 0' and shall occupy the full length of the building frontage  
 Perimeter walls, fences, hedges, entrances and pedestrian pass throughs shall be provided as specified in the General Requirements  
 On all Main Street intersections, the median shall have a mountable curb

**MAIN STREET  
CENTER/EDGE**

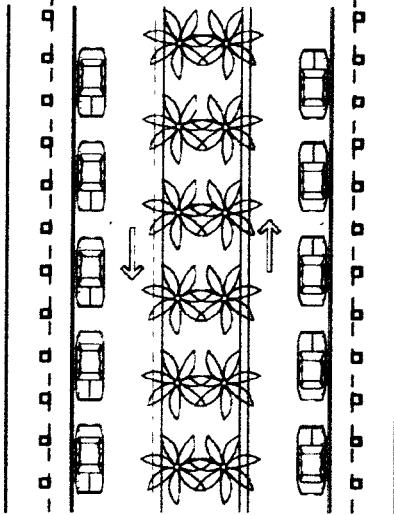
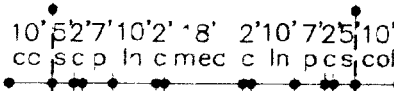
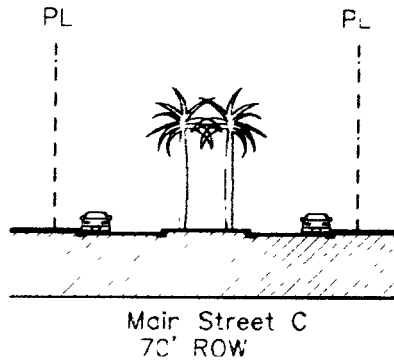
**STREET SECTION**

**Key:**

- s: sidewalk
- g: green
- c: curb and gutter
- ln: lane
- med: median
- p: parking
- bl: bike lane
- col: colonnade
- PL: property line
- Min: Minimum
- Max: Maximum
- Req: Required
- Ded: Dedication

--- Property Line

**TYPE C**



**LANDSCAPE/  
OPEN SPACE**

Parking lot buffers and street trees shall meet all requirements of Chapter 18-A of this Code and this Article except street trees shall have a minimum diameter breast height of 4". Permanent irrigation is required. Street trees are optional along sidewalk only and if provided, shall be planted in 5'x5' tree grates.

**PARKING**

On-street parking shall count towards the minimum required parking.

**OTHER ELEMENTS**

A colonnade shall be required on both sides of the Main Street when build-to line is 0' and shall occupy the full length of the building frontage. Perimeter walks, fences, hedges, entrances and pedestrian pass throughs shall be provided as specified in the General Requirements. On all Main Street intersections, the median shall have a mountable curb.



# BOULEVARD (SW 211 Street)

## CORE/CENTER/EDGE

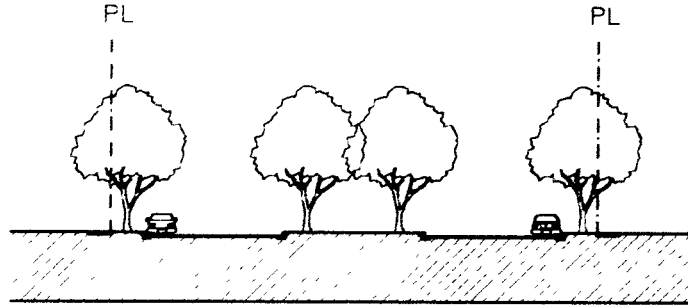
### STREET SECTION

**Key:**

- s: sidewalk
- g: green
- c: curb and gutter
- l: lane
- med: median
- p: parking
- bl: bike lane
- col: colonnade
- PL: property line
- Min: Minimum
- Max: Maximum
- Req: Required
- Ded: Dedication

--- Property Line

### TYPE A

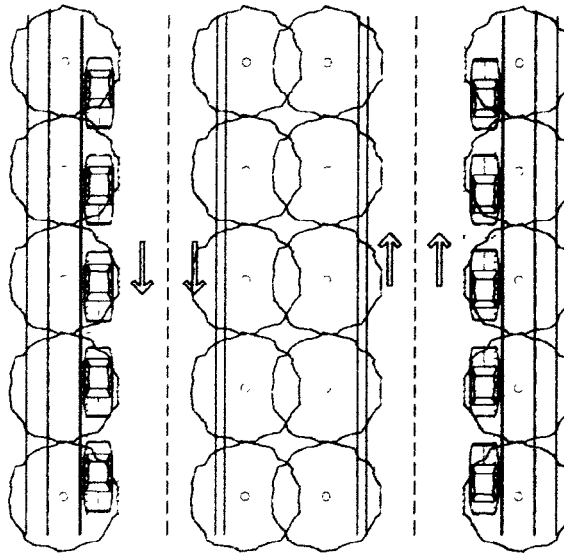


Boulevard A SW 211th Street

110'

ROW

Ded 5' 7' 27' 11' 2' 30' 2' 11' 7' 27' 5' Ded  
Req s g c p lanes c med c lanes p c g s Req



### LANDSCAPE/ OPEN SPACE

Parking lot buffers and street trees shall meet all requirements of Chapter 18-A of this Code and this Article except street trees shall have a minimum diameter breast height of 4". Permanent irrigation is required

### PARKING

On-street parking shall count towards the minimum required parking

### OTHER ELEMENTS

Perimeter walls, fences, hedges, entrances and pedestrian pass throughs shall be provided as specified in the General Requirements  
On all Boulevard intersections, the median shall have a mountable curb.

# BOULEVARD (Carribbean Boulevard)

## CENTER

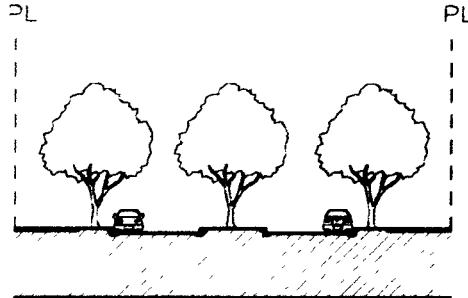
**STREET SECTION**

**Key:**

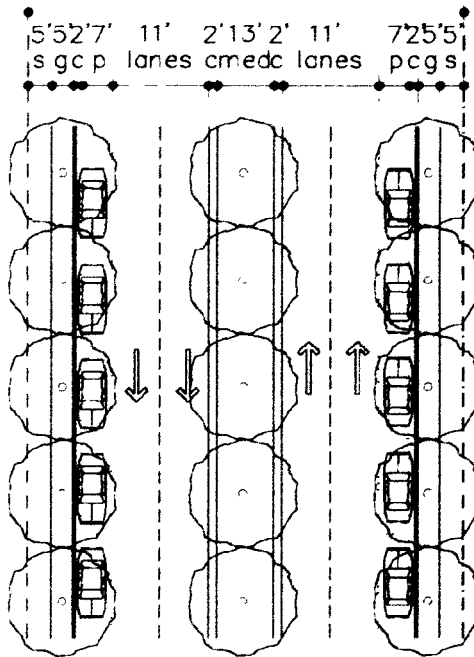
- s: sidewalk
- g: green
- c: curb and gutter
- ln: lane
- med: median
- p: parking
- bl: bike lane
- col: colonnade
- PL: property line
- Min: Minimum
- Max: Maximum
- Req: Required
- Ded: Dedication

--- Property Line

**TYPE B**



Boulevard B: Carribbean Boulevard/SW 200th Street  
100' ROW



**LANDSCAPE/  
OPEN SPACE**

Parking lot buffers and street trees shall meet all requirements of Chapter 18-A of this Code and this Article except street trees shall have a minimum diameter breast height of 4". Permanent irrigation is required.

**PARKING**

On-street parking shall count towards the minimum required parking

**OTHER ELEMENTS**

Perimeter walls, fences, hedges, entrances and pedestrian pass throughs shall be provided as specified in the General Requirements  
On all Boulevard intersections, the median shall have a mountable curb

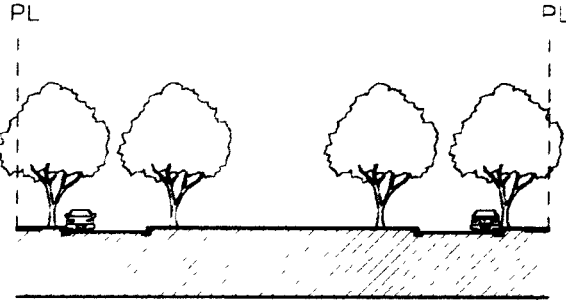
# BOULEVARD CENTER

**STREET SECTION**

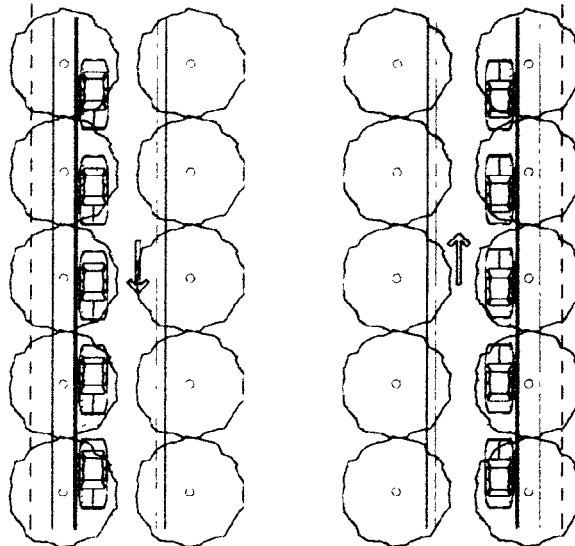
- Key:**  
 s: sidewalk  
 g: green  
 c: curb and gutter  
 ln: lane  
 med: median  
 p: parking  
 bl: bike lane  
 col: colonnade  
 PL: property line  
 Min: Minimum  
 Max: Maximum  
 Req: Required  
 Ded: Dedication

--- Property Line

**TYPE C**



Boulevard C  
122' ROW



**LANDSCAPE/  
OPEN SPACE**

Parking lot buffers and street trees shall meet all requirements of Chapter 18-A of this Code and this Article except street trees shall have a minimum diameter breast height of 4" Permanent irrigation is required

**PARKING**

On-street parking shall count towards the minimum required parking

**OTHER ELEMENTS**

Perimeter walls, fences, hedges, entrances and pedestrian pass throughs shall be provided as specified in the General Requirements.  
 On all Boulevard intersections, the median shall have a mountable curb

# BOULEVARD (SW 112 Avenue)

## CENTER/EDGE

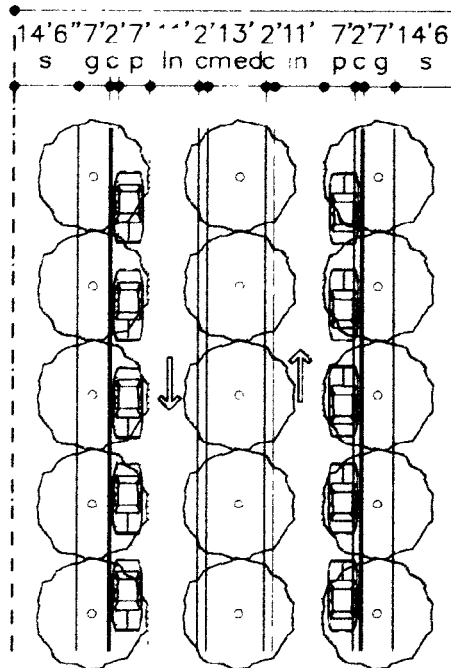
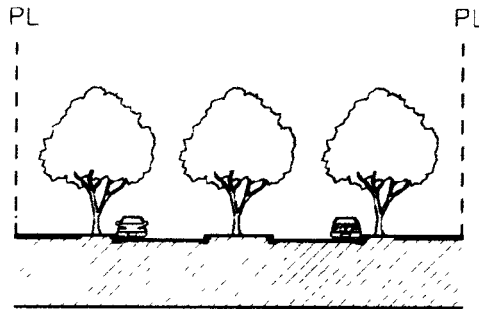
### STREET SECTION

**Key:**

- s: sidewalk
- g: green
- c: curb and gutter
- ln: lane
- med: median
- p: parking
- bl: bike lane
- col: colonnade
- PL: property line
- Min: Minimum
- Max: Maximum
- Req: Required
- Ded: Dedication

--- Property Line

### TYPE D



### LANDSCAPE/ OPEN SPACE

Parking lot buffers and street trees shall meet all requirements of Chapter 18-A of this Code and this Article except street trees shall have a minimum diameter breast height of 4" Permanent irrigation is required

### PARKING

On-street parking shall count towards the minimum required parking.

### OTHER ELEMENTS

Perimeter walls, fences, hedges, entrances and pedestrian pass throughs shall be provided as specified in the General Requirements  
On all Boulevard intersections, the median shall have a mountable curb

**Section 5. General Requirements.**

A. **General Requirements.** Except as provided herein, all developments within the UCD shall comply with the requirements provided in Section 33-284.86 of the County Code

B. **Building Requirements.** In addition to the requirements of Section 33-284.86 of the County Code, all buildings within the UCD shall comply with the following requirements:

1. Where colonnades are provided, the colonnade shall be placed along the property line.

2. Minimum spacing between towers within any one contiguous property line shall be sixty (60) feet.

3. Aggregate tower frontage facing any street may not exceed 225 feet per block or seventy percent (70%) of street frontage, whichever is greater

4. Vehicular entry gates at garage entries shall be positioned a minimum of twenty (20) feet behind the front wall of the building. At colonnaded frontages, this distance shall be measured from the interior/rear wall of the colonnade. To increase safety during off-hours, the setback area between the entry gate and the public sidewalk may be gated at the sidewalk edge during times when the garage is closed.

5. Drop off drives and porte-cocheres may only occur in the rear, on the side, and/or along service roads.

6. Loading and service entries shall be allowed only in the rear along service roads and/or within parking lots and structures.

7. Vehicular entries to garages shall be allowed only from service roads and/or minor streets. Along minor streets, vehicular entries shall have a maximum width of thirty-three (33) feet and a minimum separation of seventy (70) feet between entries. Along service roads, vehicular entries shall not be limited.

8. The penthouse shall occur above the tower level and shall be limited to fifty percent (50%) of the largest tower floorplate

9. A cornice line shall be required at the top of the third story of MM, MO, MC, and ID buildings, as provided in Section 33-284.86.B.17 of the County Code.

**Section 6. Conflicts with other Chapters and Regulations.**

This Ordinance shall govern in the event of conflicts with other zoning, subdivision, or landscape regulations of the County Code, or with the Miami-Dade Department of Public Works Manual of Public Works.

**Section 7 Non-conforming Structures, Uses, and Occupancies.**

All legal nonconforming structures, uses, and occupancies in the UCD that either: (1) were existing as of the date of the rezoning of properties to UCD or (2) on or before said date, had received final site plan approval or had a valid building permit, shall be exempt from the provisions of Section 33-35(c) of the County Code upon compliance with the requirements of this Ordinance for a period of ten (10) years from the date of the rezoning on properties to UCD. Such nonconforming structures shall be allowed to be rebuilt and such uses and occupancies resumed in compliance with plans of record and certificates of use and occupancy approved as of the date of the rezoning of properties to UCD. Such structures, uses, and occupancies shall be in compliance with all other provisions of the County Code in effect at the time of the application to rebuild or resume occupancy. Building permits for rebuilding pursuant to this Ordinance shall be obtained within one (1) year after the date of damage or destruction of the nonconforming structure. If the building permits necessary to rebuild a nonconforming structure have not been obtained within one (1) year after the date of damage or destruction, or if such permits expire or are revoked after that year has concluded, the structure shall be subject to the provisions of Section 33-35(c) of the County Code.

**Section 8. 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 9. Repealer.**

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

**Section 10. Effective Date.** This Ordinance shall be effective immediately upon adoption.

PASSED on first reading on \_\_\_\_\_, 2006

PASSED AND ADOPTED on second reading on \_\_\_\_\_, 2006.

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

\_\_\_\_\_  
JOHN F. COSGROVE  
Mayor

APPROVED AS TO FORM:

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

FINAL VOTE AT ADOPTION.

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

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

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

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

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