VILLAGE OF PALMETTO BAY
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VILLAGE OF PALMETTO BAY

MUNICIPAL CHARTER

Charter Commission Note - The following is the Charter of the Village, as adopted by referendum and effective on September 10, 2002.

On February 26, 2002, the Miami-Dade County Board of County Commissioners appointed the following residents as members of the Palmetto Bay Charter Commission: Edward P. Ludovici, as Chairman, Thomas Ringel, as Vice Chairman, Mary T. Cagle, Stephen Yenzer and Paul J. Schwiep. The Charter Commission met during the months of March, April and May 2002 to draft the Charter for the Village. On December 5, 2005, via village resolution 05-107, the mayor and village council appointed the following residents as members of the Palmetto Bay Charter Revision Commission: Thomas Ringel, Brian Pariser, Barnett Greenberg; Stanley Kowlessar, Susan Ludovici and non-voting council liaison member Paul Neidhart. The Charter Revision Commission selected Mr. Ringel as Chair and Mrs. Ludovici as the vice-chair. The Commission met during the months of February, March, and April, 2006 to draft proposed revisions to the Charter for the Village.

On June 25, 2009, a Special Election was called to present Charter amendments via mail-in ballot. The results are noted by either additions (being underlined) or deletions (overstriked.)

PREAMBLE

We, the people of the Village of Palmetto Bay, in order to secure for ourselves the benefits and responsibilities of home rule, in order to provide a municipal government to serve our present and future needs, do hereby adopt this Charter.

CITIZENS' BILL OF RIGHTS

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

> (1) *Convenient Access.* Every person has the right to transact Village business with a minimum of personal inconvenience. It shall be the duty of the Mayor, the Village Council and the Village Manager to provide, within budget limitations, reasonably convenient times and places for registration and voting, for required inspections, and for transacting business with the Village.

(2) *Truth in Government.* No municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.

(3) *Public Records.* All audits, reports, minutes, documents and other public records of the Village and its boards, agencies, departments and authorities shall be open for inspection at reasonable times and places convenient to the public.

(4) *Minutes and Ordinance Register.* The Village Clerk shall maintain and make available for public inspection an ordinance register separate from the minutes showing the votes of each member on all ordinances and resolutions listed by descriptive title. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than 30 days after the conclusion of the meeting.

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

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

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

(8) *Right to Public Hearing.* Upon a timely written request from any interested party, and after presentation of the facts to and approval by the Council, a public hearing shall be held by any Village agency, board, department or authority upon any significant policy decision to be issued by it which is not subject to

subsequent administrative or legislative review and hearing. This provision shall not apply to the Law Department of the Village nor to any person whose duties and responsibilities are solely advisory.

At any zoning or other hearing in which review is exclusively by certiorari, a party or his/her counsel shall be entitled to present his/her case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross examination as may be required for a full and true disclosure of the facts. The decision of such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.

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

(10) *Manager's and Attorney's Reports.* The Village Manager and Village Attorney shall periodically make a public status report on all major matters pending or concluded within their respective areas of concern.

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

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

(13) *Representation of Public.* The Mayor shall endeavor to designate one or more individuals to represent the Village at all proceedings before County, State and Federal regulatory bodies who actions may significantly affect the Village and its residents.

(B) The foregoing enumeration of citizens' rights vests large and pervasive powers in the citizenry of the Village. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the Village. The orderly, efficient and fair operation of government requires the participation of individual citizens

exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.

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

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

Section 1.1 Corporate Existence.

A municipal corporation resulting from the election authorized by Resolution R-1296-01 adopted on November 20, 2001 by the Miami-Dade County Board of County Commissioners, which permitted the continuing process of incorporation of the area described in Section 1.3 below, originally known as the Village of Palmetto Bay, and which shall hereafter be known by the name selected for the Village (the "Village") is hereby created pursuant to the Constitution of the State of Florida (the "State") and the Home Rule Charter of Miami-Dade County (the "County"). The corporate existence of the Village shall commence September 10, 2002 or such other date as this charter is approved by election.

Section 1.2 Form of Government.

The Village shall have a "Council-Manager" form of government.

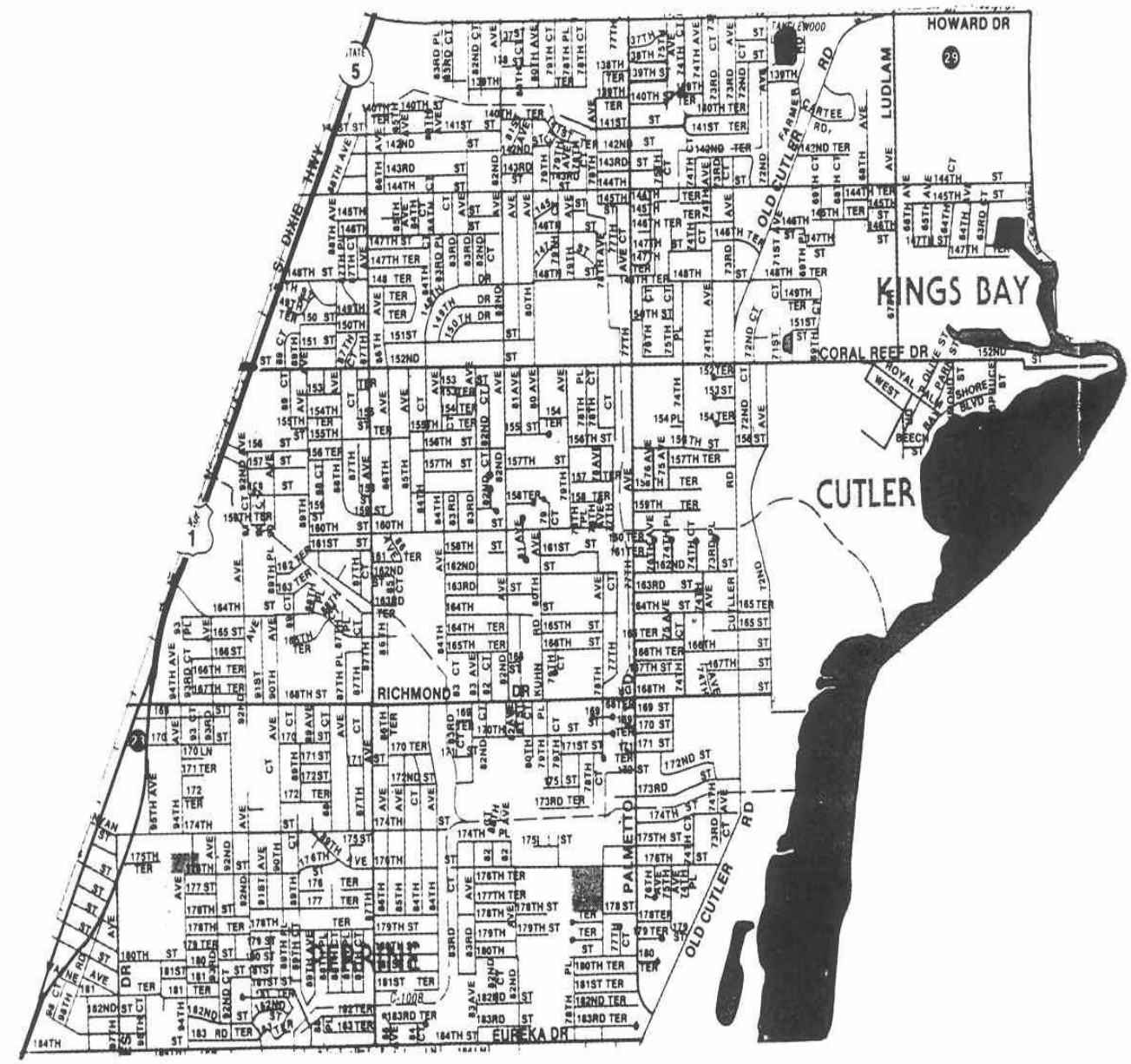
Section 1.3 Corporate Boundary.

The corporate boundaries of the Village are generally described as follows and shown on the map on page 5. In case of a conflict between the Legal Description and the Map, the Legal Description shall govern.

Northern Boundary:	S.W. 136 Street and the City of Coral Gables
Eastern Boundary:	City of Coral Gables and Biscayne Bay
Southern Boundary:	S.W. 184 Street
Western Boundary:	Center line of U.S. 1 from S.W. 136 Street, southwesterly to S.W. 160 Street, then to the centerline of southbound U.S. 1 from S.W. 160 Street to S.W. 184 Street.

The Legal Description for the Village is as follows: See Appendix A

MAP OF VILLAGE



Section 1.4 Powers.

(A) The Village shall have all available governmental, corporate and proprietary powers and may exercise them except when prohibited by law. Through the adoption of this Charter, it is the intent of the electors of the Village to grant to the municipal government

established by this Charter the broadest exercise of home rule powers permitted under the Constitution and laws of the State of Florida.

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

Section 1.5 Construction.

This Charter and the powers of the Village shall be construed liberally in favor of the Village.

ARTICLE II. MAYOR, VICE-MAYOR AND VILLAGE COUNCIL

Section 2.1 Mayor and Vice-Mayor.

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

(1) The Mayor shall present a State of the Village address annually.

(2) The Mayor may create and appoint subject to Council approval, committees of the Council which may include non-Council members. The members of each committee shall select a chair.

(3) The Mayor shall be recognized as head of the Village government for all ceremonial purposes, for purposes of military law, and for service of process.

(4) The Mayor shall be the official designated to represent the Village in all dealings with other governmental entities.

(5) The Mayor shall execute contracts, deeds and other documents on behalf of the Village as authorized by the Council.

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

Section 2.2 Village Council.

There shall be a Village Council (the "Council") vested with all legislative powers of the Village. The Council shall consist of the Mayor, Vice-Mayor, and three Residential Council members (“Council members"). References in this Charter to the Council and/or Council members shall include the Mayor and Vice-Mayor unless the context dictates otherwise.

Section 2.3 Election and Term of Office.

(A) *Election and Term of Office.* The Mayor, Vice-Mayor and each Council member shall be elected at-large for four year terms by the electors of the Village in the manner provided in Article V of this Charter. Said term shall end upon the swearing in of his/her successor.

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

(C) *Residential Areas. Seats 1-3.* The Village shall be divided into three residential areas. Individually each is a "Residential Area" collectively "Residential Areas." One Council member shall be elected to a Seat from each Residential Area. Council members from Residential Areas are collectively the "Residential Area Council members." Individually each is a "Residential Area Council member." The Residential Areas corresponding to each Seat are formally set forth below:

Seat 1	Northern Boundary:	S.W. 136 Street and the City of Coral Gables
	Eastern Boundary:	City of Coral Gables and Biscayne Bay
	Southern Boundary:	S.W. 152 Street and all of Royal Harbor Yacht Club and Paradise Point
	Western Boundary:	Center line of U.S. 1
Seat 2	Northern Boundary:	S.W. 152 Street excluding all of Royal Harbor Yacht Club and Paradise Point
	Eastern Boundary:	Biscayne Bay
	Southern Boundary:	S.W. 168 Street
	Western Boundary:	Center line of U.S. 1 from S.W. 152 Street southwesterly to S.W. 160 Street, then the centerline of

		southbound U.S. 1 from S.W. 160 Street to S.W. 168 Street
Seat 3	Northern Boundary:	S.W. 168 Street
	Eastern Boundary:	Biscayne Bay
	Southern Boundary:	S.W. 184 Street
	Western Boundary:	Center line of southbound U.S. 1

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

(E) *Limitations on Lengths of Service.* No person shall serve as Mayor or Vice-Mayor, or council person for more than two consecutive terms. No person may serve on the Council for more than two consecutive terms. No person may serve as a combination of Mayor, Vice-Mayor and Council member for more than eight consecutive years.

Section 2.4 Qualifications.

Candidates for Mayor, Vice-Mayor or Council member shall qualify for election by the filing of a written notice of candidacy with the Village Clerk at such time and in such manner as may be prescribed by ordinance ("Qualifying Date") and paying to the Village Clerk a qualifying fee of $100.00, in addition to any fees required by Florida Statutes. A person may not be a candidate for more than one office in the same election. Only electors of the Village, as defined by Section 5.1(a), who have resided continuously in the Village for at least two years preceding their Qualifying Date shall be eligible to hold the Office of Mayor, Vice-Mayor or Council member. In addition, a person may not be a candidate for an open Residential Council member Seat (“Open Seat”) unless that person has resided in the Residential Area s/he seeks to represent continuously for a period of one year preceding his/her Qualifying Date. If at the conclusion of the qualifying period no elector has filed or qualified for an Open Seat, then the qualifying period for that Open Seat shall be reopened for a period of five business days and any qualified elector who resides in the relevant Residential Area and has resided continuously in the Village for at least two years may file a written notice of candidacy for the Open Seat in accordance with the provisions of this Section.

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

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

(B) *Forfeiture of Office*

(1) *Forfeiture by disqualification.* The Mayor, Vice-Mayor or Council member, shall forfeit his/her office if at any time during his/her term s/he:

(a) ceases to maintain his/her permanent residence in the Village.

(b) in the case of a Residential Area Council member, upon his/her ceasing to reside in his/her respective Residential Area; a Residential Area Council member shall not forfeit his/her office under this paragraph if, in the process of relocating within a Residential Area, s/he lives outside of his/her Residential Area but within the Village for a period of no more than 90 calendar days.

(c) otherwise ceases to be a qualified elector of the Village.

(2) *Forfeiture by absence.* The Mayor, Vice-Mayor or Council member shall be subject to forfeiture of his/her office, in the discretion of the remaining Council members, if s/he is absent without good cause from any three regular meetings of the Council during any calendar year or if s/he is absent without good cause from any three consecutive regular meetings of the Council, whether or not during the same calendar year.

(3) *Procedures.* The Council shall be the sole judge of all questions relating to forfeiture of a Council member's office, including whether or not good cause for absence has been or may be established. The burden of establishing good cause shall be on the Council member in question; provided, however, that any Council member may at any time during any duly held meeting move to establish good cause for the absence of him/herself or the absence of any other Council member, from any past, present or future meeting(s), which motion, if carried, shall be conclusive. A Council member who is subject to forfeiture of his/her office, shall not vote on any such matters. The Council member in question shall be entitled to a public hearing upon request regarding an alleged forfeiture of office. If a public hearing is requested, notice thereof shall be published in one or more newspapers of general circulation in the Village at least one week in advance of the hearing. Any final determination by the Council that a Council member has forfeited his/her office shall be made by a majority of the Council by resolution. All votes and other acts of the Council member in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

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

(1) If less than six months remain in the unexpired term, the vacancy shall be filled by a nomination of the Mayor made within 30 calendar days following the occurrence of the vacancy, subject to confirmation by the Council.

(2) If six months or more remain in the unexpired term, the vacancy shall be filled by a nomination of the Mayor made within 30 calendar days following the occurrence of the vacancy, subject to confirmation by the Council. The nominee shall fill the vacancy until the next regularly scheduled election in

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

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

(4) A vacancy in Seats 1-3 shall be filled by a qualified elector residing in the respective Residential Area. A vacancy for Vice-Mayor shall be filled by any qualified elector of the Village.

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

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

(7) Notwithstanding any quorum requirements established in this Charter, if at any time the full membership of the Council is reduced to less than a quorum, the remaining members may, by majority vote, confirm additional members to the extent otherwise permitted or required under this subsection (c).

(8) In the event that all members of the Council are removed by death, disability, recall, forfeiture of office and/or resignation, the Governor of the State of Florida shall appoint interim Council members who shall call a special election within not less than 30 calendar days or more than 60 calendar days after such appointment. The election shall be held as provided for in Article V, provided however, in order to ensure staggered terms, council member elected to Seat 2 or Vice-Mayor shall service for years during their initial term. However, that if there are less than six months remaining in any of the unexpired terms, such interim Council appointee(s) by the Governor shall serve out the unexpired terms. Appointees must meet all requirements for candidates provided for in this Article.

Section 2.6 Compensation; Reimbursement for Expenses.

Council members and the Vice-Mayor shall receive compensation in the amount of $1,000.00 per month and the Mayor shall receive compensation in the amount of $2,000.00 per month. These payments shall be increased or decreased solely by amendment of this Charter. Furthermore elected officials and authorized employees of the Village shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties.

Section 2.7 Recall

The electors of the Village shall have the power to recall and to remove from office any elected official of the Village to the extent permitted by the Constitution and the laws of the State of Florida. The minimum number of electors of the Village which shall be required to initiate a recall petition shall be ten (10) percent of the total number of electors registered to vote at the last regular Village election.

ARTICLE III. ADMINISTRATIVE

Section 3.1 Village Manager.

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

Section 3.2 Village Manager; Appointment, Removal.

The Village Manager shall be appointed by a majority vote of the Council. The Village Manager shall be removed by a majority vote of the Council.

Section 3.3 Powers and Duties of the Village Manager.

The Manager shall:

(1) Be responsible for the appointing, hiring, promoting, supervising and removing of all Village employees, except the Village Attorney and all employees of the Office of the Village Attorney.

(2) Direct and supervise the administration of all departments and offices but not Village boards or committees, unless so directed by the Council from time to time;

(3) Attend Council meetings and have the right to take part in discussion but not the right to vote;

(4) Ensure that all laws, provisions of this Charter and directives of the Council, subject to enforcement and/or administration by him/her or by employees subject to his/her direction and supervision, are faithfully executed;

(5) Prepare and submit to the Council a proposed annual budget and capital program;

(6) Submit to the Council and make available to the public an annual report on the finances and administrative activities of the Village as of the end of each fiscal year;

(7) Prepare such other reports as the Council may require concerning the operations of Village departments, offices, boards and agencies;

(8) Keep the Council fully advised as to the financial condition and future needs of the Village and make such recommendations to the Council concerning the affairs of the Village as s/he deems to be in the best interests of the Village;

(9) Execute contracts and other documents on behalf of the Village as authorized by the Council;

(10) Perform such other duties as are specified in this Charter or as may be required by the Council; and

(11) Pursue the collection of all allowable fees and taxes and maximize financial reserves as is necessary to sustain the Village and the service levels requested by the citizenry. Periodically compare fee structure to similarly sized municipalities to ensure fair and appropriate pricing.

Section 3.4 Acting Village Manager.

To perform his/her duties during his/her temporary absence or disability, the Village Manager may designate, by letter filed with the Council, a qualified employee of the Village. In the event of failure of the Village Manager to make such designation or should the Council be dissatisfied with performance of the person designated, the Council may appoint another employee to serve as Acting Village Manager.

Section 3.5 Bond of Village Manager.

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

Section 3.6 Village Clerk.

The Village Council shall appoint the Village Clerk (the "Village Clerk"). The Village Clerk shall give notice of all Council meetings to its members and the public, and shall

keep minutes of the Council's proceedings. The Village Clerk shall perform such other duties as the Village Council may prescribe from time to time. The Village Clerk shall report to the Village Council. The Village Clerk may be removed by the Village Council. The Village Clerk shall maintain the seal of the Village and attest the Mayor's or Manager's signature, as the case may be, on all documents if needed.

Section 3.7 Village Attorney.

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

Section 3.8 Expenditure of Village Funds.

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

Section 3.9 Village Boards and Agencies.

The Council shall establish or terminate such boards and agencies as it may deem advisable from time to time. The boards and agencies shall report to the Council.

Section 3.10 Competitive Procurement Requirements/Purchasing.

(A) Except as otherwise provided by law, contracts for public improvements and purchases of supplies, materials or services shall be awarded or made on the basis of clearly drawn specifications and competitive procurement, except in cases where the Council, based on the written recommendation of the Village Manager, specifically determines by affirmative vote of four Council members that it is impracticable or not advantageous for the Village to do so. The Village Council shall have the power to reject all responses to competitive procurement and advertise again.

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

ARTICLE IV. LEGISLATIVE

Section 4.1 Council Meeting Procedure.

(A) *Meetings.* The Council shall hold at least 11 regular monthly meetings in each calendar year, at such times and places as the Council may prescribe. Special meetings may be held on the call of the Mayor or upon the call of three Council members upon no

less than 48 hours notice to the public or such shorter time as a majority of the Council deems necessary in case of an emergency affecting life, health, property or the public peace.

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

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

(D) *Meeting Time Limits.* No meeting of the Council shall extend later than midnight except upon the affirmative vote of a majority of members present at the meeting.

Section 4.2 Prohibitions.

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

(B) *Interference With Administration.*

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

(2) Any willful violation of this Section by the Mayor or any Council member shall be grounds for his/her removal from office by an action brought in the Circuit Court by the State Attorney of Miami-Dade County.

(C) *Holding Other Office.* No elected Village official shall hold any appointed Village office or Village employment while in office, or any other county, state or federal elected office. No former elected Village official shall hold any compensated appointive Village office or Village employment until one (1) year after the expiration of his/her term.

Section 4.3 Ordinances.

(A) *Actions Requiring an Ordinance.* In addition to other acts required by law or by specific provision of this Charter to be effected or authorized by ordinance, those acts of the Village Council shall be by ordinance which:

(1) Adopt or amend an administrative regulation or establish, alter or abolish any Village office, department, board or agency;

(2) Establish a rule or regulation the violation of which carries a penalty;

(3) Levy taxes or appropriate funds;

(4) Grant, renew or extend a franchise;

(5) Set service or user charges for municipal services or grant administrative authority to set such charges;

(6) Authorize the borrowing of money in accordance with section 4.11;

(7) Convey or lease or authorize by administrative action the conveyance or lease of any lands of the Village; or

(8) Amend or repeal any ordinance previously adopted, except as otherwise provided in this Charter.

Section 4.4 Emergency Ordinances.

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

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

(2) *Procedure.* An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced and shall be enacted by no less than four members of the Council. After its adoption, the ordinance shall be published and printed as prescribed for other ordinances.

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

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

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

Section 4.5 Annual Budget Adoption.

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

(B) *Budget Adoption.* The Council shall by ordinance adopt the annual budget on or before the thirtieth (30th) day of September of each year in accordance with applicable Florida law.

(C) *Specific Appropriation.* The budget shall be specific as to the nature of each category of appropriations therein. Reasonable appropriations may be made for contingencies, but only within defined spending categories.

Section 4.6 Fiscal Year.

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

Section 4.7 Appropriation Amendments During the Fiscal Year.

(A) *Supplemental Appropriations.* If, during any fiscal year, revenues in excess of those estimated in the annual budget are available for appropriation, the Council may by

ordinance make supplemental appropriations for the fiscal year up to the amount of such excess.

(B) *Reduction of Appropriations.* If, at any time during the fiscal year, it appears probable to the Village Manager that the revenues available will be insufficient to meet the amount appropriated, s/he shall report in writing to the Council without delay, indicating the estimated amount of the deficit, and his/her recommendations as to the remedial action to be taken. The Council shall then take such action as it deems appropriate to prevent any deficit spending.

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

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

(B) *Recording.* The Village Clerk shall keep properly indexed books in which shall be recorded, in full, all ordinances and resolutions passed by the Council. Ordinances shall, at the direction of the Council, be periodically codified. The Village Clerk shall also maintain the Charter in current form including all Charter amendments.

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

Section 4.9 Tax Levy, Assessments and Fees.

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

Section 4.10 Independent Audit.

The Council shall provide for an annual independent audit of all Village accounts and may provide more frequent audits as it deems necessary. Audits shall be made in accordance with generally accepted auditing standards by a certified public accountant or firm of such accountants who have no personal interest direct or indirect in the fiscal affairs of the Village government, its employees or officers. Residency, per se, shall not constitute a direct or indirect interest. A summary of the results, including any deficiencies found, shall be made public. A written response to any noted deficiencies shall be the responsibility of the Village Manager. The response shall be made public no more than 90 calendar days from delivery of the independent auditor’s report.

Section 4.11 Borrowing.

The Village shall incur no debt unless the incurrence of such debt is approved by a majority of the council.

ARTICLE V. ELECTIONS

Section 5.1 Elections.

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

(B) *Nonpartisan Elections.* All elections for the Council, Vice-Mayor and Mayor shall be conducted on a nonpartisan basis. The ballot shall not show the party designation of any candidate.

(C) *Election Dates.* A general election shall be held in each even-numbered year, on the first Tuesday following the first Monday in November of that year.. A runoff election, if necessary, ~~shall be held on the third Tuesday in November~~ shall be held by the Village as provided by ordinance, which ordinance shall schedule and authorize the runoff date, in compliance with state law. The Council shall hold no meetings between the general election and the swearing in of those newly elected or re-elected Council members except in the case of an emergency affecting life, health, property or the public peace.

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

(E) *Run-off Election.* If necessary, the ballot for the runoff election shall contain the names of the two candidates for Mayor, the two candidates for Vice-Mayor, and the names of the two candidates for each Council Seat, who received the most votes in the general election. The ballot shall instruct electors to cast one vote for Mayor, one vote for Vice-Mayor, and one vote for each Council Seat, with a maximum of one vote per candidate. The candidate for Mayor receiving the most votes shall be duly elected

Mayor. The candidate for Vice-Mayor receiving the most votes shall be duly elected Vice-Mayor. The candidate for each Council Seat receiving the most votes shall be duly elected to that Council Seat.

(F) *Special Elections.* Special elections, when required, shall be scheduled by the Council at such times and in such a manner as shall be consistent with this Charter and State law.

(G) *Single Candidates.* No election for Mayor or Vice-Mayor or any Council Seat shall be required in any election if there is only one duly qualified candidate for Mayor, Vice-Mayor or for any Council Seat. That candidate shall be considered elected by operation of law.

(H) *Commencement of Terms.* The term of office of all elected officials will commence at the next regularly scheduled council meeting following the day of the run-off election or, if there is no run-off election for Mayor, Vice-Mayor or Council Seat, at the next regularly scheduled council meeting after the general election.

Section 5.2 Initiative and Referendum.

(A) *Power to Initiate and Reconsider Ordinances.*

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

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

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

proposed ordinance shall be approved as to legal sufficiency by the Village Attorney prior to circulation.

(C) *Petitions.*

(1) *Number of Signatures.* Initiative and referendum petitions must be signed by at least five (5) percent of the total number of electors registered to vote at the last regular Village election.

(2) *Form and Content.* All pages of a Petition shall be assembled as one instrument of filing. Each signature shall be executed in ink and shall be followed by the printed name and address of the person signing. Petitions shall contain or have attached throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.

(3) *Affidavit of Circulator.* Each page of a Petition shall have attached to it, when filed, an affidavit executed by the circulator stating that s/he personally circulated the page, the number of signatures contained, that all the signatures were affixed in his/her presence that s/he believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

(4) *Filing Deadline.* All Petitions must be filed within 60 calendar days of the date a proper Affidavit is filed pursuant to subsection (B) of this section.

(D) *Procedure for Filing.*

(1) *Certificate of Clerk; Amendment.* Within 20 calendar days after an initiative Petition is filed or within five business days after a referendum Petition is filed, the Village Clerk shall complete a certificate as to its sufficiency ("the Certificate"). If insufficient the Certificate shall specify the particulars of the deficiency. A copy of the Certificate shall be promptly sent to the Committee by registered mail. Grounds for insufficiency are only those specified in subsection (C) of this Section. A Petition certified insufficient for lack of the required number of valid signatures may be amended once if the Committee files a notice of intention to amend it with the Village Clerk within two calendar days after receiving the copy of the Certificate and files a Supplementary Petition ("Supplementary Petition") with the Village Clerk with additional valid signatures within ten calendar days after receiving the copy of such Certificate. Such Supplementary Petition shall comply with the requirements of subsection (C) of this Section. Within five business days after a Supplementary Petition is filed, the Village Clerk shall complete a Certificate as to the sufficiency of the Petition as amended ("Amended Petition") and promptly send a copy of such Certificate to the Committee by registered mail.

(2) *Council Review.* If a Petition or Amended Petition is certified sufficient, the Village Clerk shall promptly present his/her certificate to the Council and such Certificate shall then be a final determination as to the sufficiency of the petition. If a petition has been certified insufficient and the Committee does not file notice of intention to amend it or if an Amended Petition has been certified insufficient, the Committee may, within two calendar days after receiving the copy of such Certificate, file a request with the Village Clerk that it be reviewed by the Council. The Council shall review the Certificate at its next regularly scheduled meeting following the filing of such request and approve or disapprove it. The Council's determination shall then be a final determination as to the sufficiency of the Petition.

(E) *Action on Petitions.*

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

(2) *Submission to Electors.* The vote of the Village on a proposed or referred ordinance shall be held not less than 30 calendar days or more than 60 calendar days from the date the Council acted or was deemed to have acted pursuant to paragraph (1) of this subsection. If no regular election is to be held within the period described in this paragraph, the Council shall provide for a special election, except that the Council may, in its discretion, provide for a special election at an earlier date within the described period. Copies of the proposed or referred ordinance shall be made available at the polls.

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

(F) *Results of Election.*

(1) *Initiative.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of

the election results. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. If the proposed initiative ordinance fails, it or any ordinance that is substantially similar may not be submitted in accordance with this Article for at least one year from the date of the election.

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

ARTICLE VI. CHARTER AMENDMENTS

Section 6.1 Procedure to Amend.

(A) The Charter may be amended in accordance with the provisions of Section 5.03 of the Home Rule Charter of Miami-Dade County. The Village shall enact an ordinance to implement this Article.

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

Section 6.2 Charter Revision.

(A) At its first regular meeting in December 2005, and thereafter every fifth year, the Council shall appoint and fund a Charter Revision Commission (the "Commission").

(B) The Commission shall consist of five persons including one from each of the three Residential Areas. One appointment shall be made by the Mayor, Vice-Mayor and each Council member. In addition, the Mayor shall appoint one person to the Commission who is the Vice-Mayor or Council member who is serving a second consecutive term, who shall serve as a non-voting Commission member. In the event a second term Vice-Mayor or Council member is not serving, the Mayor may appoint a sitting Vice Mayor or Council member. The Mayor shall not be eligible for appointment to the Commission. The Commission shall commence its proceedings within 45 calendar days after appointment by the Council.

(C) If the Commission determines that an amendment or revision is needed, it shall submit the same to the Council no later than the deadline established by the County Commission on Elections, so that the amendments or revisions can make the ballot of the next regularly scheduled election of the village. Alternative proposals may be submitted. The Council shall submit suggested amendments and revisions to the electors of the Village in accordance with the provisions of Section 6.1, at the next regularly scheduled election.

ARTICLE VII. GENERAL PROVISIONS

Section 7.1 Severability.

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

Section 7.2 Conflicts of Interest; Ethical Standards.

(A) All Council members, officials and employees of the Village shall be subject to the standards of conduct for public officers and employees set by law. The Council may, by ordinance, adopt additional standards of conduct and Code of ethics, but in no case inconsistent with law.

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

(C) Without in any way limiting the generality of the foregoing, no Council member shall have a financial interest, direct or indirect, or by reason of ownership of stock or other equity ownership in any corporation or entity, in any contract or in the sale to the Village or to a contractor supplying the Village of any land or rights or interests in any land, materials, supplies, or services unless, after full disclosure to the Council of the nature and extent of such interest, the same is authorized by the Council before the event or accepted and ratified by the Council after the event. No member of the Council who possesses such a financial interest shall vote on, or participate in the Council deliberations concerning, any such contract or sale. Any violation of this Section with the knowledge of the person or entity contracting with the Village shall render the contract voidable by the Council.

Section 7.3 Village Personnel System.

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

Section 7.4 Variation of Pronouns.

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

Section 7.5 No Discrimination.

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

Section 7.6 Lobbyists

(A) No person or firm who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a contribution to a candidate who is elected Mayor, Vice-Mayor or Council member, shall be permitted to lobby on behalf of another, any elected official, employee or appointed board or committee member for a period of four (4) years following the swearing in of the subject elected official.

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

(1) Register with the Village Clerk prior to lobbying any Village government official, ie: Village Council member, employee, board or committee member.

(2) Disclose in writing all persons and/or entities the lobbyist is representing and submit a letter of permission from said person or entity.

(3) Submit a full disclosure of the comprehensive terms of all compensation or consideration the lobbyist is being paid for such activities.

(4) Disclose in writing all Village government officials directly contacted by the lobbyist, any expenditures involved, any fundraising or campaign contributions made directly or indirectly by the lobbyist to any Village government officials or on their behalf.

(5) Direct the Village Clerk to disseminate to the Village Council, prior to any public hearing, on the event or matter for which such lobbyist may appear all disclosures required herein or as otherwise required by State or County law.

Any violation of this section shall render the issue being lobbied voidable.

Section 7.7 Precedence over Related Laws.

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

provisions of this Charter or Code adopted pursuant thereto shall supersede and be in full force and effect.

ARTICLE VIII. TRANSITION PROVISIONS

Section 8.1 Interim Adoption of Codes and Ordinances.

Until otherwise modified or replaced by this Charter or the Village Council, all Codes, ordinances and resolutions in effect on the date of adoption of this Charter shall, to the extent applicable to the Village, remain in full force and effect as municipal Codes, ordinances and resolutions of the Village. Until otherwise determined by the Village Council, said codes, ordinances and resolutions shall be applied, interpreted and implemented by the Village in a manner consistent with established policies of Miami-Dade County on the date of this Charter.

ARTICLE IX. SPECIAL CONDITIONS

Section 9.1 Interlocal Agreements.

Within one hundred eighty (180) days after the election of a municipal council, the Village will enter into an interlocal agreement ("Interlocal Agreement") with Miami-Dade County to set forth contractual provisions establishing the municipality's relationship with Miami-Dade County to the extent required by the Charter.

Section 9.2 County Services.

The Village shall remain a part of and receive services at a minimum service level equal to the service level as of the date of approval of this Charter by the electors of the Village, in perpetuity, from the:

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

Provided that the County shall not have the right or ability to impair or infringe upon the functions and powers assumed by the village upon incorporation.

~~Section 9.3 Specialized Law Enforcement Services.~~

~~The Village shall pay from its municipal funds, for specialized law enforcement services to be exclusively provided by the Miami-Dade Police Department in perpetuity. Payment amounts and other pertinent terms relating to the provision of specialized police services shall be set forth in a contract between the Village and Miami-Dade County. These specialized police services include, but are not limited to, tactical services, such as special response team, canine, aviation, bomb squad investigations and central~~

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

Section 9.4 Local Patrol Police Services.

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

~~**Section 9.5 Municipal Service Trust Fund.**~~

~~For the reasons outlined in the Palmetto Bay Area Municipal Advisory Committee's Report ("the Report), the Village shall make an annual contribution from municipal revenues to the County's Municipal Service Trust Fund ("MSTF"). The initial annual contribution amount shall be $1.578 million, which is the equivalent of one mill of the value of taxable real property within the boundaries of the village on the date the incorporation was approved. Subsequent annual payments will be adjusted in accordance with the Consumer Price Index, as is outlined in the Report, but shall not otherwise be subject to any other increases.~~

~~The mitigation amount paid by the Village each year, measured from date of incorporation, will not exceed the millage equivalent payment made by the Town of Miami Lakes in the comparable year, measured from the date of incorporation times the tax roll for Palmetto Bay for the current year.~~

~~Contributions to the MSTF shall be in perpetuity, subject to this Article.~~

~~The Village agrees that the MSTF will be utilized to (1) maintain police services in the unincorporated areas proximate to the Village (with first priority being given to the now defined Police District 4 area) recognizing that crime does not respect political boundaries and that provision of police services to the neighboring communities directly benefits the Village; and (2) provide a municipal assistance retainer enabling the Village to obtain certain advice, expertise, training, financial budgeting/planning, and~~

~~technological services, planning and other assistance from the County, as requested by the Village. Zoning services shall be subject to the County's fee schedule and subject to the policies as set by the Village Council.~~

~~The Village agrees that Miami-Dade County may retain payments it would otherwise make to the Village from fees collected by the County on behalf of the Village to offset all or a portion of the amount due from the Village to the MSTF.~~

~~If the Burger King property located at 17777 Old Cutler Road becomes tax-exempt property the Village's contribution to the MSTF shall be reduced by $26,966.00, which is the equivalent of 40% of the property taxes ($67,415.15) generated by this property. Subsequent annual reductions will be increased in accordance with the Consumer Price Index. The contribution by the Village to the MSTF may also be reduced as specified in Article X, Section 10.3.~~

~~The contribution by the Village to the MSTF shall be renegotiated should significant changes in the composition of the remaining unincorporated area occur. These changes include but are not limited to:~~

~~(A) The remaining unincorporated municipal service area is reduced to fewer than 500,000 residents, or~~

~~(B) The unincorporated municipal service area per capita tax base exceeds the Miami-Dade County's per capita tax base.~~

~~In the event of 100% incorporation of Miami-Dade County within the Urban Development Boundary the Village's obligation to contribute to MSTF will cease.~~

Section 9.6 Regulatory Control.

The local government comprehensive plan adopted by the Village of Palmetto Bay pursuant to Chapter 163, Part II, Florida Statutes, shall be consistent with the adopted Miami-Dade County Comprehensive Development Master Plan (the CDMP) as it may be amended from time to time, as applied to the site of the Florida Power and Light Cutler Ridge Electric Power Generating Plant, a facility of countywide significance delineated by the plat dated December 28, 1949 (Cutler Ridge Plant Site). Any use or activity allowed by the CDMP in a land use classification which allows an electric power generating plant shall be allowed at the Cutler Ridge Plant Site and may not be limited or impeded in any way by the local government comprehensive plan adopted by the Village of Palmetto Bay. Jurisdiction over the Cutler Ridge Plant Site for purposes of zoning and building approvals (including but not limited to site plan approvals, issuance of building permits, building inspections, compliance with the South Florida Building Code or other applicable building code, issuance of certificates of occupancy, zoning applications, special exceptions, variances, building and/or zoning moratoria, and all other types of functions typically performed by Building and/or Zoning Departments) water and sewer installations, compliance with environmental regulations, street

maintenance (including sidewalks, if applicable) and utility regulation shall be and is hereby vested in Miami-Dade County regardless of any Village of Palmetto Bay code, charter, or ordinance provision to the contrary.

This provision shall not alter or affect the legal rights of any person residing or owning real property within the Village. The Village shall not institute, intervene or otherwise participate in, in opposition to Miami-Dade County or FPL, any judicial or formal administrative proceeding regarding land use or development of the Cutler Ridge Plant Site, or Miami-Dade County's planning or regulatory requirements for any electrical power generating facility of county-wide significance. This section shall be null and void upon an official determination by the Board of County Commissioners of Miami-Dade County that the Cutler Ridge Plant Site is not in use for an electrical power generating facility of county-wide significance and will not be used for such a facility in the future.

This Charter provision shall be deemed self-executing.

Section 9.7 Continuing Obligations as to County Bonds.

The County has heretofore issued $41,580,000.00 Stormwater Utility Revenue Bond Series 1999 (the "Stormwater Bond") of which $ 38,805,000.00 remains outstanding as of May 1st, 2002, payable from stormwater utility fees collected in the unincorporated area and within a limited number of cities. The County assesses and collects the stormwater utility fee pursuant to Sections 24-61 through 24-61.5 of the County Code, as amended from time to time and Section 403.0893, Florida Statutes, as amended from time to time (the "Stormwater Utility Fees).

The County has issued $77,640,000 Public Service Tax Revenue Bonds (UMSA Public Improvements) Series 1999 (the "Series 1999 Public Service Bonds") currently outstanding in the principal amount of $71,295,000 and will issue an additional series of bonds in an amount not to exceed $60,000,000 (the "Series 2002 Public Service Bonds") prior to the Village's incorporation payable from Public Service Taxes (defined below) collected in the unincorporated area. The County receives a public service tax pursuant to Section 166.231, Florida Statutes, as amended from time to time, and as of October 1, 2001, from a discretionary communications tax assessed pursuant to Chapter 202, Florida Statutes and Section 29 of the County Code (collectively, "The Public Service Tax). If required by the County the Village agrees to enact an ordinance, pursuant to Section 202.19, Florida Statues, authorizing the levy of the discretionary services tax a rate no less than the rate established by the County for communications services prior to the incorporation of the Village.

The Stormwater Bonds, the Series 1996 Public Service Bonds, the Series 1999 Public Service Bonds, the Series 2002 Public Service Bonds, and any bonds issued in the future, provided that the Village remains a part of the Stormwater utility system, that are secured either through Stormwater Utility Fees or Public Service Taxes are referred to collectively in this Section as the "Bonds".

The Village agrees that until the Bonds are retired the County shall have the right to receive and apply to debt service on the Bonds all of the Stormwater Utility Fees and the Public Service Taxes collected within the unincorporated area and within the boundaries of the Village. After the County has paid or satisfied the debt service requirements on the Bonds, the County shall make a payment to the Village, equal to its share of the remaining Stormwater Utility Fees and Public Services Taxes on deposit with the County. Its share shall be determined as follows: the County will distribute to the Village the net proceeds available from these taxes. The net proceeds will be calculated by taking the gross taxes attributable to the Village and the subtracting the Village "share" of the debt service payments. The Village's "share" will be determine by calculating the cost of the projects funded by this bonds conducted within the Village boundaries as percentage of the total bond expenditures, an then applying this percentage to the annual bond payments made by the County. The Village may prepay its proportionate share of the aforementioned bonds at any time during the life of the bonds with out penalty.

Section 9.8 Favored Nation Status

~~(A) *Contribution to the Municipal Services Trust Fund*~~

~~(1) In the event of the incorporation of a recipient community, defined as one where the revenues generated from the area are less than the cost of providing services to the area, the Village's contribution will not be modified.~~

~~(2) In the event of the incorporation of a donor community, defined as one where the revenues generated from the area are more than the cost of providing services to the area, but where revenues exceed the expenses by less than $2 million*, the Village's contribution will not be modified.~~

~~(3) In the event of the incorporation of a donor community, defined as one where the revenues generated from the area are more than the cost of providing services to the area, and where revenues exceed expenses by more than $2 million* but less than $4 million*, and the newly incorporated area contributes everything in excess of $2 million* to the MSTF, the contribution will not be modified. If the new municipality contributes an amount lower than as specified in this paragraph, the Village's contribution, shall be reduced to be equal to the new municipality's contribution*.~~

~~(4) In the event of the incorporation of a donor community, defined as one where the revenues generated from the area are more than the cost of providing services to the area, and where revenues exceed expenses by more than $4 million*, and the newly incorporated area contributes less than one mill of the property taxes, as of the date of incorporation, to the MSTF, the Village's contribution will be reduced to be the same millage as the new municipality's contribution calculated in terms of millage.~~

~~(5) Not withstanding the forgoing in no event shall this Section cause the Village's contribution to the MSTF to increase and should any newly incorporated area be granted a more favorable status, subject to the terms and conditions of this Section, then the Village shall receive the same benefits.~~

~~*This amount will be adjusted in accordance with the Miami-Dade Consumer Price Index.~~

~~(B)~~ *County Services*

If a subsequent incorporation is approved without the newly incorporated area being required to remain in the Miami-Dade Fire Rescue District, Miami-Dade Library System, Miami-Dade Solid Waste collection service area, or without contracting with the Miami-Dade Police Department for local patrol ~~and specialized~~ police services, the Village will be entitled to modify its relationship with the County consistent in the manner that each of the aforementioned services is provided to the new municipality. Both parties also agree that if a subsequent incorporation of any ~~donor~~ area is approved, without conditions outlined in this agreement, and those terms would be beneficial to the Village of Palmetto Bay, the terms under this Charter will immediately be replaced with the terms granted to the subsequent, new, municipality (the "Most Favored Nation Status"). It is provided however that the Most Favored Nation Status shall not apply to mitigation payments into the Municipal Services Trust Fund, nor apply to any requirement to separately contract or pay for the provision of specialized police services.

Section 9.9 Rights of the Village.

The village will be granted all rights powers and privileges afforded to all municipalities and provided under the general laws of the State of Florida subject only to the restrictions placed upon it by this Charter. The village will receive all other municipal revenue sources such as utility taxes including those that the County by right or may otherwise retain, such as the franchise fees, and will continue to receive all services that are provided to cities under the countywide budget.

Section 9.10 Modifications.

Any modifications to Article IX will require:

(A) All approvals normally required by the municipal charter, and
(B) Approval by 2/3rds of the total membership of the Miami-Dade County Board of County Commissioners

* * *

ARTICLE X. MISCELLANEOUS PROVISIONS

Sec. 10.1 Private School Expansion.

The number of enrolled students of any private school within the Village of Palmetto Bay shall not be increased without prior approval by a fourth-fifths (4/5) vote of the Village Council. No such approval shall be adopted by the Village Council until the request to increase enrolled students is submitted to a vote of Village of Palmetto Bay electors living within a 2,000 foot radius of the applicant school property by referendum, and 75 percent of the electors voting approve of such increase in enrolled students.

A list of Village of Palmetto Bay registered voters within the 2,000-foot radius of the school property shall be prepared by the Village Clerk. Any elector who resides on property or a portion of property that is within the 2,000 foot radius of the school seeking to increase the number of its enrolled students shall be eligible to vote in the election required under this provision. The cost of the election (including reimbursement to the city for all costs relating to the preparation of the list of eligible electors) required under this provision shall be borne by the school seeking to increase the number of its enrolled students.

* * *

Appendix A

Legal Description of the Area Currently Known as Palmetto Bay
Proposed Municipal Boundaries
June 2002

A PORTION OF MIAMI-DADE COUNTY, FLORIDA, generally bounded on the North by Howard Drive (SW 136th Street); bounded on the East by the City of Coral Gables, by the Waters of Biscayne Bay and by Biscayne National Park; bounded on the South by Eureka Drive (SW 184th Street); and bounded on the West by the South bound lane of State Road 5 (U.S. Highway No. 1) and by State Road 5, as said portion is more particularly described as follows:

BEGINNING at the Northwest corner of Section 22, Township 55 South, Range 40 East, run Easterly along the North line of said Section 22 and along the North section lines of Sections 23 and 24 of Township 55 South Range 40 East (centerline of Howard Drive) to a corner in the boundary of the City of Coral Gables according to Coral Gables Ordinance No. 3548, said corner being a U.S. Land Office Monument (U.S.L.O.) on the North line of said Section 24, lying 2336.54 feet Westerly of the Northeast corner of said Section 24 as measured along said North line;

thence Southerly, following said boundary of the City of Coral Gables for a distance of 576.43 feet, more or less, along the boundary described in Deed Book 3221, at Page 377, of the Public Records of Miami-Dade County, Florida to a point;

thence Southeasterly along said boundary of the City of Coral Gables for a distance of 553.00 feet, more or less, according to said Deed Book 3221, Page 377 to a point;

thence Southwesterly along said boundary of the City of Coral Gables for a distance of 861.00, feet more or less, to a U.S.L.O. monument according to said Deed Book 3221, Page 377;

thence continuing Southwesterly along said boundary of the City of Coral Gables for a distance of 893.21 feet to a U.S.L.O. monument according to said Deed Book 3221, Page 377;

thence Westerly, along said boundary of the City of Coral Gables, for a distance of 1324.66 feet, more or less, to a U.S.L.O. monument marking the Southwest corner of a 95 acre tract transferred from the War Department to the Department of Agriculture, June 23, 1925, according to said Deed Book 3221, Page 377 [USDA PROPERTY];

thence continue along the Westerly extension of the previous described line and along said boundary of the City of Coral Gables, for a distance of 130.00 feet, more or less, according to said Deed Book 3221, Page 377;

thence Southwesterly along said boundary of the City Coral Gables for a distance of 222.00 feet, more or less, to the Northwest corner of Tract D-6 as shown on the plat of

DEERING BAY as recorded in Plat Book 139 at Page 60 of the Public Records of Miami-Dade County, Florida;

thence Southwesterly, following said boundary of the City of Coral Gables along the Westernmost line of said Tract D-6 of said plat of DEERING BAY to the Southwest corner of said Tract D-6, this point being on the North right-of-way line of Mitchell Drive (S.W. 144th Street);

thence South, at right angles to the North line of the Southwest Quarter (SW 1/4) of said Section 24, Township 55 South, Range 40 East, along said boundary of the City of Coral Gables, for a distance of 15 feet to a point on said North line of the Southwest Quarter (SW 1/4) of said Section 24;

thence East, following said boundary of the City of Coral Gables along the North line of said Southwest Quarter (SW 1/4) of said Section 24, this line being also the centerline of Mitchell Drive (S.W. 144th Street), to the Northeast corner of said Southwest Quarter;

thence South, following said boundary of the City of Coral Gables along the East line of said Southwest 1/4 of said Section 24, this line being also the centerline of S.W. 62 Avenue, to its intersection with the Easterly extension of the South line of Lot 95 of the Plat of KING'S BAY SUBDIVISION, as recorded in Plat Book 57 at Page 45, of the Public Records of Miami-Dade County, Florida;

thence Westerly, following said boundary of the City of Coral Gables along the South line of Lots 95, 94, 93, 92, 91, 90, and 89 inclusive, to the Southwest corner of said Lot 89, this point also being the Northeasterly corner of Lot 88, of said KING'S BAY SUBDIVISION;

thence Southerly, following said boundary of the City of Coral Gables along the East line of Lots 88, 87, 86, 85, 84, and 83 inclusive, to the Southeasterly corner of said Lot 83, this point being also the Northernmost corner of Lot 82, on said KING'S BAY SUBDIVISION;

thence Southeasterly, following said boundary of the City of Coral Gables, along the Northeast line of said Lot 82 to the Northwest corner of Lot 81 of said KING'S BAY SUBDIVISION;

thence easterly, following said boundary of the City of Coral Gables along the North line of Lots 81, 80, and 79 inclusive, to the Northeast corner of said Lot 79 of said KINGS BAY SUBDIVISION;

thence Southeasterly, following said boundary of the City of Coral Gables along the Northeast line of Lots 78, 77, 76 and 75 inclusive, to the Northeast corner of Lot 75 of said KINGS BAY SUBDIVISION on the East line of the Southwest quarter (SW 1/4) of said Section 24, Township 55 South, Range 40 East;

thence South, following said boundary of the City of Coral Gables along the East line of said Southwest quarter (SW 1/4) of said Section 24 to its intersection with the South line of said Section 24 which is the also the North line of Section 25, Township 55 South Range 40 East;

thence Easterly, following said boundary of the City of Coral Gables along said North line of said Section 25, for 1267.67 feet, more or less, to a point at the intersection of said North line of Section 25 with the Northerly extension of the West line of Lot 1, in Block 1 of PARADISE POINT FIRST AMENDMENT as recorded in Plat Book 156 at Page 33 of the Public Records of Miami-Dade County, Florida, said point lying in Paradise Point Inlet, 37.88 feet North of the Northwest corner of said Lot 1;

thence, from said point of intersection, continue Easterly following said boundary of the City of Coral Gables along the North line of Section 25, for a distance of 400 feet to the point of curvature of a 100 foot radius curve, concave Southwesterly as it appears on said plat of PLAT OF PARADISE POINT FIRST AMENDMENT, (said point of curvature being near the Easternmost end of the dock on the South bank at the mouth of said Paradise Point Inlet);

thence departing from said boundary of the City of Coral Gables, run Southerly, perpendicular to the North line of said Section 25, along a line radial to said curve, to the point of intersection of said radial line with the Mean High Waterline on the Southern bank at the mouth of said Paradise Point Inlet;

thence Southeasterly and Southerly along said Mean High Waterline, around Paradise Point, and continuing Westerly, and Southwesterly, and Southerly following said Mean High Water Line along the Western shore of Biscayne Bay, and across the mouth of any streams or inlets to a point on the North right-of-way line of a 135 foot wide right-of-way for Canal C-100 in fractional Section 35, Township 55 South, Range 40 East;

thence East along said North right of way line of said C-100 Canal for 50.00 feet to a point;

thence southerly, perpendicular to said North right-of-way line, across the mouth of said 135 foot wide canal right-of-way to a point on the South right-of-way line of said Canal C-100;

thence due South to the northern boundary of Biscayne National Park according to the dedication thereof recorded in Official Record Book 12823 at Page 3043 of the Public Records of Miami-Dade County, Florida, said northern boundary being the eastward extension of the centerline of SW 176th Street which is also the eastward extension of the North line of the fractional Southwest quarter (SW 1/4) of Section 35, Township 55 South, Range 40 East;

thence Westerly following said boundary of Biscayne National Park along said Eastward extension of the North line of said fractional Southwest quarter (SW 1/4) of said Section 35 to the Mean High Water line on the Western shore of Biscayne Bay;

thence Southerly following said boundary of Biscayne National Park along said Mean High Water line to a point on a line 187.5 feet South of the South Boundary of the TOWN OF CUTLER according to the Map thereof recorded in Plat Book B at Page 17 of the Public Records of Miami-Dade County, Florida, said South Boundary of the Town of Cutler being also the North line of said fractional Southwest quarter (SW 1/4) of said Section 35;

thence Westerly following said boundary of Biscayne National Park along the South line of the North 187.5 feet of said fractional Southwest quarter (SW 1/4) of said Section 35 for a distance of 169 feet, more or less, to a point 750 feet East of the Easterly right-of-way line of Old Cutler Road according to Warranty Deed in Official Record Book 19723, Page 2794 of the Public Records of Miami-Dade County, Florida;

thence Southwesterly along said boundary of Biscayne National Park for 152.71 feet, more or less, to a point on the South line of Tract 2 of DAUGHERTY'S SUBDIVISION as recorded in Plat Book 1, at Page 1 of the Public Records of Miami-Dade County, said point being 815 feet distant from the Southwest corner of said Tract 2 according to the description of said Park boundary in Official Record Book 15202, Page 1856;

thence Westerly following said boundary of Biscayne National Park along said South line of Tract 2 of DAUGHERTY'S SUBDIVISION to the Northeast corner of Tract "A" of BURGER KING WORLD HEADQUARTERS according to the Plat thereof recorded in Plat Book 127, at Page 86 of the Public Records of Miami-Dade County, Florida;

thence southerly following said boundary of Biscayne National Park along the Eastern boundary of said Tract "A" to a corner of Tract "B" of said BURGER KING WORLD HEADQUARTERS;

thence continue Southerly following said boundary of Biscayne National Park along the Eastern boundary of said Tract "B" to a corner of said Tract "A" of said BURGER KING WORLD HEADQUARTERS;

thence continue Southerly, Westerly and Southerly following said boundary of Biscayne National Park along the Eastern boundary of said Tract "A" of said BURGER KING WORLD HEADQUARTERS to the South line of said Section 35 and Southeast corner of said Tract "A";

thence, departing from said boundary of Biscayne National Park, run Westerly along said South line of said fractional Section 35, Township 55 South, Range 40 East, for 1880 feet to the Southwest corner of said Section 35;

thence along the South Section lines of Sections 34 and 33 of Township 55 South, Range 40 East (centerline of Eureka Drive) to the Southwest corner of said Section 33;

thence continue Westerly along the South line of the Southeast quarter (SE 1/4) of Section 32, Township 55 South, Range 40 East (centerline of Eureka Drive) for 2047.42 feet, more or less, to the centerline of the Southbound lane of State Road 5 according to the Florida Department of Transportation Right-of-Way Map thereof recorded in Plat Book 124 at Page 57 of the Public Records of Miami-Dade County, Florida;

thence Northeasterly along said centerline of Southbound State Road 5 as shown on said Right-of-Way Map (P.B. 124, Page 57) to its intersection with the Northwesterly extension of the centerline of SW 164th Street Road;

thence Southeasterly along said Northwesterly extension of said centerline of SW 164th Street Road for 25 feet to the (united) centerline of State Road 5 according to said Right-of-Way Map (P.B. 124, Page 57);

thence Northeasterly, along said centerline of State Road 5 according to Florida State Road Department Right-of-Way Map Section 87020-2512, recorded in Road Plat Book 83 at Page 51 of the Public Records of Miami-Dade County, Florida to the intersection of said centerline with the North line of the Northeast 1/4 of Section 21, Township 55 South Range 40 East;

thence Easterly, along said North line of said Section 21, for 8.60 feet to the Northeast corner of said Section 21, the same being the Northwest corner of Section 22, Township 55 South Range 40 East, and the **POINT OF BEGINNING**.