OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2008

Agenda Item No.8(D)(1)(H)

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

From: George M. Burgess, County Manager

Resolution No. R-629-08

Subject: Resolution Authorizing the Execution of an Interlocal Agreement between the Town of Cutler Bay and the Miami-Dade County Stormwater Utility for Stormwater Management

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the execution of the Five (5) Year Interlocal Agreement between the Town of Cutler Bay and the Miami-Dade County Stormwater Utility for Stormwater Management (Attachment A). The agreement establishes relationships and responsibilities for operation and maintenance of stormwater systems shared by the Town of Cutler Bay ("Cutler Bay") and Miami-Dade County. This agreement is contingent on Board approval of Cutler Bay's request for exemption from the Miami-Dade County Stormwater Utility ("the Utility"), a public body corporate and politic. The exemption is concurrently submitted to the Board as separate item.

Scope

The Town of Cutler Bay is primarily located in Commission District 8, with a small portion in District 9.

Fiscal Impact/Funding Source

Under this agreement, Cutler Bay shall partially reimburse the Utility for canal maintenance and stormwater management work on County-owned stormwater drainage systems that provide a direct benefit to Cutler Bay and its residents. Cutler Bay's estimated reimbursement to the Utility is $121,000 annually. Without this agreement, Miami-Dade County provides the same services without reimbursement.

Track Record/Monitor

The Director of the Department of Environmental Resources Management will monitor this agreement.

Background

On June 18, 1991, the Board of County Commissioners adopted Ordinance 91-66, creating the Miami-Dade County Stormwater Utility and establishing a uniform approach to stormwater management in Miami-Dade County. The municipalities were subsequently given the option to become part of the Utility or to create their own local stormwater utility that provides a dedicated source of stormwater funding in accordance with Section 403, Florida Statutes.

On May 16, 2007, Cutler Bay adopted Resolution Number 07-18 (Attachment B) and on December 19, 2007, adopted Ordinance 07-29 (Attachment C), thereby requesting exemption from the provisions of the Utility and creating stormwater management regulations within its Town Code with its own stormwater utility as its funding source. On March 19, 2008, Cutler Bay adopted Resolution Number 08-16 (Attachment D), approving the Five (5) Year Interlocal Agreement between Cutler Bay and the Miami-Dade County Stormwater Utility for Stormwater Management. The proposed interlocal agreement establishes relationships and responsibilities for the operation and maintenance of stormwater systems shared by Cutler Bay and Miami-Dade County.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: June 3, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(D)(1)(H)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(D)(1)(H)
6-3-08

RESOLUTION NO. **R-629-08**

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF CUTLER BAY AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR STORMWATER MANAGEMENT; AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXERCISE THE TERMINATION PROVISIONS THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the interlocal agreement between the Town of Cutler Bay and the Miami-Dade County Stormwater Utility for stormwater management responsibilities and the use of applicable funds for stormwater management work by Miami-Dade County and the Town of Cutler Bay in shared stormwater drainage systems near or within the boundaries of the Town of Cutler Bay, in substantially the form attached hereto and made a part hereof; and authorizes the Mayor or his designee to execute same for and on behalf of the Miami-Dade County Stormwater Utility; and to exercise the termination provisions contained therein.

The foregoing resolution was offered by Commissioner **Carlos A. Gimenez**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**absent**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Peter S. Tell

ATTACHMENT A

MIAMI-DADE COUNTY. FLORIDA

FIVE (5) YEAR
INTERLOCAL AGREEMENT

between

THE TOWN OF CUTLER BAY
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY
FOR
STORMWATER MANAGEMENT

MIAMI-DADE COUNTY
STORMWATER UTILITY (305) 372-6656
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT
701 NORTHWEST FIRST COURT, SUITE 400
MIAMI, FL 33136

5

FIVE (5) YEAR
INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF CUTLER BAY (TOWN)
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)
FOR STORMWATER MANAGEMENT

THIS FIVE (5) YEAR INTERLOCAL AGREEMENT, [the "Agreement"] by and between the Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "UTILITY",] and the Town of Cutler Bay a Florida Municipal Corporation, through its governing body, the Cutler Bay Town Council of the Town of Cutler Bay, Florida [hereinafter sometimes referred to as "TOWN",] is entered into as follows:

WITNESSETH

WHEREAS, Section 403.0893, Florida Statutes, authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility [hereinafter referred to as the "UTILITY",] and which UTILITY may, operate within a municipality or municipalities; and

WHEREAS, it is the intent of the UTILITY and the TOWN, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the TOWN and the UTILITY; and

WHEREAS, the UTILITY and the TOWN recognize that there are operating costs, as well as benefits, associated with maintaining shared stormwater drainage systems; and

WHEREAS, the UTILITY and the TOWN want to share these costs in proportion to the drainage area the service provided and the benefits received,

Now, therefore, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

6

ARTICLE I
PURPOSES

The UTILITY and the TOWN enter into this Agreement to further the following purposes:

(1) to protect and promote the public health, safety, and general welfare through the management of stormwater run-off;

(2) to maintain and improve water quality and preserve and enhance the environmental quality of the receiving waters;

(3) to control flooding that results from rainfall events;

(4) to deter unmanaged rainwater from eroding sandy soils and causing sedimentation;

(5) to deter the disruption of the habitat of aquatic plants and animals;

(6) to promote intergovernmental cooperation in effectively and efficiently managing stormwater run-off;

(7) to maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with the approved plans. These include maintaining canals, and any required maintenance of flow control structures and stormwater pump stations and their mechanical and electrical components; maintaining stormwater systems as determined by conditions of the system, prevailing environmental conditions, and the level of service established.

(8) to provide a mechanism for the UTILITY and the TOWN to share and allocate the cost of maintaining and repairing shared stormwater drainage systems as stated in (7), above.

ARTICLE II
DEFINITIONS

Agreement shall mean this document, including any written amendments, attachments, and other written documents, which are expressly incorporated by reference.

Stormwater Management Plans shall mean stormwater management plans developed by both the TOWN and by the UTILITY, to meet the required level of service as established in their respective stormwater management programs or master plan pursuant to Florida Statute 403.0891.

Town Stormwater Utility Budget shall mean the TOWN's developed and approved fiscal year budget which includes a component for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the TOWN's Stormwater Management Plans.

7

Utility Stormwater Budget shall mean the UTILITY's developed and approved fiscal year budget for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the Utility's Approved Plans.

Shared Stormwater Drainage System shall mean that portion of the drainage system owned by either the TOWN or the UTILITY to which both the TOWN and the UTILITY contribute stormwater runoff and which is further identified in Attachment A.

Costs allocable to the Town shall mean those portions of the actual maintenance and operating outlays budgeted by the UTILITY in its yearly budget process, which are allocated to the TOWN based on the TOWN's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the UTILITY.

Costs allocable to the Utility shall mean those portions of the actual maintenance and operating outlays budgeted by the TOWN in its yearly budget process, which are allocated to the UTILITY based on the UTILITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the TOWN.

Operating Outlays shall mean expenses budgeted by the TOWN and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered reoccurring expenses to sustain yearly stormwater drainage operations.

Capital Outlays shall mean expenses budgeted by the TOWN and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered non-reoccurring and producing a long term benefit to the users. The yearly charges allocable to the TOWN or to the UTILITY shall be that amount prorated, plus interest charges and administrative fees, for no longer than the calculated useful life of the capitalized item in no case exceeding 20 years. A separate Interlocal Agreement is required for any approved Capital Outlays that may be amortized beyond the life of this Agreement.

Fiscal Year shall mean the period beginning on October 1 and ending on September 30 of the following year.

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subcontractors, third-party contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

Maintenance is defined by, and limited to, the tasks listed in the Attachment "B" or other related stormwater drainage tasks agreed to by both parties' Project Managers.

8

Project Manager shall mean the persons designated by the TOWN and by the UTILITY to serve as the representative of each for the purposes of exchanging communications and to issue and receive directives pursuant to and within the powers provided under this Agreement.

Written notice shall mean written communication to and from the Project Managers.

ARTICLE III
STATEMENT OF WORK

The TOWN AND the UTILITY shall fully and timely perform all work tasks described in this Statement of Work:

The TOWN shall maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with this Agreement and the TOWN's stormwater management plan. The TOWN shall be responsible for maintaining aesthetic conditions on the canals by providing for litter and minor debris removal as needed.

The UTILITY shall maintain, repair and enhance shared stormwater management systems located within the limits of the drainage service areas in accordance with the Attachment "A" and Attachment "B".

The TOWN's relative stormwater runoff contribution to the UTILITY's shared drainage system and the UTILITY's relative stormwater runoff contribution to the shared drainage system is depicted in Attachment "A".

ARTICLE IV
TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of up to five (5) years commencing on the date of exemption of the TOWN from the UTILITY, and ending on September 30, 2012, provided, however, either party may terminate this Agreement without cause prior to the expiration date upon one (1) year's advance written notice to the other party of its decision to terminate this Agreement. Costs incurred by the UTILITY, prior to TOWN exemption from the Miami-Dade County Stormwater Utility, shall not be reimbursed to the UTILITY by the TOWN.

ARTICLE V
TOWN AND UTILITY RESPONSIBILITIES

A. Upon the request of either the TOWN or the UTILITY, each shall share information in matters related to operations, maintenance, design and construction costs and cost allocation determinations associated with shared drainage systems.

B. The TOWN and the UTILITY shall provide notice to each other, as provided, in this Agreement designating their respective Project Manager. Each shall promptly notify each

other of any change in the Project Manager designation by written notice as specified in this Agreement.

C. Prior to each fiscal year, the TOWN will provide the UTILITY and the UTILITY will provide the TOWN with a summary of shared maintenance costs on shared drainage systems. For ensuing fiscal years the TOWN's and the UTILITY's estimated costs showing the shared costs allocation shall be available and transmitted to each other by March 1 of each year.

D. Commencing with fiscal year 2007-2008, the costs allocable to the TOWN and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems are included in this Agreement and presented as described in Attachment "B". Estimated total expenditures for the five (5) year term of this Agreement is also included and shall not be exceeded.

E. All shared costs are subject to review during the TOWN's and UTILITY's preliminary budget process and may be accepted by the TOWN and the UTILITY and are to be finalized by April 1 of each year.

These costs shall be the minimum estimated costs necessary to accomplish the functions of the TOWN and the UTILITY pertaining to the shared stormwater drainage systems.

F. Upon mutual written agreement of the parties' respective Project Managers, the tasks and levels of service set forth in Attachment "B" may be adjusted due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded.

G. Payments by the TOWN are to be made within 30 days after the bill presentation. In the event of a dispute on the paid amount, the TOWN may notify the UTILITY of the nature of the dispute and the UTILITY shall make arrangements for the pertinent records to be made available for inspection by the TOWN, as indicated under Article V (H) of this Agreement. The UTILITY shall reimburse the TOWN for any amounts determined to have been overpaid by the TOWN within 30 days after verification of the overpayment.

H. The TOWN and the UTILITY shall maintain financial records for 5 years pertaining to this Agreement, and shall make them available within reasonable time after requesting them for inspection and copying by either the TOWN or the UTILITY, at the place where the records are maintained.

I. The TOWN and the UTILITY shall each be responsible for procuring independently all necessary permits in the performance of their respective work under this Agreement.

J. The TOWN and the UTILITY shall each comply with all applicable regulations, ordinances and laws in effect in the performance of this Agreement.

10

ARTICLE VI
COMPENSATION/CONSIDERATION

A. It is the intent and understanding of the parties that this Agreement is solely for the TOWN and the UTILITY. No person or entity other than the TOWN or the UTILITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

ARTICLE VII
DEFAULT

TOWN Event of Default

Without limitation, the failure by the TOWN to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "TOWN event of default". The UTILITY will not be required to provide one year prior notice as required under Article IV before terminating for default. The UTILITY may terminate immediately after issuing written notice of default.

If a TOWN event of default should occur, the UTILITY shall have all of the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to TOWN are terminated, effective upon such date as is designated by the UTILITY.

2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

UTILITY Event of Default

Without limitation, the failure by the UTILITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "UTILITY event of default". The TOWN will not be required to provide one year prior notice as required under Article IV before terminating for default. The TOWN may terminate immediately after written notice of default.

If a UTILITY event of default should occur, the TOWN shall have all of the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to UTILITY are terminated, effective upon such date as is designated by the TOWN.

2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

11

ARTICLE VIII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The UTILITY and the TOWN agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

ARTICLE IX
ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

ARTICLE X
HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE XI
RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties any rights or remedies under or by reasons of this Agreement.

12

ARTICLE XII
REPRESENTATION OF TOWN

The TOWN represents that this Agreement has been duly authorized, executed and delivered by the Town Council of the Town of Cutler Bay, as the governing body of the TOWN and it has the required power and authority to perform this Agreement and has granted the Town Mayor or his Designee the required power and authority to perform this Agreement.

ARTICLE XIII
REPRESENTATION OF UTILITY

The UTILITY represents that this Agreement has been duly approved, executed and delivered by the Board of County Commissioners, as the governing body of the UTILITY, and it has granted the Miami-Dade County Mayor or his Designee the required power and authority to perform this Agreement.

ARTICLE XIV
WAIVER

There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

ARTICLE XV
INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

ARTICLE XVI
INDEPENDENT CONTRACTOR

The TOWN shall perform all work and services described as an independent contractor and not as an officer, agent, servant, or employee of the UTILITY. TOWN shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and TOWN shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

13

The UTILITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the TOWN. UTILITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and UTILITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Nothing in this agreement shall be construed as creating a partnership or joint venture between the UTILITY and the TOWN.

ARTICLE XVII
INDEMNIFICATION

The TOWN shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the UTILITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the TOWN or its employees, agents, servants, partners, principals or subcontractors. The TOWN shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the UTILITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The TOWN expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the TOWN shall in no way limit the responsibility to indemnify, keep and save harmless and defend the UTILITY or its officers, employees, agents and instrumentalities as herein provided.

The UTILITY does hereby agree to indemnify and hold harmless the TOWN to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute whereby the UTILITY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the UTILITY. However, nothing herein shall be deemed to indemnify the TOWN from any liability or claim arising out of the negligent performance or failure of performance of the TOWN or any unrelated third party.

14

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this Agreement with commencement on the date of exemption.

Attest:

TOWN OF CUTLER BAY, FLORIDA
10720 Caribbean Boulevard, Ste. #105
Cutler Bay, FL 33189
Attn: Paul Vrooman, Town Mayor
(305) 234-4262

Town Clerk Date 4/3/08

Authorized signature on behalf
of the Town of Cutler Bay, Florida.

By: _____ 4/3/08
Town Mayor Date

TOWN OF CUTLER BAY
INCORPORATED
2005
FLORIDA

MIAMI-DADE COUNTY, FLORIDA

By: _____ _____
County Mayor Date

For the Board of County Commissioners, Miami-Dade County, Florida, as Governing Body of the Miami-Dade County Stormwater Utility.

Stephen P. Clark Center
111 N.W. 1st. Street
Miami, Florida 33128

HARVEY RUVIN, CLERK
Attest:

By: _____ _____
Deputy Clerk Date

15

ATTACHMENT "A"

Canals and Drainage Areas Map
% Share Calculation Table

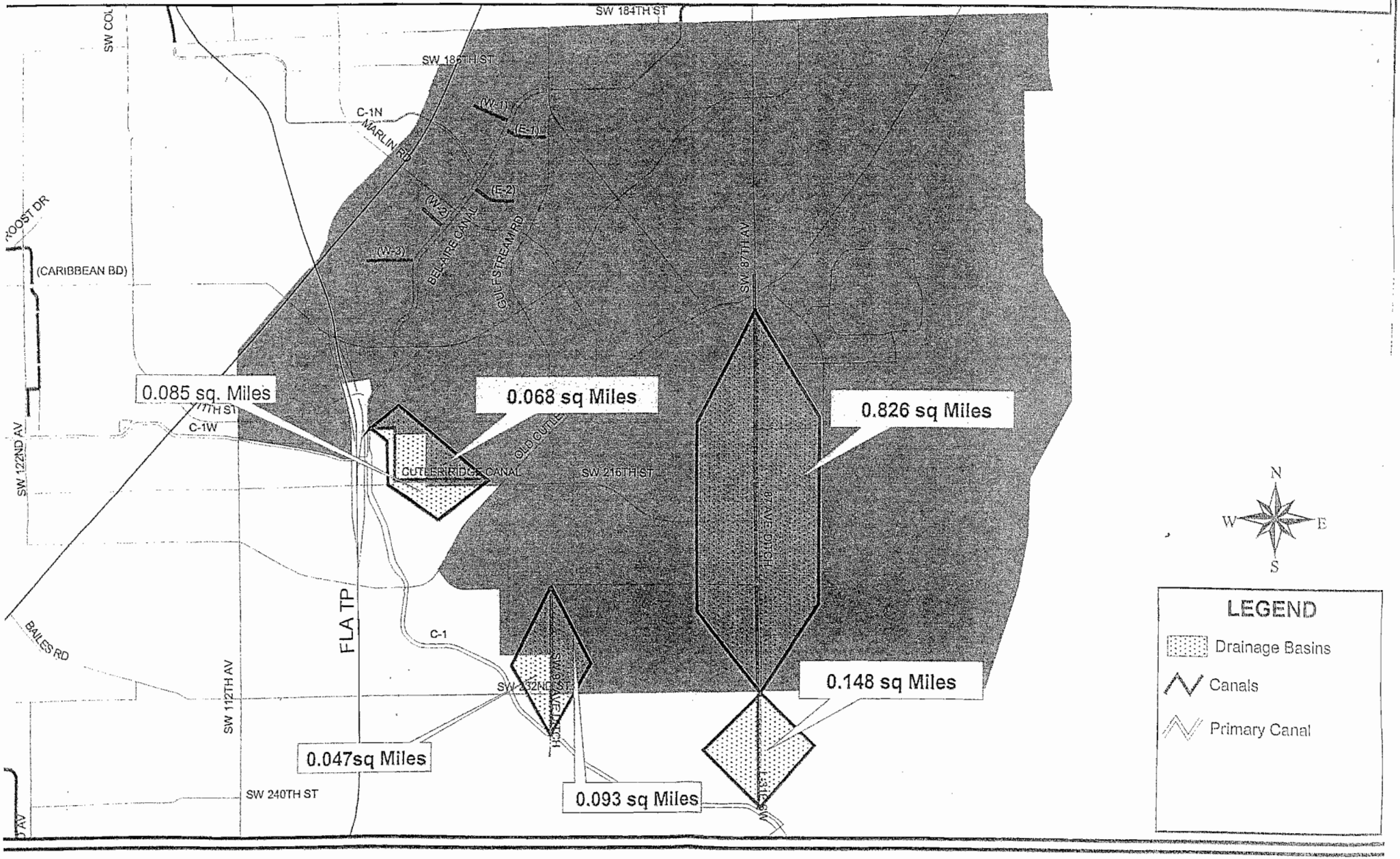
(see attached exhibit)

ATTACHMENT "A"

TOWN OF CUTLER BAY
CANAL DRAINAGE AREAS and % SHARE

CANAL	DRAINAGE AREAS (SQ MILE)	% SHARE
BEL-AIRE CANALS (W-1, W-2, W-3, E-1, E-2)		
1. Cutler Bay	Fully Enclosed	100%
CUTLER RIDGE CANAL		
1. Cutler Bay	0.068	44%
2. Miami-Dade County	0.085	56%
SW 97 AVENUE CANAL/DITCH		
1. Cutler Bay	0.093	66%
2. Miami-Dade County	0.047	34%
SW 87 AVENUE CANAL/DITCH		
1. Cutler Bay	0.826	85%
2. Miami-Dade County	0.148	15%

TOWN OF CUTLER BAY CANALS AND DRAINAGE AREAS



12

ATTACHMENT "B"

Five (5) Year Cost Sharing Table

(see attached exhibit)

ATTACHMENT "B"

Town Of Cutler Bay
Canal Maintenance Proposed Cost Estimates FY 2007/08 - 2011/12

Proposed Levels of Service Shown Shaded

Culvert Cleaning - Above Water

Culverts	Canal	Cycles per Year 1	2	3	4	% Share	TOTAL
0	Bel Aire W-1	$0	$0	$0	$0	100%	$0
1	Bel Aire W-2	$190	$380	$570	$760	100%	$760
0	Bel Aire W-3	$0	$0	$0	$0	100%	$0
0	Bel Aire E-1	$0	$0	$0	$0	100%	$0
0	Bel Aire E-2	$0	$0	$0	$0	100%	$0
5	Cutler Ridge Canal	$950	$1,900	$2,850	$3,800	44%	$1,672
0	97 Ave. Ditch	$0	$0	$0	$0	66%	$0
15	87 Ave. Ditch	$2,850	$5,700	$8,550	$11,400	85%	$9,690
	sub-total	$3,990	$7,980	$11,970	$15,960		$12,122

Town Cost at Proposed Level of Service $12,122

Culvert Cleaning - Below Water

Culverts	Canal	Cycles per Year 1	2	3	4	% Share	TOTAL
0	Bel Aire W-1	$0	$0	$0	$0	100%	$0
0	Bel Aire W-2	$0	$0	$0	$0	100%	$0
0	Bel Aire W-3	$0	$0	$0	$0	100%	$0
0	Bel Aire E-1	$0	$0	$0	$0	100%	$0
0	Bel Aire E-2	$0	$0	$0	$0	100%	$0
2	Cutler Ridge Canal	$924	$1,848	$2,772	$3,696	44%	$813
2	97 Ave. Ditch	$924	$1,848	$2,772	$3,696	66%	$1,220
14	87 Ave. Ditch	$6,468	$12,936	$19,404	$25,872	85%	$10,996
	sub-total	$8,316	$16,632	$24,948	$33,264		$13,028

Town Cost at Proposed Level of Service $13,028

Mechanical Treatment

Acres	Canal	Cycles per Year 1	2	3	4	% Share	TOTAL
1.3	Bel Aire W-1	$2,984	$5,967	$8,951	$11,934	100%	$11,934
0.9	Bel Aire W-2	$2,066	$4,131	$6,197	$8,262	100%	$8,262
1.7	Bel Aire W-3	$3,902	$7,803	$11,705	$15,606	100%	$15,606
1.4	Bel Aire E-1	$3,213	$6,426	$9,639	$12,852	100%	$12,852
1.5	Bel Aire E-2	$3,443	$6,885	$10,328	$13,770	100%	$13,770
4.3	Cutler Ridge Canal	$0	$0	$0	$0	44%	$0
1.5	97 Ave. Ditch	$0	$0	$0	$0	66%	$0
6.5	87 Ave. Ditch	$0	$0	$0	$0	85%	$0
	sub-total	$15,606	$31,212	$46,818	$62,424		$62,424

Town Cost at Proposed Level of Service $62,424

ATTACHMENT "B"

Town Of Cutler Bay
Canal Maintenance Proposed Cost Estimates FY 2007/08 - 2011/12

Chemical Treatment

		Cycles per Year					
Acres	Canal	1	2	3	4	% Share	TOTAL
1.75	Bel Aire W-1	$709	$1,418	$2,126	$2,835	100%	$2,835
1.35	Bel Aire W-2	$547	$1,094	$1,640	$2,187	100%	$2,187
2.15	Bel Aire W-3	$871	$1,742	$2,612	$3,483	100%	$3,483
1.85	Bel Aire E-1	$749	$1,499	$2,248	$2,997	100%	$2,997
1.95	Bel Aire E-2	$790	$1,580	$2,369	$3,159	100%	$3,159
4.95	Cutler Ridge Canal	$2,005	$4,010	$6,014	$8,019	44%	$3,528
1.5	97 Ave. Ditch	$608	$1,215	$1,823	$2,430	66%	$1,604
6.5	87 Ave. Ditch	$2,633	$5,265	$7,898	$10,530	85%	$8,951
	sub-total	$8,910	$17,820	$26,730	$35,640		$28,744

Includes partial canal bank treatment

Town Cost at Proposed Level of Service $28,744

Obstruction Removal

		Cycles per Year					
Events	Canal	1	2	3	4	% Share	TOTAL
1	Bel Aire W-1	$206	$412	$618	$824	100%	$412
1	Bel Aire W-2	$206	$412	$618	$824	100%	$412
1	Bel Aire W-3	$206	$412	$618	$824	100%	$412
1	Bel Aire E-1	$206	$412	$618	$824	100%	$412
1	Bel Aire E-2	$206	$412	$618	$824	100%	$412
1	Cutler Ridge Canal	$206	$412	$618	$824	44%	$181
1	97 Ave. Ditch	$206	$412	$618	$824	66%	$272
1	87 Ave. Ditch	$206	$412	$618	$824	85%	$350
	sub-total	$1,648	$3,296	$4,944	$6,592		$2,863

Town Cost at Proposed Level of Service $2,863

Mowing - Flat

		Cycles per Year					
Acres	Canal	1	2	3	4	% Share	TOTAL
0	Bel Aire W-1	$0	$0	$0	$0	100%	$0
0	Bel Aire W-2	$0	$0	$0	$0	100%	$0
0	Bel Aire W-3	$0	$0	$0	$0	100%	$0
0	Bel Aire E-1	$0	$0	$0	$0	100%	$0
0	Bel Aire E-2	$0	$0	$0	$0	100%	$0
1.6	Cutler Ridge Canal	$413	$826	$1,238	$1,651	44%	$727
0	97 Ave. Ditch	$0	$0	$0	$0	66%	$0
0	87 Ave. Ditch	$0	$0	$0	$0	85%	$0
	sub-total	$413	$826	$1,238	$1,651		$727

Town Cost at Proposed Level of Service $727

ATTACHMENT "B"

Town Of Cutler Bay
Canal Maintenance Proposed Cost Estimates FY 2007/08 - 2011/12

Mowing - Slope

Acres	Canal	Cycles per Year 1	2	3	4	% Share	TOTAL
0	Bel Aire W-1	$0	$0	$0	$0	100%	$0
0	Bel Aire W-2	$0	$0	$0	$0	100%	$0
0	Bel Aire W-3	$0	$0	$0	$0	100%	$0
0	Bel Aire E-1	$0	$0	$0	$0	100%	$0
0	Bel Aire E-2	$0	$0	$0	$0	100%	$0
0.55	Cutler Ridge Canal	$244	$488	$733	$977	44%	$430
0.9	97 Ave. Ditch	$400	$799	$1,199	$1,598	66%	$1,055
0	87 Ave. Ditch	$0	$0	$0	$0	85%	$0
	sub-total	$644	$1,288	$1,931	$2,575		$1,485

Town Cost at Proposed Level of Service $1,485

TOTAL ANNUAL COST **$138,178**

CUTLER BAY ANNUAL COST **$121,393** Annual

CUTLER BAY 5-YEAR COST **$606,964** 5-Year

NOTE: Does not include aesthetic cleaning such as debris or litter removal
Levels of Service and Cost Estimates provided by the MDC Public Works Department
Costs are not to exceed the total annual amounts and are subject to change
based on environmental conditions and COLA

ATTACHMENT B

RESOLUTION NO. 07-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA (THE "TOWN"); NOTIFYING THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA (THE "COUNTY") AND THE DIRECTOR OF THE MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT ("DERM") AS REQUIRED BY SECTION 24-51.2 OF THE MIAMI-DADE COUNTY CODE (THE "CODE"); THAT THE TOWN EXERCISES ITS OPTION TO EXEMPT THE TOWN FROM INCLUSION IN THE COUNTY'S STORMWATER UTILITY; COMITTING TO ESTABLISH A STORMWATER UTILITY WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWN IN ACCORDANCE WITH SECTIONS 403.0893 (1) (2) or (3), FLORIDA STATUTES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AN INTERLOCAL AGREEMENT WITH THE COUNTY FOR THE COLLECTION OF THE TOWN'S STORMWATER UTILITY FEES; AUTHORIZING THE TOWN CLERK TO SEND COPIES OF THIS RESOLUTION TO THE APPROPRIATE OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is currently part of the Miami-Dade County Stormwater Utility (the "Utility"); and

WHEREAS, pursuant to Section 24-51.2, et seq., of the County Code, the Town may opt out of the Utility upon committing to implement the provisions of Section 403.0893(1), (2) or (3), Florida Statutes, by creating a stormwater utility and adopting stormwater utility fees sufficient to plan, construct, operate and maintain a stormwater management system; and

WHEREAS, the Town's engineers are developing a stormwater master plan and as part of the plan, the town council intends on establishing a stormwater utility within the municipal boundaries of the Town; and

WHEREAS, the Town Council desires to exercise its option to exempt the Town from the County's Utility, as soon as possible.

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. Notification. The Town of Cutler Bay notifies the Board of County Commissioners of the County and the Director of DERM that it exercises its option to be exempted from the provisions of the County Stormwater Utility as provided in Section 24-51.2, et seq., of the County Code, as soon as possible.

Section 3. Commitment. The Town of Cutler Bay commits to implement the applicable provisions of Section 403.0893(1), (2) or (3), Florida Statutes, to create and fund a stormwater utility within the municipal boundaries of the Town.

Section 4. Authorization. The Town Manager is authorized to negotiate with the County an Interlocal Agreement for the collection of the Town's stormwater utility fees.

Section 5. Clerk's Notification. The Town Clerk is directed to file a certified copy of this Resolution with the Clerk of the Board of County Commissioners and the Director of DERM.

Section 6. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED and ADOPTED this 16th day of May, 2007.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

TOWN OF CUTLER BAY
INCORPORATED
2005
FLORIDA

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

24

Moved By: Councilmember Meerbott
Seconded By: Councilmember Bell

FINAL VOTE AT ADOPTION:

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

ATTACHMENT C

ORDINANCE NO. 07-29

AN ORDINANCE OF TOWN OF CUTLER BAY, FLORIDA, CREATING A STORMWATER UTILITY SYSTEM FOR THE TOWN; PROVIDING AUTHORITY; PROVIDING FOR DEFINITIONS; MAKING CERTAIN FINDINGS AND DETERMINATIONS; ESTABLISHING A STORMWATER UTILITY FEE SYSTEM; ESTABLISHING THE RATE OF STORMWATER UTILITY FEE; ESTABLISHING A METHOD AND PROCEDURE FOR THE COLLECTION OF STORMWATER UTILITY FEES; PROVIDING FOR REQUESTS FOR ADJUSTMENT; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is currently part of the Miami-Dade County Stormwater Utility and, as part of the Utility, Miami-Dade County is responsible for the maintenance of the Town's stormwater management system; and

WHEREAS, by the adoption of Resolution No. 07-18 the Town has exercised its option to be exempt from the provisions of the Miami-Dade County Stormwater; and

WHEREAS, by creating the Utility the Town will become responsible for the ownership, maintenance and expansion of the existing stormwater management system located within the Town's limits for the purpose of collecting and disposing of storm and other surface water; and

WHEREAS, the Town finds that although each developed property in the Town has varying degrees of water retention, all properties contribute to some extent to the Town's stormwater drainage problems and that all citizens will benefit from the establishment of a Stormwater Utility; and

WHEREAS, the fee structure set forth herein represents a logical, reasonable and rational basis for allocating the costs for a Stormwater Utility to the several types of developed properties of the Town and based upon the relative contribution of such developed properties to the need for the Stormwater Management System; and

WHEREAS, the adoption of a Stormwater Utility Program will generate fees needed to implement the level of service (LOS) standards contained in the Town's Comprehensive Plan's Drainage Element and the Capital Improvement Element, adopted in conformance with the requirements of Chapter 163, Florida Statutes; and

WHEREAS, the purpose and intent of this ordinance is to establish a Town-wide stormwater utility in furtherance of the provisions of Section 403.0893(1), Florida Statutes, the Town of Cutler Bay Comprehensive Plan, to insure compliance with the Federal Clean Water Act,

the Environmental Protection Agency Stormwater NPDES Permitting Program, Rule 62-25, Florida Administrative Code, and to adopt stormwater utility fees sufficient to plan, fund, construct, operate and maintain a local stormwater management system pursuant to Section 403.0891(3), Florida Statutes; and

WHEREAS, the Town Council finds it to be in the best interest of the health, safety, and general welfare of the residents and citizens of the Town to provide for a municipal stormwater management utility to maintain and operate the stormwater utility; and

WHEREAS, local natural resources features (such as waterways, lakes, mangroves, wetlands, and groundwater supplies) can be protected and enhanced as part of the Stormwater Utility.

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

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

Section 2. A new section of the Town Code entitled, "Stormwater Utility System" is hereby created as follows:

STORMWATER UTILITY SYSTEM

Sec. 1. Authority.

(a) As authorized by the Town's Home Rule authority and Section 403.0893(1), Florida Statutes, as amended, a municipal stormwater utility within the geographic boundaries of the Town of Cutler Bay implementing the provisions of Section 403.0893(1), Florida Statutes which shall be known as the Cutler Bay Stormwater Utility (the "Utility") is created.

(b) The Utility shall be a public body corporate and politic which, through its governing body may exercise all those powers specifically granted herein , those powers granted by law and those powers necessary in the exercise of those powers herein enumerated.

(c) The governing body of the Utility shall be the Town Council.

(d) The Utility shall be responsible for the operation, maintenance, and governance of a Town wide stormwater utility to plan, construct, operate and maintain the Town's Stormwater Management System.

(e) The Town Manager shall be the Director of the Utility.

(f) The Utility Director shall prescribe the organization and operating

procedures of the Utility. The Utility Director shall employ such consultants and employees as may be necessary to operate the Utility.

Sec. 2. Definitions.

The following, when used in this Ordinance, shall have the meanings ascribed in this section, except where the context clearly indicates a different meaning:

(a) "*Developed Property*" shall mean any parcel of land that contains an impervious area.

(b) "*Dwelling*" shall mean any building that is wholly or partly used or intended to be used for living, sleeping, cooking and eating.

(c) "*Dwelling Unit*" shall mean any room or group of rooms located within a dwelling and forming a single habitable unit with facilities used or intended to be used for living, sleeping, cooking and eating.

(d) "*ERU*" ("Equivalent Residential Unit") shall mean the statistically estimated average of impervious area of residential developed properties per dwelling unit. The estimated average (which equals 1,548 square feet) is calculated by dividing the total estimated impervious area of residential properties by the estimated total number of dwelling units.

(e) "*Impervious Area*" shall mean the horizontal ground surface that is incapable of being penetrated by rainwater. This shall include, but not be limited to, all structures, roof extensions, slabs, patios, porches, asphalt, driveways, sidewalks, parking areas, and decks.

(f) "*Nonresidential Developed Property*" shall mean any parcel of land that contains an impervious area and that is classified by the Miami-Dade county Property Appraiser as land use types 10 through and including 99, as set forth in Florida Administrative Code Rule 12D-8.008(2)(c), as amended from time to time.

(g) "*Residential Developed Property*" shall mean any parcel of land that contains an impervious area and is classified by the Miami-Dade County Property Appraiser as land use types 00 through and including 09 as set forth in Florida Administrative Code Rule 12D-8.008(2)(c), as amended from time to time.

(h) "*Stormwater Infrastructure*" shall mean the structural, non-structural or natural features of a parcel of land or watershed which collect, convey, store, absorb, inhibit treat, use, reuse, or otherwise affect the quantity or quality of stormwater.

(i) "*Stormwater*" shall mean the surface water runoff that results from

28

rainfall.

(j) "*Stormwater Management System*" (or the "System") shall have the meaning specified by Section 403.031(16), Florida Statutes, as amended from time to time.

(k) "*Stormwater Utility*" shall have the meaning specified by Section 403.031(17) Florida Statutes, as amended from time to time.

(l) "*Stormwater Utility Fund*" shall mean that separate Fund established by the Town for the deposit and use of all Stormwater Utility Fees collected.

(m) "*Stormwater Utility Fee*" shall have the meaning specified by Section 403.0893, Florida Statutes, as amended from time to time.

Sec. 3. Findings and Determinations.

It is hereby determined and declared as follows:

(a) The Town desires to create a Stormwater Management System to maintain and improve water quality, to control flooding that results from rainfall events, to deter unmanaged rainwater from eroding sandy soils, to deter the disruption of the habitat of aquatic plants and animals and to provide for the collection of Stormwater Utility Fees for those expenses connected with the planning, constructing, operating and maintaining of a Stormwater Management System.

(b) The collection of and disposal of stormwater and regulation of groundwater are of benefit to all property within the Town including property not currently served by the system.

(c) The cost of operating and maintaining the System should, to the extent practicable, be allocated in relationship to the contributions to the system.

Sec. 4. Stormwater Utility Fee.

(a) A Stormwater Utility Fee is assessed against each Developed Property within the Town for services and facilities provided by the Stormwater Management System.

(b) The Utility Director or his/her designee is directed to prepare a list of lots and parcels within the Town and to assign a classification of Single-family Dwelling Unit, Multi-family Dwelling Unit, or Nonresidential Developed Property to each lot or parcel.

(c) ERU's shall be assigned as follows:

(1) Single Family Dwelling Units: 1.0 ERU.

(2) Multi-family Dwelling Units: 1.0 ERU per Dwelling Unit.

(3) Non-Residential Developed Properties: shall be assigned ERU's on the basis of (1) ERU per 1,548 square feet of impervious area.

(d) The following criteria shall be used to calculate Stormwater Utility Fees:

(1) Each Single-Family Dwelling Unit, Multi-family Dwelling Unit and Nonresidential Developed Property shall be assessed a Stormwater Utility Fee calculated by multiplying the rate for one ERU by the number of ERU's provided in Sections 4(c)(1), (2) and (3), respectively.

(2) For the purpose of calculating Stormwater Utility Fees, the calculation of ERU's is based upon property usage. The property usage shall be determined by the Town based on, but not be limited by, state and county land use codes, occupational licenses and site inspections.

(3) Any authorized representative of the Town shall have access to the properties at any reasonable time for the purpose of determining property usage for the purpose of calculating Stormwater Utility Fees and obtaining billing account information.

(4) The number of ERU's calculated for each account shall be rounded up to the nearest whole number.

(5) The minimum charge assessed against each Developed Property shall be one (1) ERU.

(e) The fees owed to the Town and collected by the Miami-Dade County Water and Sewer Department (WASD) with respect to the Stormwater Utility, together with investment earnings thereon, shall be deposited in the Stormwater Utility Fund and shall be used exclusively for planning, constructing, financing, operation and maintaining the Stormwater Utility and the infrastructure of the Stormwater Management System. The Town may pledge such fees as security for indebtedness incurred by it in connection with the Stormwater Utility and the Stormwater Management System.

(f) The fee per ERU Billing shall be $4.00 per month.

36

(g) The ERU fee approved in Section 4(f) may be amended by the Town Council by Resolution.

Sec. 5. Collection of Stormwater Utility Fee; Liens.

(a) The Stormwater Utility Fee shall be shown as a separate item on WASD bills (or as shown on a stormwater utility bill if no water bill is issued) and shall be paid by the owner, tenant or occupant in possession of the premises at the same time and in the same manner as is provided in WASD regulations for the payment of bills. For properties not receiving monthly utility bills for other services, the bill or statement for the Stormwater Utility Fee shall be sent to the owner of the property as determined from the tax rolls by the Town. The Utility Director may render annual or semi-annual billing on such properties if determined to be in the best interest of the Town.

(b) The Stormwater Utility Fee shall be billed to the owner, tenant or occupant of each Developed Property. If the Stormwater Utility Fee is not fully paid by the owner, tenant or occupant on or before the past due date set forth on the owner's, tenant's or occupant's bill, a ten percent (10%) late charge may be added to the bill. Any unpaid balance of the owner, tenant or occupant for a Stormwater Utility Fee shall be subject to an interest charge at a rate of eight percent (8%) per annum. Imposition of this interest charge shall commence 60 days after the past due date of the fees set forth on the bill of the owner of the Developed Property. WASD is authorized to act as the Town's agent for the purpose of billing and collecting Stormwater Utility Fees. Stormwater Utility Fees shall be billed by WASD in the same manner and subject to the same rules and regulations governing WASD's water and sewer bills, including, but to limited to, the right to discontinue service. Fees and late charges, together with any interest charges, shall be debts due and owing the Town's Stormwater Utility.

(c) All Stormwater Utility Fees, late charges and interest accruing thereupon due and owing to the Town's Stormwater Utility which remain unpaid 60 days after the past due date shall become a lien against and upon the Developed Property for which the Stormwater Utility Fees are due and owing to the same extent and character as a lien for a special assessment. Until fully paid and discharged, such fees, late charges, and interest accrued shall constitute a special assessment lien equal in rank and dignity to all other liens, encumbrances, titles, and claims in, to or against the Developed Property involved for the period of five years from the date such Stormwater Utility Fees, late charges, and interest accrued thereupon became a lien as set forth in this ordinance. This lien may be enforced and satisfied by the Town pursuant to Chapter 173, Florida Statutes, as amended from time to time, or by any other method permitted by law. The lien provided for in this

sub-section shall not be deemed to be in lieu of any other legal remedies for recovery of such fee, late charges, and accrued interest available to the Town.

(d) For Stormwater Utility Fees which become more than 60 days past due and unpaid, the Town shall cause to be filed in the office of the Clerk of the Circuit court of Miami-Dade county, Florida, a notice of lien or statement showing a legal description of the Developed Property against which the lien is claimed, its location by street and number, the name of the owner, and an accurate statement of the fees and late charges then unpaid. A copy of such notice of lien shall be mailed within a reasonable time to the owner of the Developed Property involved as shown by the records of the tax collector of Miami-Dade County. No such lien shall be enforceable by the Town unless this notice is filed within six months from the date the fees and late charges become a lien as established in this section.

(e) Liens may be discharged and satisfied by payment to the Town of the aggregate amounts specified in the notice of lien, together with interest accrued, and all filing and recording fees. When any such lien has been fully paid or discharged, the Town shall cause evidence of the satisfaction and discharge of such lien to be filed with the office of the Clerk of the Circuit court of Miami-Dade County, Florida.

(f) Notwithstanding other provisions to the contrary, the Utility Director shall have the discretion not to file notices of lien for fees, late charges, and interest accrued in an amount less than one hundred dollars ($100.00). If the Utility Director elects not to file a notice of lien, such fees, late charges, and accrued interest shall remain as debts due and owing in accordance with section (b) above.

(g) The owner of Developed Property is ultimately responsible for all unpaid fees established under this section.

(h) The Utility Director or his designee is authorized and directed to certify upon written request the amount of fees, late charges and interest accrued, which are due and owing to the Town for any Developed Property which is subject to payment of said fees, or the Town Manager may certify that no fees, late charges or accrued interest are due and owing.

Sec. 6. Request for Adjustment.

The owner, tenant or occupant may request an adjustment of the Stormwater Utility Fees assessed against a parcel of Developed Property. The Utility Director or his designee shall be authorized to adjust the stormwater utility fee upon determination that the property should not be subject to the assessment of a fee or that the

calculated fee is incorrect. The procedure to request an adjustment shall be as follows:

(a) All requests shall be in writing and set forth in detail the grounds upon which relief is sought.

(b) All adjustment requests shall be submitted no later than 30 calendar days from the date of the bill under dispute.

(c) The owner, tenant or occupant requesting the adjustment may be required, at his own cost, to provide supplemental information to the Utility director, including, but not limited to, survey data and engineering reports approved by either a registered professional land surveyor (R.P.L.S.) or professional engineer (P.E.). Failure to provide such information may result in denial of the adjustment request.

(d) The Utility Director shall provide the person requesting the adjustment with a written determination of the request. Any adjustments shall be prorated monthly.

(e) No adjustment may be requested unless the Stormwater Utility Fee is first paid to the Town.

Section 2. Repeal of conflicting Ordinances. Article IV of Chapter 24 of the Miami-Dade County Code, concerning the same subject matter, as made applicable to the Town by Article VIII, Sections 8.3 of the Town Charter, is hereby repealed and replaced. Notwithstanding the foregoing, for the purposes of the collection of past due fees assessed prior to the effective date of this ordinance, the prior provisions of Chapter 24 of the Town Code shall remain in effect.

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

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

Section 6. Effective Date. This ordinance shall take effect ten (10) days after adoption on second reading.

PASSED on first reading this 14th day of November, 2007.

PASSED and ADOPTED on second reading this 19th day of December, 2007.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

TOWN OF CUTLER BAY
INCORPORATED
2005
FLORIDA

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

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

Moved By: Councilmember Bell
Seconded By: Councilmember Sochin

FINAL VOTE AT ADOPTION:

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

34

ATTACHMENT D

RESOLUTION NO. 08-16

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE FIVE (5) YEAR INTERLOCAL AGREEMENT BETWEEN THE TOWN OF CUTLER BAY AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR STORMWATER MANAGEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 403.0893, Florida Statutes, authorizes the establishment of stormwater utilities to plan, construct, operate and maintain stormwater management systems; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility (hereinafter referred to as the "Utility"), and which Utility may operate within a municipality or municipalities; and

WHEREAS, it is the intent of the Utility and the Town through this Agreement attached as Exhibit "A", to establish relationships and responsibilities for the maintenance of shared stormwater systems by the Town and the Utility; and

WHEREAS, the Utility and the Town recognize that there are operating costs, as well as benefits, associated with maintaining shared stormwater drainage systems; and

WHEREAS, the Utility and the Town want to share these costs in proportion to the drainage area the service provided and the benefits received.

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

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

Section 2. Authorization. The Town Manager is hereby authorized to execute the Five (5) Year Interlocal Agreement between the Town of Cutler Bay and the Miami-Dade County Stormwater Utility for Stormwater Management, in substantially the form attached hereto in Exhibit "A".

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

PASSED AND ADOPTED this 19th day of March, 2008.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

TOWN OF CUTLER BAY
INCORPORATED
2005
FLORIDA

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

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

Moved By: Councilmember Meerbott
Seconded By: Councilmember Sochin

FINAL VOTE AT ADOPTION:

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

36