

City Commission  
Susan Gottlieb, Mayor

Zev Auerbach  
Bob Diamond  
Teri Holzberg  
Billy Joel  
Michael Stern  
Luz Urbáez Weinberg

# The City of Aventura



City Manager  
Eric M. Soroka, ICMA-CM

City Clerk  
Teresa M. Soroka, MMC

City Attorney  
Weiss Scrota Helfman  
Pastoriza Cole & Boniske

## FEBRUARY 1, 2011 6 p.m.

Government Center  
19200 West Country Club Drive  
Aventura, Florida 33180

1. **CALL TO ORDER\ROLL CALL**
2. **PLEDGE OF ALLEGIANCE.**
3. **AGENDA:** Request for Deletions/Emergency Additions
4. **SPECIAL PRESENTATIONS:** Proclamation to Aventura Turnberry Jewish Center ; 10-Year Service Certificate of Appreciation to Employees
5. **CONSENT AGENDA:** Matters included under the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately.
  - A. **APPROVAL OF MINUTES:**  
January 4, 2011 Commission Meeting  
January 20, 2011 Special Meeting  
January 20, 2011 Workshop Meeting
  - B. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN DELVISTA TOWERS CONDOMINIUM ASSOCIATION AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
  - C. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA DECLARING CERTAIN PROPERTY LISTED UNDER THE ASSETS OF THE CITY AS SURPLUS TO THE NEEDS OF THE CITY; DESCRIBING THE MANNER OF DISPOSAL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY**

**OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

- D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE VILLAGE OF BAL HARBOUR FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE CITY OF NORTH MIAMI FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN BONAVIDA CONDOMINIUM ASSOCIATION AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
- G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING RESOLUTION NO. 2006-22 WHICH PROVIDED A FEE SCHEDULE FOR ENGINEERING AND PUBLIC WORKS INSPECTION PERMIT AND REVIEW; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- H. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ADOPTING THE CITY OF AVENTURA 2011 LEGISLATIVE PROGRAM AND PRIORITIES**

**ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- I. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA SUPPORTING PREVENTATIVE MEASURES TO FIGHT OBESITY AS SET FORTH BY FIRST LADY OF THE UNITED STATES OF AMERICA MICHELLE OBAMA IN THE LET'S MOVE CAMPAIGN; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
  
- J. RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE CITY CHARTER AS PROVIDED BY THE CHARTER REVISION COMMISSION, IN ACCORDANCE WITH SECTION 7.06 OF THE CITY CHARTER; CONSISTING OF PROPOSED CHARTER AMENDMENTS CONCERNING PARAGRAPH (C) "LIMITATIONS ON LENGTHS OF SERVICE" OF SECTION 2.03 "ELECTION AND TERM OF OFFICE" OF THE CITY CHARTER ; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; CALLING A SPECIAL ELECTION ON THE PROPOSED AMENDMENTS TO THE CITY CHARTER TO BE HELD ON TUESDAY, THE 12<sup>TH</sup> DAY OF APRIL, 2011; PROVIDING NOTICE OF ELECTION; PROVIDING FOR MAIL BALLOT ELECTION; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
  
- K. MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$6,000 FOR THE LEO FOUNDATION FROM THE POLICE FORFEITURE FUND IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.**

**6. ZONING HEARINGS:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL TO PERMIT THE SALE OF BEER AND WINE AT THE TARGET STORE LOCATED AT 21265 BISCAYNE BOULEVARD, CITY OF AVENTURA, NOTWITHSTANDING THE SPACING AND DISTANCE REQUIREMENTS FOR THE**

**SALE AND SERVICE OF ALCOHOLIC BEVERAGES  
REGULATED BY SECTION 4-2(a) AND SECTION 4-2(b) OF  
THE CITY CODE; PROVIDING FOR AN EFFECTIVE DATE.**

- 7. **ORDINANCES: FIRST READING–PUBLIC INPUT:** None.
- 8. **ORDINANCES: SECOND READING/PUBLIC HEARING:** None.
- 9. **RESOLUTIONS – PUBLIC HEARING:** None.
- 10. **REPORTS**
- 11. **PUBLIC COMMENTS**
- 12. **OTHER BUSINESS:** None.
- 13. **ADJOURNMENT**

**SCHEDULE OF FUTURE MEETINGS/EVENTS**

|                           |                          |            |  |
|---------------------------|--------------------------|------------|--|
| <b>WORKSHOP MEETING</b>   | <b>FEBRUARY 17, 2011</b> | <b>9AM</b> | <b>5<sup>TH</sup> FLR.EX.CONF.ROOM</b> |
| <b>COMMISSION MEETING</b> | <b>MARCH 1, 2011</b>     | <b>6PM</b> | <b>COMMISSION CHAMBER</b>              |

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 305-466-8901, not later than two days prior to such proceeding. One or more members of the City of Aventura Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Aventura City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed at the Office of the City Clerk, City of Aventura Government Center, 19200 W. Country Club Drive, Aventura, Florida, 33180. Anyone wishing to obtain a copy of any agenda item should contact the City Clerk at 305-466-8901.



**MINUTES  
CITY COMMISSION MEETING  
JANUARY 4, 2011 6 PM**

Aventura Government Center  
19200 W. Country Club Drive  
Aventura, Florida 33180

**1. CALL TO ORDER/ROLL CALL:** The meeting was called to order by Mayor Susan Gottlieb at 6 p.m. Present were Commissioners Zev Auerbach, Teri Holzberg, Billy Joel, Michael Stern, Luz Urbaz Weinberg, Vice Mayor Bob Diamond, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David Wolpin. As a quorum was determined to be present, the meeting commenced.

**2. PLEDGE OF ALLEGIANCE:** Led by Police Chief Steve Steinberg.

**3. AGENDA: REQUESTS FOR DELETIONS/EMERGENCY ADDITIONS:** None.

**4. SPECIAL PRESENTATIONS:** Kyle Abney, representative of The Florida Green Building Coalition, presented an award to the City of Aventura for Florida Green City Certification.

**5. CONSENT AGENDA:** A motion to approve the Consent Agenda was offered by Commissioner Joel, seconded by Commissioner Auerbach, passed unanimously and the following action was taken:

**A. APPROVAL OF MINUTES:**

November 9, 2010 Commission Meeting  
November 18, 2010 Workshop Meeting

**B. Resolution No. 2011-01 was adopted as follows:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, PROVIDING FOR THE REAPPOINTMENT BY THE COMMISSION OF MEMBERS TO THE BOARD OF TRUSTEES OF THE POLICE OFFICERS' RETIREMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**C. Resolution No. 2011-02 was adopted as follows:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA DECLARING CERTAIN PROPERTY LISTED UNDER THE ASSETS OF THE CITY AS SURPLUS TO THE NEEDS OF THE CITY; DESCRIBING THE MANNER OF DISPOSAL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**D. Resolution No. 2011-03 was adopted as follows:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN POINT EAST CONDOMINIUM CORPORATIONS 1, 2, 3 AND 4, AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**E. Resolution No. 2011-04 was adopted as follows:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN TERRACES NORTH AT TURNBERRY CONDOMINIUM ASSOCIATION, AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**F. Resolution No. 2011-05 was adopted as follows:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN BISCAYA III CONDOMINIUM ASSOCIATION, INC. AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**G. Resolution No. 2011-06 was adopted as follows:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN VILLA DORADA CONDOMINIUM ASSOCIATION AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**H. Resolution No. 2011-07 was adopted as follows:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING IN MIAMI-DADE COUNTY BETWEEN THE CITY OF AVENTURA, THE OTHER NON-EXEMPT MUNICIPALITIES IN MIAMI-DADE COUNTY AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR AN AMENDMENT TO PARAGRAPH 9.2(f) OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**6. ZONING HEARINGS: QUASI-JUDICIAL PUBLIC HEARINGS** – Please be advised that the following items on the Commission's agenda are quasi-judicial in nature. If you wish to object or comment upon any of these items, please inform the Mayor when she requests public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further details of the quasi-judicial procedures may be obtained from the Clerk.

**None.**

**7. ORDINANCES: FIRST READING/PUBLIC INPUT:** None.

**8. ORDINANCES: SECOND READING/PUBLIC HEARING:** Mr. Wolpin read the following ordinance by title:

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2009-17 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2009/2010 FISCAL YEAR BY REVISING THE 2009/2010 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval was offered by Vice Mayor Diamond and seconded by Commissioner Weinberg. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Ordinance No. 2011-01** was enacted.

**9. RESOLUTIONS – PUBLIC HEARING:** None.

**10. REPORTS:** As presented.

**11. PUBLIC COMMENTS:** Community Services Advisory Board Member Jonathan Evans; Raya Elias-Pushett, Krop Sr. High School student; Rev. Wil Keyser.

**12. OTHER BUSINESS:** Mr. Wolpin requested an Executive Session be held, if necessary in the litigation matter of Hall v. City of Aventura.

**13. ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 6:23 p.m.

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

Approved by the Commission on \_\_\_\_\_.

Anyone wishing to appeal any decision made by the City Commission with respect to any matter considered at a meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



MINUTES  
CITY COMMISSION  
SPECIAL MEETING  
January 20, 2011 9 a.m.

Aventura Government Center  
19200 W. Country Club Drive  
Aventura, Florida 33180

1. **CALL TO ORDER/ROLL CALL:** The meeting was called to order at 9 a.m. by Mayor Susan Gottlieb. Present were Commissioners Teri Holzberg, Billy Joel, Michael Stern, Luz Urbaz Weinberg, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David M. Wolpin. Vice Mayor Bob Diamond and Commissioner Zev Auerbach were absent. As a quorum was determined to be present, the meeting commenced.

2. **RESOLUTION: PUBLIC HEARING:** Mr. Wolpin read the following resolution by title:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE TO EVIDENCE A LOAN FROM BANK OF AMERICA, N.A. PURSUANT TO THE BANK'S, PROPOSAL IN A NOT TO EXCEED PRINCIPAL AMOUNT OF \$6,115,000 TO REFINANCE THE COSTS OF ACQUISITION AND CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS AND TO PAY COSTS AND EXPENSES OF ISSUING SUCH DEBT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT INCLUDING A PROMISSORY NOTE ATTACHED THERETO; AUTHORIZING THE REPAYMENT OF THE NOTE UNDER THE LOAN AGREEMENT ONLY FROM NON-AD VALOREM FUNDS APPROPRIATED FOR SUCH PURPOSE; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER AND CITY CLERK; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

A motion for approval was offered by Commissioner Joel and seconded by Commissioner Holzberg. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously and **Resolution No. 2011-08** was adopted.

3. **ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 9:10 a.m.

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

Approved by the Commission \_\_\_\_\_.

Anyone wishing to appeal any decision made by the City Commission with respect to any matter considered at a meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



**MINUTES  
CITY COMMISSION  
WORKSHOP MEETING  
JANUARY 20, 2011  
Immediately following 9 a.m. Special Meeting**

Aventura Government Center  
19200 W. Country Club Drive  
Aventura, Florida 33180

**CALL TO ORDER/ROLL CALL:** The meeting was called to order at 9:10 a.m. by Mayor Susan Gottlieb following the 9 a.m. Special Meeting. Present were Commissioners Teri Holzberg, Billy Joel, Michael Stern, Luz Urbaz Weinberg, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David M. Wolpin. Vice Mayor Bob Diamond and Commissioner Zev Auerbach were absent. As a quorum was determined to be present, the meeting commenced.

- 1. CHARTER REVISION COMMISSION RECOMMENDATION** (City Manager): Mr. Wolpin explained the recommendation of the Charter Revision Commission and the process for submission to the electorate.  
**CITY MANAGER SUMMARY:** Consensus to place on February Commission meeting agenda for approval and that this be a mail-in ballot election without provision by the City of return postage.
- 2. LEGISLATIVE PROGRAM AND PRIORITIES** (City Manager): Mr. Soroka distributed the proposed 2011 Legislative Program and Priorities. Mr. Wolpin explained recommendation #3 regarding a more economical method of advertising certain legal notices.  
**CITY MANAGER SUMMARY:** Consensus to proceed for approval at February Commission meeting.
- 3. LET'S MOVE CAMPAIGN RESOLUTION** (Mayor Gottlieb): Mayor Gottlieb explained the request which is an initiative of First Lady Michelle Obama as a measure to fight obesity.  
**CITY MANAGER SUMMARY:** Consensus to proceed for approval at February Commission meeting.
- 4. MIAMI-DADE COUNTY LEAGUE OF CITIES INSTALLATION DINNER - FEBRUARY 19, 2011** (City Manager): Mr. Soroka requested input as to the City's participation in this dinner.  
**CITY MANAGER SUMMARY:** Consensus to purchase individual tickets only for Commissioners interested in participating.

Mr. Soroka distributed an activity report showing events at the Aventura Arts and Cultural Center from October – January, 2011.

- 5. ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 9:53 a.m.

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

Approved by the Commission on \_\_\_\_\_.

Anyone wishing to appeal any decision made by the City Commission with respect to any matter considered at a meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

# CITY OF AVENTURA

## OFFICE OF THE CITY MANAGER

### MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager 

DATE: January 4, 2011

SUBJECT: **Traffic Control Jurisdiction Agreement – Delvista Towers Condominium Association, Inc.**

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February 1, 2011 City Commission Meeting Agenda Item 5B

### RECOMMENDATION

It is recommended that the City Commission authorize the execution of the attached Traffic Control Jurisdiction Agreement with Delvista Towers Condominium Association, Inc. to provide traffic control jurisdiction by our Police Department over the private roads adjacent to the subject property. The Agreement will increase the visibility of the police force and enhance traffic enforcement.

### BACKGROUND

The previous Traffic Control Jurisdiction Agreement has been updated to reflect changes in State law and police procedures. Therefore, we have requested all condominiums or homeowners associations to enter into the new agreement attached hereto.

In our continued efforts to provide improved police services to the community, we have initiated a program in the past that allows a condominium or homeowners associations to enter into an Agreement with the City to provide traffic control jurisdiction over a private roadway within the development. This permits the Police Department to conduct traffic enforcement activities on private property at the request of the owner.

Florida State Statute 316.006 allows municipalities to enter into such agreements provided they are reimbursed for the actual costs of traffic control and enforcement, the owner agrees to indemnify the City and provide liability insurance.

The City will bill the owner \$25.00 per hour for each officer required to perform the traffic enforcement detail when requested by the owner. Whenever possible, traffic

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Memo to City Commission  
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complaints made by the occupants of the property will be responded to and handled as a call for service, without charge to the owner.  
The program has been received well by the community.

If you have any questions, please feel free to contact me.

EMS/act

Attachment

CCO1718-11

RESOLUTION NO. 2011-\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN DELVISTA TOWERS CONDOMINIUM ASSOCIATION AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:

**Section 1.** The City Manager is hereby authorized to execute the attached Traffic Control Jurisdiction Agreement between Delvista Towers Condominium Association, Inc. and the City of Aventura.

**Section 2.** The City Manager is hereby authorized to do all things necessary to carry out the aims of this Resolution.

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

The foregoing resolution was offered by Commissioner \_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                  |       |
|----------------------------------|-------|
| Commissioner Zev Auerbach        | _____ |
| Commissioner Teri Holzberg       | _____ |
| Commissioner Billy Joel          | _____ |
| Commissioner Michael Stern       | _____ |
| Commissioner Luz Urbàez Weinberg | _____ |
| Vice Mayor Bob Diamond           | _____ |
| Mayor Susan Gottlieb             | _____ |

**PASSED AND ADOPTED** this 1<sup>st</sup> day of February, 2011.

\_\_\_\_\_  
SUSAN GOTTLIEB, MAYOR

ATTEST:

\_\_\_\_\_  
TERESA M. SOROKA, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

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



## TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS AGREEMENT is made and entered into this 1 day of DECEMBER 2010  
by and between DELVISTA TOWERS CONDOMINIUM ASSOCIATION, INC.  
(the "Owner") and the City of Aventura, Florida, a Florida municipal corporation (the  
"City").

### RECITALS

A. Owner owns fee simple title to all the private roadways within the area  
described as follows:

DELVISTA TOWERS AND ROAD MAINTENANCE CONDOMINIUM  
ASSOCIATION

of Dade County, Florida, and commonly known as DELVISTA TOWERS  
(the "Private Roads").

B. Owner desires the City to exercise traffic control jurisdiction over the Private  
Roads, and City desires to exercise such traffic control jurisdiction, pursuant to Florida  
State Statutes 316.006.

**NOW, THEREFORE,** for Ten and No/100 Dollars (\$10.00) and other good and  
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,  
Owner and City agree as follows:

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

2. Traffic Control Jurisdiction Services. The City agrees to exercise traffic control jurisdiction over the Private Roads in accordance with the following terms and conditions.

(a) City shall provide for Police Officers of its Police Department to patrol, by motor vehicle, the Private Roads, in accordance with the schedule and manpower indicated on Exhibit "A" attached hereto, subject to availability.

(b) In exercising such traffic control jurisdiction, the City shall enforce the traffic laws generally applicable to streets and highways under the City's original jurisdiction which are similar in nature to the Private Roads.

(c) The City's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to the jurisdictional authority presently exercised by the City over the Private Roads under law, and nothing herein shall be construed to limit or remove any such jurisdictional authority, the City agreeing to continue to provide such other police services as are otherwise provided under law.

(d) In addition to exercising traffic control jurisdiction over the Private Roads as indicated on Exhibit "A", the City shall be entitled to exercise traffic control jurisdiction, even when not requested by Owner; provided, however, the City shall not be entitled to any compensation from Owner pursuant to Paragraph 3 below for exercising such discretionary additional traffic control jurisdiction, although the City shall be entitled to retain all revenues from traffic citations issued by the City for violations of traffic laws along the Private Roads, in accordance with law.

(e) Nothing in this Agreement shall require, authorize or permit the City to exercise any control or responsibility concerning the installation or maintenance of traffic control devices.

3. Compensation.

(a) Routine Patrol Activity - Except as provided in subsection (b), Owner shall not be responsible to pay the City any compensation for performing routine patrol activity pursuant to this Agreement. Routine Patrol Activity shall mean a level of patrol activity equivalent to that which is randomly provided on public roads. The City shall be entitled to retain all revenues from traffic citations issued by the City for violation of traffic laws along the Private Roads as provided by law. This shall not preclude the assessment of impact fees or other fees provided by law.

(b) Extended Patrol Activity - Owner shall compensate City for extended patrol activities conducted by the City on the Private Roads at Owner's request in accordance with the rate schedule enumerated in Exhibit "B". Extended Patrol Activity shall mean any patrol outside of the scope of the City's routine patrol of the Private Roads requested by the Owner that requires more than one (1) hour additional patrol time within any twenty-four hour period.

4. Liability Not Increased. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the City

than the City would ordinarily be subjected to when providing its normal police services as routinely provided throughout the City.

5. Term. The term of this Agreement shall be one (1) year commencing on the date hereof and ending one (1) year following the date hereof, and shall thereafter automatically continue for successive one (1) year terms, unless terminated by either party upon written notice to the other party given at least thirty (30) days prior to the expiration of the then-applicable one (1) year term.

6. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation between the parties for any controversy arising from or related to this Agreement shall be in the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County, Florida. The parties hereby voluntarily waive any right to trial by jury for any litigation between the parties which arises out of this Agreement or the provision of law enforcement services to Owner hereunder.

8. Indemnification and Insurance. Owner agrees to defend, indemnify and hold the City harmless from any claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the City by reason of any property damage or bodily injury, including death, sustained by any person whomsoever, which said claim, demand, suit, loss, cost, expense or damage arises out of or is incidental to or in any way connected with this Agreement, and regardless of

whether such claim, demand, suit, loss, damage, cost or expense is caused in whole or in part by City's negligence, or by the negligence of City's agents, servants or employees. In support, but not in limitation of this indemnification provision, Owner hereby agrees to maintain and pay all premiums for a policy of comprehensive general liability insurance in an amount of not less than \$300,000 combined single limit insurance covering any occurrence on or adjacent to the Private Roads described above, resulting in property damage or bodily injury or death to person or persons. Such insurance policy shall name the City and City's officers, agents and employees as additional insured with respect to traffic control or enforcement of the Private Roads and shall provide for 30 days prior written notice of any cancellation or change in scope or amount of coverage of such policy. Owner shall furnish City with a Certificate of Insurance evidencing compliance with the provisions of this section.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting one Agreement.

Signed, sealed and delivered  
In the presence of:

Regina Goldfein

OWNER:

DELVISTA TOWERS CONDO.  
ASSOCIATION, INC.

By

[Signature]  
PRES.

CITY OF AVENTURA, a Florida  
Municipal corporation

By \_\_\_\_\_

ATTEST:

Regina Goldfein



## **EXHIBIT "A"**

### **Patrol**

Aventura Police Officers in marked police vehicles or motorcycles may patrol the Private Roads on a random basis each day. Whenever possible, Traffic complaints made by occupants of the property, will be responded to and handled as a call for service, without charge to the Owner. Traffic complaints that require Extended Patrol Activity, where the cost of service will be billed to the Owner, will only be conducted with prior approval of the Owner. When requested by the Owner to perform specific traffic enforcement duties, the Owner will be billed in accordance with Exhibit "B".

**EXHIBIT "B"**

**Compensation**

The City will bill the Owner \$25.00 per hour for each officer requested to perform the Extended Patrol Activity.



# Aventura Police Department

*Internationally Accredited Police Service*

19200 West Country Club Drive • Aventura, Florida 33180

(305) 466-8989 Fax (305) 466-8990



Eric M. Soroka  
City Manager

Steven Steinberg  
Chief of Police

17 November 2010

To Whom It May Concern:

This letter is to notify your condominium, organization or business that effective this date the current Traffic Control Jurisdiction Agreement you have on file with the Aventura Police Department is no longer valid.

The agreement has undergone minor revisions and as such a new agreement must be approved and signed by your condominium, organization or business. Once your new agreement has been properly executed, please return it to our Crime Prevention Officer, Ernie Long.

The new agreement must then be approved by the Aventura City Commission at the next available commission meeting to be valid. Once your agreement has been received and Commission approved, our officers can once again conduct traffic enforcement on your property.

Thank you for your understanding and cooperation in this matter.

Sincerely,

Steven Steinberg  
Chief of Police

**CITY OF AVENTURA**  
**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager 

DATE: January 4, 2011

SUBJECT: **Resolution Declaring Equipment Surplus**

---

**February 1, 2011 Commission Meeting Agenda Item 5C**

**RECOMMENDATION**

It is recommended that the City Commission adopt the attached Resolution declaring certain equipment as surplus to the needs of the City.

**BACKGROUND**

Section 2-258 of the City Code of Ordinances provides that any property owned by the City which has become obsolete or which has outlived its usefulness may be disposed of in accordance with procedures established by the City Manager, so long as the property has been declared surplus by a resolution of the City Commission.

If you have any questions, please feel free to contact me.

EMS/act

Attachment

CCO1715-11

RESOLUTION NO. 2011-\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA DECLARING CERTAIN PROPERTY LISTED UNDER THE ASSETS OF THE CITY AS SURPLUS TO THE NEEDS OF THE CITY; DESCRIBING THE MANNER OF DISPOSAL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Manager desires to declare certain property as surplus to the needs of the City; and

**WHEREAS**, Ordinance No. 2000-09 provides that all City-owned property that has been declared surplus cannot be disposed of prior to the preparation and formal approval of a resolution by the City Commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:**

**Section 1. Recitals Adopted.** The above recitals are hereby confirmed and adopted herein.

**Section 2.** The property listed on Exhibit "A" has been declared surplus and is hereby approved for disposal.

**Section 3.** The City Manager is authorized to dispose of the property listed on Exhibit "A" through a public auction, sale, trade-in, transfer to other governmental agency or, if of no value, discarded.

**Section 4.** The City Manager is hereby authorized to do all things necessary to carry out the aims of this Resolution.

**Section 5.** This Resolution shall become effective immediately upon its adoption.

The foregoing resolution was offered by Commissioner \_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                  |     |
|----------------------------------|-----|
| Commissioner Zev Auerbach        | ___ |
| Commissioner Teri Holzberg       | ___ |
| Commissioner Billy Joel          | ___ |
| Commissioner Michael Stern       | ___ |
| Commissioner Luz Urbàez Weinberg | ___ |
| Vice Mayor Bob Diamond           | ___ |
| Mayor Susan Gottlieb             | ___ |

PASSED AND ADOPTED this 1<sup>st</sup> day of February, 2011.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

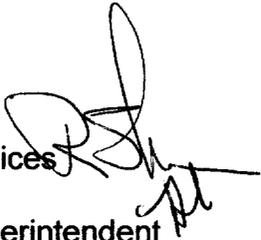
CITY ATTORNEY

**CITY OF AVENTURA**

**COMMUNITY SERVICES DEPARTMENT**

**MEMORANDUM**

TO: Eric M. Soroka, ICMA-CM, City Manager

FROM: Robert M. Sherman, Director of Community Services 

BY: Tonya Nimark, Parks & Recreation Services Superintendent

DATE: January 3, 2011

SUBJECT: **Surplus**

---

Please have the City property listed below declared as Surplus property, as these items have become prohibitive to maintain and inadequate for department purpose.

| <b>Item</b>         | <b>Model</b> | <b>Serial #</b>     | <b>Asset Tag #</b> |
|---------------------|--------------|---------------------|--------------------|
| Cybex Treadmill     | 600 Cardio   | SO1222000517        | 1303               |
| Precor USATreadmill | C044         | Sticker was removed | 0317               |

RMS/gf

RMS11001

**CITY OF AVENTURA**  
**POLICE DEPARTMENT**  
**INTER OFFICE MEMORANDUM**

**TO:** Eric M. Soroka, City Manager

**FROM:** ~~Steven Steinberg, Chief of Police~~

**DATE:** 13 January 2011

**SUBJECT:** Surplus Property

---

I would like to have the below listed city property declared Surplus Property as per City of Aventura APDP, Chapter 6, Subsection 5, Page 1 as these items have become inadequate for public purposes:

Request that the attached city owned cell phones be declared surplus. Make, model and serial numbers are on the attached memo.

**CITY OF AVENTURA  
POLICE DEPARTMENT**

**MEMORANDUM**

**TO:**  Steve Steinberg, Chief of Police  
**Through:** Deidre Fogelgren, Commander  
**FROM:** Rita G. Noa  
**DATE:** January 18, 2011  
**SUBJECT:** Surplus –Sprint cell phones

---

Please be advised that the cell phones and additional equipment listed on the attachment are being donated to the Safespace Foundation via Ernest Long, Crime Prevention Specialist. The Safespace Foundation is an organization that provides victims of domestic violence with 911 emergency cell phones.

Attached you will find a list which includes a breakdown of the equipment and accessories.

Attachment:

# CELL PHONE ITEM LIST

| Phone Model & ID # w/<br>battery & charger | Phone(only) Model &<br>ID # | QUANTITY<br>OF WALL<br>CHARGERS | QUANTITY<br>OF<br>CLIPS/CAR<br>RY CASES | QUANTITY<br>OF CAR<br>CHARGES | QUANTITY<br>OF SPARE<br>BATTERIES | QUANTITY<br>OF EAR<br>PIECES | QUANTITY<br>OF USB<br>PLUG | QUANTITY<br>EXTERNAL<br>KEYBOARD |
|--|-----------------------------|---------------------------------|---|-------------------------------|-----------------------------------|------------------------------|----------------------------|----------------------------------|
| <b>8 OF ic502</b>                          |                             | 28                              | 15                                      | 5                             | 8                                 | 8                            | 4                          | 1                                |
| 11C04DAC                                   | A000000204AE9C              |                                 |   |                               |                                   |                              |                            |                                  |
| 11C03083                                   | A000000204A7E9              |                                 |   |                               |                                   |                              |                            |                                  |
| 11C04877                                   |                             |                                 |   |                               |                                   |                              |                            |                                  |
| 0C256E89                                   | OC1F0EC3                    |                                 |   |                               |                                   |                              |                            |                                  |
| 11C05EC4                                   | OC275B11                    |                                 |   |                               |                                   |                              |                            |                                  |
| 1B5A6A15                                   | 1B5A8084                    |                                 |   |                               |                                   |                              |                            |                                  |
| OC1F0EC2                                   | OC1F68E9                    |                                 |   |                               |                                   |                              |                            |                                  |
| 0C25BAAS                                   | 1B51E202                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 1B5A1D3A                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 1B5AD3D7                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 6866a180                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 1B5AC7BD                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 11C05EC4                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 0C254C59                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 1B58C3A4                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 1B5A0011                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 11C03083                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 1B5A3011                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 1B5497E0                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 0C3BEC64                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | OC2898CD                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 1B55FSG0                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 1B516887                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 1B5A6A15                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 1B5BOEAC                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 1B5A471B                    |                                 |   |                               |                                   |                              |                            |                                  |
|  | 1B5B01E5                    |                                 |   |                               |                                   |                              |                            |                                  |

**CITY OF AVENTURA**

**COMMUNITY SERVICES DEPARTMENT**

**MEMORANDUM**

TO: Eric M. Soroka, ICMA-CM, City Manager

FROM: Robert M. Sherman, Director of Community Services 

BY: Alan J. Levine, Public Works Operations Manager

DATE: January 18, 2011

SUBJECT: **Surplus Property**

---

Please have the 2005 Ford Ranger and the 2003 Ford Taurus listed below declared Surplus Property. These vehicles no longer are in use by the Community Services and Community Development departments.

**2005 Ford Ranger VIN: 1FTZR44UX5PA87132**  
**2003 Ford Taurus VIN: 1FAFP53203G278771**

RMS/gf

RMS11004

**CITY OF AVENTURA**

**COMMUNITY SERVICES DEPARTMENT**

**MEMORANDUM**

TO: Eric M. Soroka, ICMA-CM, City Manager

FROM: Robert M. Sherman, Director of Community Services 

BY: Alan J. Levine, Public Works Operations Manager 

DATE: January 27, 2011

SUBJECT: **Surplus Property**

---

Please have the City property listed below declared as Surplus Property as these items have become inadequate for department purposes:

**Wooden Desk Property Tag 0228**  
**Metal Desk Property Tag 0515**

RMS/gf

RMS11005

**CITY OF AVENTURA**  
**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager 

DATE: January 4, 2011

SUBJECT: **Law Enforcement Mutual Aid Agreement Between the City and the Village of Bal Harbour**

---

**February 1, 2011 City Commission Meeting Agenda Item 5D**

**RECOMMENDATION**

It is recommended that the City Commission adopt the attached Resolution authorizing execution of the Law Enforcement Mutual Aid Agreement with the Village of Bal Harbour.

**BACKGROUND**

In order to improve cooperative relationships between law enforcement agencies and provide a mechanism to share police resources in the event of emergencies or certain demanding situations, Chapter 23, Florida Statutes, Florida Mutual Aid Act allows agencies to enter into Police Services Mutual Aid Agreements. The various departments use a basic Mutual Aid Agreement.

The following list comprises the circumstances and conditions under which mutual aid may be requested:

1. The joint multijurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.

5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from disturbances within detention facilities.
7. Hostage and barricade subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-process calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades fairs, festivals and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization for specialized units, e.g., underwater recovery, aircraft, canine motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.

The Agreement is beneficial in our mission to protect the safety and quality of life of our residents.

If you have any questions, please feel free to contact me.

EMS/act

Attachment

CCO1716-11

RESOLUTION NO. 2011-\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE VILLAGE OF BAL HARBOUR FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:

Section 1. The City Manager is hereby authorized on behalf of the City of Aventura to execute and otherwise enter into that certain Mutual Aid Agreement between the City of Aventura and the Village of Bal Harbour for law enforcement activities in substantially the form as attached hereto.

Section 2. The City Manager is hereby authorized to do all things necessary and expedient in order to effectuate the execution of the attached Agreement described in Section 1 above, and to carry out the aims of this Resolution.

The foregoing resolution was offered by Commissioner \_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                  |     |
|----------------------------------|-----|
| Commissioner Zev Auerbach        | ___ |
| Commissioner Teri Holzberg       | ___ |
| Commissioner Billy Joel          | ___ |
| Commissioner Michael Stern       | ___ |
| Commissioner Luz Urbàez Weinberg | ___ |
| Vice Mayor Bob Diamond           | ___ |
| Mayor Susan Gottlieb             | ___ |

PASSED AND ADOPTED this 1<sup>st</sup> day of February, 2011.

\_\_\_\_\_  
SUSAN GOTTLIEB, MAYOR

ATTEST:

\_\_\_\_\_  
TERESA M. SOROKA, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

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

## MUTUAL AID AGREEMENT

### WITNESSETH

**WHEREAS**, it is the responsibility of the governments of the City of Aventura, Florida and the Bal Harbour Village, Florida, (collectively the "Parties") to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

**WHEREAS**, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the Aventura Police Department and the Bal Harbour Police Department (collectively the "Agencies"); and

**WHEREAS**, the Parties are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive situations including but not limited to emergencies as defined under Section 252.34 (3) Florida Statutes and;
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

**WHEREAS**, the Parties have the authority under Part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into:

- (1) A requested operational assistance agreement for the requesting and rendering of assistance in law enforcement intensive situations and emergencies, and
- (2) A voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines.

**NOW, THEREFORE, BE IT KNOWN** that the City of Aventura, a political subdivision of the State of Florida and Bal Harbour Village, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

### SECTION I: DESCRIPTION

This Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations and combines elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida

Statutes.

## **SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION**

The Chief of Police for the City of Aventura and the Chief of Police for Bal Harbour Village (collectively "Agency Heads") may execute a joint declaration, enumerating the specific conditions under which aid may be requested or rendered pursuant to this Agreement (the "Joint Declaration"). Subsequent to execution, a Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration may be amended at any time upon the mutual assent of the Agency Heads.

## **SECTION III: POLICY AND PROCEDURE**

A. In the event that a party to this Agreement is in need of assistance as set forth above, an authorized representative of the Agency requiring assistance shall notify the Agency, Agency Head or his/her designee from whom such assistance is required. The Agency Head or authorized agency representative whose assistance is sought shall evaluate the situation and the Agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate. The Agency Head's decision in this regard shall be final.

B. The resources or facilities that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency Head. Such supervising officer shall be under the direct supervision and command of the Agency Head or his designee of the Agency requesting assistance.

C. Should a violation of Florida Statutes occur in the presence of said officers representing their respective Agencies in furtherance of this Agreement, they shall be empowered to render enforcement assistance and act in accordance with law.

## **SECTION IV: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

A. Members of the Agencies when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of Aventura or Bal Harbour under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

B. Each Party agrees to furnish necessary equipment, resources and facilities and to render services to each other Party to the Agreement as set forth above; provided however, that no Party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.

C. The Agency furnishing any equipment pursuant to this Agreement shall bear the loss or damages to such equipment and shall pay any expense incurred in the operation and maintenance thereof.

D. The Agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. **HOWEVER**, if the requesting Agency receives compensation from the Federal Emergency Management Agency (FEMA), the requesting Agency may compensate the assisting Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to this Agreement.

E. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

F. Nothing herein shall prevent the requesting Agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting Agency for any actual costs or expenses incurred by the assisting agency performing hereunder when assistance is requested under this Agreement.

## **SECTION V: FORFEITURE**

It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. Seized property shall be forfeited and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

## **SECTION VI: INDEMNIFICATION**

Each Party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees occurring while engaging in rendering such aid pursuant to this agreement, to hold harmless, defend and indemnify the other participating party and its appointees or employees, subject to provisions of Section 768.28, Florida Statutes, where applicable, and provided such party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

**SECTION VII: EFFECTIVE DATE**

This agreement shall take effect upon execution and approval by the hereinafter-named officials and shall continue in full force and effect until January 01, 2015, unless terminated prior thereto by any or all of the Parties herein.

**SECTION VIII: CANCELLATION**

This agreement may be canceled by any party upon delivery of written notice to the other Party or Parties. Cancellation will be at the direction of any subscribing Party.

**IN WITNESS WHEREOF**, the Parties hereto cause these presents to be signed on the date specified.

\_\_\_\_\_  
Eric Soroka  
City Manager  
City of Aventura

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

\_\_\_\_\_  
Steve Steinberg  
Chief of Police  
Aventura, Florida

Date: 12/29/2010

ATTEST:

\_\_\_\_\_  
Teresa Soroka, MMC  
City Clerk  
Aventura, Florida

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

\_\_\_\_\_  
Alfred Treppeda  
Village Manager  
Bal Harbour Village

Date: 12/22/10

\_\_\_\_\_  
Thomas Hunker.  
Chief of Police  
Bal Harbour, Florida

Date: 12/27/10

ATTEST:

\_\_\_\_\_  
Ellisa Horvath, MMC  
Village Clerk  
Bal Harbour, Florida

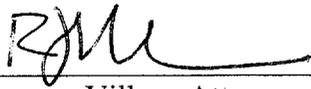
Date: 12-21-2010

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
City Attorney  
Aventura, Florida

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

Approved as to form  
and legal sufficiency:

  
\_\_\_\_\_  
Village Attorney  
Bal Harbour, Florida

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

**JOINT DECLARATION BETWEEN  
THE CITY OF AVENTURA AND BAL HARBOUR VILLAGE PURSUANT TO A  
MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the City of Aventura, Florida and Bal Harbour Village, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

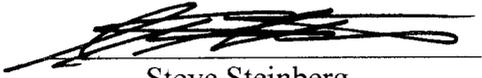
1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.

8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

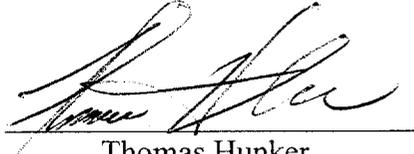
1. Mutual aid requested or rendered will be approved by the Chief of Police or designee.
2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

AGREED TO AND ACKNOWLEDGED this      day of December, 2010



Steve Steinberg  
Chief of Police  
Aventura, Florida

Date: 12/29/2010



Thomas Hunker.  
Chief of Police  
Bal Harbour, Florida

Date: 12/27/2010

ATTEST:

\_\_\_\_\_  
Teresa Soroka, MMC  
City Clerk  
Aventura, Florida

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

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
City Attorney  
Aventura, Florida

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

ATTEST:



\_\_\_\_\_  
Ellisa Horvath, MMC  
Village Clerk  
Bal Harbour, Florida

Date: 12-21-2010

Approved as to form  
and legal sufficiency:



\_\_\_\_\_  
Village Attorney  
Bal Harbour, Florida

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

**CITY OF AVENTURA**  
**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager 

DATE: January 4, 2011

SUBJECT: **Law Enforcement Mutual Aid Agreement Between the City and the City of North Miami**

---

**February 1, 2011 City Commission Meeting Agenda Item 5E**

**RECOMMENDATION**

It is recommended that the City Commission adopt the attached Resolution authorizing execution of the Law Enforcement Mutual Aid Agreement with the City of North Miami.

**BACKGROUND**

In order to improve cooperative relationships between law enforcement agencies and provide a mechanism to share police resources in the event of emergencies or certain demanding situations, Chapter 23, Florida Statutes, Florida Mutual Aid Act allows agencies to enter into Police Services Mutual Aid Agreements. The various departments use a basic Mutual Aid Agreement.

The following list comprises the circumstances and conditions under which mutual aid may be requested:

1. The joint multijurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.

6. Escapes from disturbances within detention facilities.
7. Hostage and barricade subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-process calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades fairs, festivals and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization for specialized units, e.g., underwater recovery, aircraft, canine motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.

The Agreement is beneficial in our mission to protect the safety and quality of life of our residents.

If you have any questions, please feel free to contact me.

EMS/act

Attachment

CCO1717-11

RESOLUTION NO. 2011-\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE CITY OF NORTH MIAMI FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:

**Section 1.** The City Manager is hereby authorized on behalf of the City of Aventura to execute and otherwise enter into that certain Mutual Aid Agreement between the City of Aventura and the City of North Miami for law enforcement activities in substantially the form as attached hereto.

**Section 2.** The City Manager is hereby authorized to do all things necessary and expedient in order to effectuate the execution of the attached Agreement described in Section 1 above, and to carry out the aims of this Resolution.

The foregoing resolution was offered by Commissioner \_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                  |     |
|----------------------------------|-----|
| Commissioner Zev Auerbach        | ___ |
| Commissioner Teri Holzberg       | ___ |
| Commissioner Billy Joel          | ___ |
| Commissioner Michael Stern       | ___ |
| Commissioner Luz Urbàez Weinberg | ___ |
| Vice Mayor Bob Diamond           | ___ |
| Mayor Susan Gottlieb             | ___ |

PASSED AND ADOPTED this 1<sup>st</sup> day of February, 2011.

\_\_\_\_\_  
SUSAN GOTTLIEB, MAYOR

ATTEST:

\_\_\_\_\_  
TERESA M. SOROKA, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

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

**MUTUAL AID AGREEMENT  
BETWEEN THE CITY OF NORTH MIAMI POLICE DEPARTMENT  
AND THE CITY OF AVENTURA POLICE DEPARTMENT**

**WHEREAS**, it is the responsibility of the governments of the **City of North Miami**, Florida, and the **City of Aventura**, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

**WHEREAS**, in order to ensure that the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

**WHEREAS**, the participating municipalities, the **City of North Miami** and the **City of Aventura**, have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

**NOW THEREFORE, BE IT KNOWN**, that the **City of North Miami** and the **City of Aventura**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement
2. **Description:** Since the Mutual Aid Agreement ("Agreement") provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23, Florida Statutes.
3. **Definitions:**
  - A. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall become part of this Agreement. The declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. Agency or participating law enforcement agency: The City of North Miami Police Department and the City of Aventura Police Department.
- C. Department Head: The Chief of the City of North Miami Police Department, or the Chief's designees, and the Chief of the City of Aventura Police Department, or the Chief's designees.
- D. Participating municipal police department: The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. Certified law enforcement employees: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

**4. Operations:**

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration which shall become part of this Agreement, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

**5. Powers, Privileges, Immunities, and Costs:**

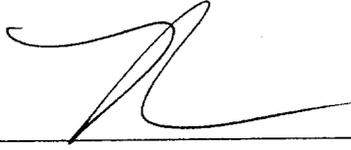
- A. All employees of the participating municipal police department and all certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that the employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political

subdivision in which they are regularly employed.

- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage and shall pay any and all expenses incurred in the maintenance and operation of these resources.
  - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of the employees while they are rendering aid. Compensation shall include any amounts for compensation due to personal injury or death while such employees are engaged in rendering aid. Compensation shall also include all benefits normally due the employees.
  - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of the providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
7. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **December 31, 2016** and under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. **Cancellation:** This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties.

AGREED AND ACKNOWLEDGED this 28 day of December, 2010.

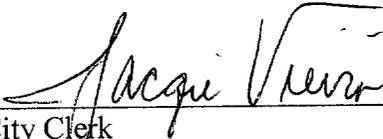


\_\_\_\_\_  
City Manager  
City of North Miami, Florida

\_\_\_\_\_  
City Manager  
City of Aventura, Florida

ATTEST:

ATTEST:

*actury*   
\_\_\_\_\_  
City Clerk  
City of North Miami, Florida

\_\_\_\_\_  
City Clerk  
City of Aventura, Florida

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
City Attorney  
City of North Miami, Florida

\_\_\_\_\_  
City Attorney  
City of Aventura, Florida

**JOINT DECLARATION  
OF THE CHIEF OF THE CITY OF NORTH MIAMI POLICE DEPARTMENT AND  
THE CHIEF OF THE CITY OF AVENTURA POLICE DEPARTMENT  
PURSUANT TO MUTUAL AID AGREEMENT**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement ("Agreement") when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency, or
- spontaneous response where assistance or aid is apparent (see #9 below).

In compliance with, and under the authority of, the Mutual Aid Agreement, entered into by the **City of Aventura**, Florida, and the **City of North Miami**, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. This list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations;
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes;
3. Any natural disaster;
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures;
5. Terrorist activities including, but not limited to, acts of sabotage;
6. Escapes from or disturbances within detention facilities;
7. Hostage and barricaded subject situations, and aircraft piracy;
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls;
9. Enemy attack;

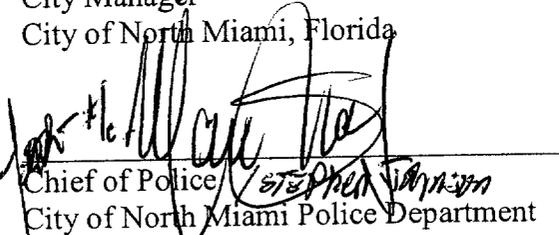
10. Transportation of evidence requiring security;
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions;
12. Security and escort duties for dignitaries;
13. Emergency situations in which one agency cannot perform its functional objective;
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information;
15. Joint training in areas of mutual need;
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call;
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within the respective municipal boundaries;
18. The agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency;
19. The agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction in which the incident occurred regardless of which agency completed the original offense incident report;
20. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, the property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. The jurisdiction of civil forfeiture action shall be filed by the seizing agency;
21. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of this Mutual Aid Agreement.

This Addendum shall become effective upon the signing of both Cities and shall remain in effect until either the current Mutual Aid Agreement and Joint Declaration expires or either agency gives written notice to the other agency to rescind this Addendum.

I accept the terms and conditions of the aforementioned Addendum to the current Mutual Aid Agreement and Joint Declaration between the City of Aventura Police Department and the City of North Miami Police Department.

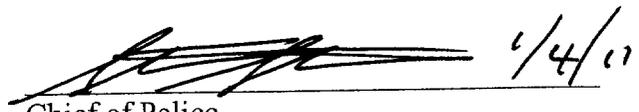
\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager  
City of North Miami, Florida

  
\_\_\_\_\_  
Chief of Police  
City of North Miami Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager  
City of Aventura, Florida

  
\_\_\_\_\_  
Chief of Police  
City of Aventura Police Department

# CITY OF AVENTURA

## OFFICE OF THE CITY MANAGER

### MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager 

DATE: January 19, 2011

SUBJECT: **Traffic Control Jurisdiction Agreement – Bonavida Condominium Association**

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February 1, 2011 City Commission Meeting Agenda Item 5F

### RECOMMENDATION

It is recommended that the City Commission authorize the execution of the attached Traffic Control Jurisdiction Agreement with Bonavida Condominium Association to provide traffic control jurisdiction by our Police Department over the private roads adjacent to the subject property. The Agreement will increase the visibility of the police force and enhance traffic enforcement.

### BACKGROUND

The previous Traffic Control Jurisdiction Agreement has been updated to reflect changes in State law and police procedures. Therefore, we have requested all condominiums or homeowners associations to enter into the new agreement attached hereto.

In our continued efforts to provide improved police services to the community, we have initiated a program in the past that allows a condominium or homeowners associations to enter into an Agreement with the City to provide traffic control jurisdiction over a private roadway within the development. This permits the Police Department to conduct traffic enforcement activities on private property at the request of the owner.

Florida State Statute 316.006 allows municipalities to enter into such agreements provided they are reimbursed for the actual costs of traffic control and enforcement, the owner agrees to indemnify the City and provide liability insurance.

The City will bill the owner \$25.00 per hour for each officer required to perform the traffic enforcement detail when requested by the owner. Whenever possible, traffic

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Memo to City Commission  
Page 2

complaints made by the occupants of the property will be responded to and handled as a call for service, without charge to the owner.

The program has been received well by the community.

If you have any questions, please feel free to contact me.

EMS/act

Attachment

CCO1719-11



## TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS AGREEMENT is made and entered into this 7 day of December, 2010  
by and between Bonavida Condominium Assoc.  
(the "Owner") and the City of Aventura, Florida, a Florida municipal corporation (the  
"City").

### RECITALS

A. Owner owns fee simple title to all the private roadways within the area  
described as follows:

20100 N Country Club Drive  
Aventura, FL 33180

of Dade County, Florida, and commonly known as Bonavida Condo Assoc  
(the "Private Roads").

B. Owner desires the City to exercise traffic control jurisdiction over the Private  
Roads, and City desires to exercise such traffic control jurisdiction, pursuant to Florida  
State Statutes 316.006.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and  
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,  
Owner and City agree as follows:

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

2. Traffic Control Jurisdiction Services. The City agrees to exercise traffic control jurisdiction over the Private Roads in accordance with the following terms and conditions.

(a) City shall provide for Police Officers of its Police Department to patrol, by motor vehicle, the Private Roads, in accordance with the schedule and manpower indicated on Exhibit "A" attached hereto, subject to availability.

(b) In exercising such traffic control jurisdiction, the City shall enforce the traffic laws generally applicable to streets and highways under the City's original jurisdiction which are similar in nature to the Private Roads.

(c) The City's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to the jurisdictional authority presently exercised by the City over the Private Roads under law, and nothing herein shall be construed to limit or remove any such jurisdictional authority, the City agreeing to continue to provide such other police services as are otherwise provided under law.

(d) In addition to exercising traffic control jurisdiction over the Private Roads as indicated on Exhibit "A", the City shall be entitled to exercise traffic control jurisdiction, even when not requested by Owner; provided, however, the City shall not be entitled to any compensation from Owner pursuant to Paragraph 3 below for exercising such discretionary additional traffic control jurisdiction, although the City shall be entitled to retain all revenues from traffic citations issued by the City for violations of traffic laws along the Private Roads, in accordance with law.

(e) Nothing in this Agreement shall require, authorize or permit the City to exercise any control or responsibility concerning the installation or maintenance of traffic control devices.

3. Compensation.

(a) Routine Patrol Activity - Except as provided in subsection (b), Owner shall not be responsible to pay the City any compensation for performing routine patrol activity pursuant to this Agreement. Routine Patrol Activity shall mean a level of patrol activity equivalent to that which is randomly provided on public roads. The City shall be entitled to retain all revenues from traffic citations issued by the City for violation of traffic laws along the Private Roads as provided by law. This shall not preclude the assessment of impact fees or other fees provided by law.

(b) Extended Patrol Activity - Owner shall compensate City for extended patrol activities conducted by the City on the Private Roads at Owner's request in accordance with the rate schedule enumerated in Exhibit "B". Extended Patrol Activity shall mean any patrol outside of the scope of the City's routine patrol of the Private Roads requested by the Owner that requires more than one (1) hour additional patrol time within any twenty-four hour period.

4. Liability Not Increased. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the City

than the City would ordinarily be subjected to when providing its normal police services as routinely provided throughout the City.

5. Term. The term of this Agreement shall be one (1) year commencing on the date hereof and ending one (1) year following the date hereof, and shall thereafter automatically continue for successive one (1) year terms, unless terminated by either party upon written notice to the other party given at least thirty (30) days prior to the expiration of the then-applicable one (1) year term.

6. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation between the parties for any controversy arising from or related to this Agreement shall be in the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County, Florida. The parties hereby voluntarily waive any right to trial by jury for any litigation between the parties which arises out of this Agreement or the provision of law enforcement services to Owner hereunder.

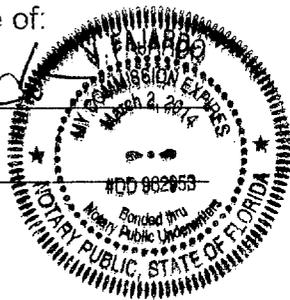
8. Indemnification and Insurance. Owner agrees to defend, indemnify and hold the City harmless from any claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the City by reason of any property damage or bodily injury, including death, sustained by any person whomsoever, which said claim, demand, suit, loss, cost, expense or damage arises out of or is incidental to or in any way connected with this Agreement, and regardless of

whether such claim, demand, suit, loss, damage, cost or expense is caused in whole or in part by City's negligence, or by the negligence of City's agents, servants or employees. In support, but not in limitation of this indemnification provision, Owner hereby agrees to maintain and pay all premiums for a policy of comprehensive general liability insurance in an amount of not less then \$300,000 combined single limit insurance covering any occurrence on or adjacent to the Private Roads described above, resulting in property damage or bodily injury or death to person or persons. Such insurance policy shall name the City and City's officers, agents and employees as additional insured with respect to traffic control or enforcement of the Private Roads and shall provide for 30 days prior written notice of any cancellation or change in scope or amount of coverage of such policy. Owner shall furnish City with a Certificate of Insurance evidencing compliance with the provisions of this section.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting one Agreement.

Signed, sealed and delivered  
In the presence of:

V. Fajard



ATTEST:

\_\_\_\_\_

X OWNER [Signature]  
\_\_\_\_\_ 12/7/10

By Ann Erstein  
Board President  
Donavida Condo.

CITY OF AVENTURA, a Florida  
Municipal corporation

By \_\_\_\_\_

Teresa M. Soroka, MMC  
City Clerk

Eric M. Soroka, ICMA-CM  
City Manager

Approved as to Legal Sufficiency:

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City Attorney

## **EXHIBIT "A"**

### **Patrol**

Aventura Police Officers in marked police vehicles or motorcycles may patrol the Private Roads on a random basis each day. Whenever possible, Traffic complaints made by occupants of the property, will be responded to and handled as a call for service, without charge to the Owner. Traffic complaints that require Extended Patrol Activity, where the cost of service will be billed to the Owner, will only be conducted with prior approval of the Owner. When requested by the Owner to perform specific traffic enforcement duties, the Owner will be billed in accordance with Exhibit "B".

**EXHIBIT "B"**

**Compensation**

The City will bill the Owner \$25.00 per hour for each officer requested to perform the Extended Patrol Activity.

RESOLUTION NO. 2011-\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN BONAVIDA CONDOMINIUM ASSOCIATION AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:

**Section 1.** The City Manager is hereby authorized to execute the attached Traffic Control Jurisdiction Agreement between Bonavida Condominium Association and the City of Aventura.

**Section 2.** The City Manager is hereby authorized to do all things necessary to carry out the aims of this Resolution.

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

The foregoing resolution was offered by Commissioner \_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                  |       |
|----------------------------------|-------|
| Commissioner Zev Auerbach        | _____ |
| Commissioner Teri Holzberg       | _____ |
| Commissioner Billy Joel          | _____ |
| Commissioner Michael Stern       | _____ |
| Commissioner Luz Urbàez Weinberg | _____ |
| Vice Mayor Bob Diamond           | _____ |
| Mayor Susan Gottlieb             | _____ |

**PASSED AND ADOPTED** this 1st day of February, 2011.

\_\_\_\_\_  
SUSAN GOTTLIEB, MAYOR

ATTEST:

\_\_\_\_\_  
TERESA M. SOROKA, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

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

**CITY OF AVENTURA**

**COMMUNITY SERVICES DEPARTMENT**

**MEMORANDUM**

TO: City Commission  
FROM: Eric M. Soroka, ICMA-CM, City Manager  
BY: Robert M. Sherman, Director of Community Services  
DATE: January 18, 2011  
SUBJECT: **Revised Public Works Permit Fee Schedule**



---

**February 1<sup>st</sup>, 2011 City Commission Meeting Agenda Item No. 5-6**

**Recommendation:**

It is recommended that the City Commission adopt the attached resolution revising the Public Works Inspection Permit and Review Fee Schedule adopted in 2006 with the attached Fee Schedule contained in Exhibit "A".

**Background:**

The present fee schedule was adopted by the City Commission in April, 2006. The revised fees reflect the current Miami-Dade County inspection fees adopted in 2010. Fees have been increased to keep pace with increased fixed operational costs associated with Public Works permitting. Our consulting engineer has reviewed the fee schedule and recommends adopting it.

RMS/gf

Attachments

RMS11003

## **MEMORANDUM**

### **CRAVEN THOMPSON AND ASSOCIATES, INC.**

Date: December 30, 2010

To: Alan Levine, Public Work Operations Manager, City of Aventura

From: Chad Edwards, Consulting Engineer

Reference: Public Works Permit Fee Revisions

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At your request, we have reviewed the City's current Public Works fee schedule as adopted by Resolution 2006-22 on April 4, 2006 with the newly adopted Miami-Dade County Public Works fee schedule. We are recommending updating the City Public Works fee schedule to coincide with the County Public Works fee schedule. For reference attached is a cost breakdown between the existing fees versus the proposed fees. In addition to the revising the current City fee schedule I also recommend revising the verbiage in item number 5 to read as indicated on the attached markup which corresponds to the verbiage on the County fee schedule.

Please call if you have any questions or require any additional information.

RESOLUTION NO. 2011-\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING RESOLUTION NO. 2006-22 WHICH PROVIDED A FEE SCHEDULE FOR ENGINEERING AND PUBLIC WORKS INSPECTION PERMIT AND REVIEW; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Ordinance No. 96-25, the City Commission is authorized to provide a fee schedule for engineering and public works inspection permit and review services provided by the City; and

**WHEREAS**, the City Commission adopted Resolution No. 2006-22 which did establish the fee schedule for engineering and public works inspection permit and review; and

**WHEREAS**, after public hearing, the City Commission has deemed it necessary to amend the engineering and public works inspection permit and review fee schedule.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:**

**Section 1.** The fee schedule for engineering and public works inspection permit and review adopted by Resolution No. 2006-22 is hereby amended as set forth on Exhibit "A" attached hereto and incorporated herein.

**Section 2.** The City Manager is authorized to do all things necessary to carry out the aims of this Resolution.

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

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                  |       |
|----------------------------------|-------|
| Commissioner Zev Auerbach        | _____ |
| Commissioner Teri Holzberg       | _____ |
| Commissioner Billy Joel          | _____ |
| Commissioner Michael Stern       | _____ |
| Commissioner Luz Urbáez-Weinberg | _____ |
| Vice Mayor Bob Diamond           | _____ |
| Mayor Susan Gottlieb             | _____ |

**PASSED AND ADOPTED** this 1<sup>st</sup> day of February, 2011.

\_\_\_\_\_  
SUSAN GOTTLIEB, MAYOR

ATTEST:

\_\_\_\_\_  
TERESA M. SOROKA, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

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

**City of Aventura Public Works Permit Fees**

**Exhibit "A"**

**A. Permit Fees:**

|          |  |    |        |
|----------|--|----|--------|
| <b>1</b> | <b><i>For installation or repair of Sanitary and storm sewers, water lines, gas lines, buried electric, telephone CATV or other underground utilities:</i></b> |    |        |
|          | For 100 linear feet or less  | \$ | 175.00 |
|          | For each additional 100 linear feet or fraction thereof  | \$ | 55.00  |
| <b>2</b> | <b><i>For exfiltration drains consisting of catch basin, exfiltration trench, or slab covered trench.</i></b>  |    |        |
|          | For each 100 linear feet or fraction thereof   | \$ | 145.00 |
| <b>3</b> | <b><i>For installation of poles or down guys for overhead utilities:</i></b>   |    |        |
|          | For each pole or down guy  | \$ | 100.00 |
| <b>4</b> | <b><i>For construction or replacement of sidewalks, curbs and gutters:</i></b>   |    |        |
|          | For 100 linear feet or less  | \$ | 160.00 |
|          | For additional 100 linear feet or fraction thereof   | \$ | 75.00  |
| <b>5</b> | <b><i>For construction or asphalt or concrete driveways, including private property:</i></b>   |    |        |
|          | For driveway width of 20 feet or less (each driveway)  | \$ | 100.00 |
|          | For driveway width of 20 feet, but not greater than 40 feet, (each driveway)   | \$ | 115.00 |
|          | For driveway width greater than 40 feet (each)   | \$ | 170.00 |
|          | For construction of stamped concrete driveways (each)  | \$ | 100.00 |
|          | For construction of brick paver driveway (each)  | \$ | 130.00 |
| <b>6</b> | <b><i>For construction of street pavements, including paving of parkways and shoulders:</i></b>  |    |        |
|          | For one lane or two lanes of pavements for 100 linear feet or less   | \$ | 400.00 |
|          | For each additional 100 linear feet or fraction thereof  | \$ | 100.00 |

|           |  |             |
|-----------|--|-------------|
|           | For three or more lanes of pavements for 100 linear feet or less   | \$ 340.00   |
|           | For three or more lanes of pavements, each additional 100 linear feet or fraction thereof                    | \$ 115.00   |
| <b>7</b>  | <b><i>For the installation of embankment and/or sub grade material, excluding base rock and asphalt:</i></b> |             |
|           | For 100 linear feet or less  | \$ 115.00   |
|           | For each additional 100 linear feet or fraction thereof  | \$ 30.00    |
| <b>8</b>  | <b><i>For construction of curb separators:</i></b>   |             |
|           | For each 100 linear feet or less   | \$ 55.00    |
|           | For each additional 100 linear feet or fraction thereof  | \$ 15.00    |
| <b>9</b>  | <b><i>For erection of street name signs, traffic or directional signs:</i></b>                               |             |
|           | For each sign  | \$ 15.00    |
| <b>10</b> | <b><i>For construction of bridges:</i></b>   |             |
|           | For bridge roadway area of 1000 feet or less   | \$ 1,140.00 |
|           | For each additional 100 square feet or fraction thereof  | \$ 230.00   |
| <b>11</b> | <b><i>For the installation of permanent type traffic barricades, guardrails or guide posts:</i></b>          |             |
|           | for each 100 linear feet or fraction thereof   | \$ 85.00    |
| <b>12</b> | <b><i>For the construction of street or driveway culvert:</i></b>  |             |
|           | For each 100 linear feet or fraction thereof   | \$ 115.00   |
| <b>13</b> | <b><i>Installation of culvert pipe to enclose existing drainage ditch or canal:</i></b>                      |             |
|           | For each 100 linear feet or fraction thereof   | \$ 170.00   |
| <b>14</b> | <b><i>Installation of new traffic signals:</i></b>   |             |
|           | For each intersection  | \$ 1,710.00 |
| <b>15</b> | <b><i>For upgrade or modification of existing traffic signals:</i></b>                                       |             |

|  |             |
|--|-------------|
| For each intersection                                      | \$ 1,140.00 |
| <b>16 For resurfacing, water proofing or seal coating;</b> |             |
| For each 1000 square feet of fraction thereof              | \$ 25.00    |
| <b>17 For installation of Bus Shelters:</b>                |             |
| For each shelter   | \$ 115.00   |

**B. Penalty Fees:**

|  |   |
|--|---|
| When work for which a permit is required is recommended prior to obtaining a permit, a penalty fee will be imposed as follows: | \$115.00<br>(plus double the original permit) |
|--|---|

**C. Extension of Permit:**

A permit fee may be extended for a period of up to, but not more than one year from the expiration date of the original permit provided the Community Services Department is notified prior to the expiration of the permit. If the permit is allowed to expire without requesting an extension, a new permit will be required, including appropriate fees, for the remainder of the uncompleted work.

**D. Special Projects:**

A fee equal to actual staff time and related costs shall be assessed for special projects requiring research by the Department in order to answer questions proposed by property owners, condominium associations, developers, attorneys, realtors, etc., in connection with the use, re-subdivision and development of properties, including rights-of-way and easements or to determine if any existing violations are on the property through a review of departmental records. Such special fee only will be levied for requests outside the scope of normal Department work. A minimum fee of one hundred dollars (\$100) shall be charged.

**E. Engineering Review Fees:**



**CITY OF AVENTURA**  
**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager 

DATE: January 20, 2011

SUBJECT: **Resolution Approving Legislative Programs and Priorities for 2011**

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**February 1, 2011 City Commission Meeting Agenda Item 5-H**

**RECOMMENDATION**

It is recommended that the City Commission approve the attached Resolution approving the Legislative Programs and Priorities for 2011. This item was reviewed at the January Workshop Meeting.

If you have any questions, please feel free to contact me.

EMS/act

Attachment

CCO1720-11

RESOLUTION NO. 2011-\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ADOPTING THE CITY OF AVENTURA 2011 LEGISLATIVE PROGRAM AND PRIORITIES ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:

**Section 1.** The City of Aventura 2011 Legislative Program and Priorities, attached hereto, is hereby adopted.

**Section 2.** The City Manager is authorized to take all action necessary to implement the purpose of this Resolution.

**Section 3.** This Resolution shall be effective immediately upon adoption hereof.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. This motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                  |       |
|----------------------------------|-------|
| Commissioner Zev Auerbach        | _____ |
| Commissioner Teri Holzberg       | _____ |
| Commissioner Billy Joel          | _____ |
| Commissioner Michael Stern       | _____ |
| Commissioner Luz Urbàez Weinberg | _____ |
| Vice Mayor Bob Diamond           | _____ |
| Mayor Susan Gottlieb             | _____ |

**PASSED AND ADOPTED** this 1<sup>st</sup> of February, 2011.

\_\_\_\_\_  
SUSAN GOTTLIEB, MAYOR

ATTEST:

\_\_\_\_\_  
TERESA M. SOROKA, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

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

# **CITY OF AVENTURA LEGISLATIVE PROGRAM AND PRIORITIES**



**2011**

**Mayor Susan Gottlieb  
Commissioner Zev Auerbach  
Commissioner Bob Diamond  
Commissioner Teri Holzberg  
Commissioner Billy Joel  
Commissioner Michael Stern  
Commissioner Luz Urbaz Weinberg  
City Manager Eric M. Soroka  
City Clerk Teresa M. Soroka  
City Attorney Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.**

**CITY OF AVENTURA  
LEGISLATIVE PROGRAMS AND PRIORITIES  
2011**

*This document is intended to provide direction to the City Manager, City Attorney and Legislative Lobbyist as to the official City position regarding issues and pending legislation which would affect the operation of local government. This document further provides priorities for the acquisition of supplemental funding (grants) for various programs.*

**The City of Aventura will endorse and support legislation that will:**

1. Provide a dedicated revenue source for Charter School capital improvements at the same levels provided to the local school boards.
2. Increase or maintain educational funding levels for Miami-Dade County public schools.
3. Amend State law allowing a more economical method of advertising for a public hearing relating to Comprehensive Plan adoption and/ or amendments.
4. Adopt the 2011 Policy Statement of the Florida League of Cities.
5. Enact a law that would prohibit an individual from writing, sending or receiving text messages while operating a motor vehicle.
6. Enact a law enabling cities to prohibit smoking at city sponsored events or activities and/ or at city parks and facilities.
7. On a state-wide level, ban the use of handheld phones by persons operating motor vehicles, but allowing hands free phone devices.

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A bill to be entitled

An act relating to required advertisements for the adoption of local government comprehensive plans and comprehensive plan amendments; amending s. 163.3174, F.S.; providing requirements for the advertisement of local planning agency public hearings for the review of local government comprehensive plans and comprehensive plan amendments; amending s. 163.3184, F.S.; providing that advertisements of public hearings of the local planning agency and governing body for review, transmittal, and adoption of local government comprehensive plans and comprehensive plan amendments shall be published in a newspaper of general circulation in the county or municipality, or in a geographically limited insert of such newspaper; providing for an effective date.

Be it Enacted by the Legislature of the State of Florida:

Section 1. Subsection (4)(a) of Section 163.3174, Florida Statutes, is amended to read:

(4) The local planning agency shall have the general responsibility for the conduct of the comprehensive planning program. Specifically, the local planning agency shall:

(a) Be the agency responsible for the preparation of the comprehensive plan or plan amendment and shall make recommendations to the governing body regarding the adoption or amendment of such plan. During the preparation of the plan or plan amendment and prior to any recommendation to the governing body, the local planning agency shall hold at least one public hearing, with public notice provided in accordance with s. 163.3184 (15)(a)(2) on the proposed plan or plan amendment. The governing body in cooperation with the local planning agency may designate any agency, committee, department, or person to prepare the comprehensive plan or plan amendment, but final recommendation of the adoption of such plan or plan amendment to the governing body shall be the responsibility of the local planning agency.

Section 2. Subsection (15) of Section 163.3184, Florida Statutes, is amended to read:

1  
2 (15) PUBLIC HEARINGS.—

3 (a) The procedure for transmittal of a complete proposed  
4 comprehensive plan or plan amendment pursuant to subsection (3)  
5 and for adoption of a comprehensive plan or plan amendment  
6 pursuant to subsection (7) shall be by affirmative vote of not  
7 less than a majority of the members of the governing body  
8 present at the hearing.

9 (1) The adoption of a comprehensive plan or plan amendment  
10 shall be by ordinance. For the purposes of transmitting or  
11 adopting a comprehensive plan or plan amendment, the notice  
12 requirements in chapters 125 and 166 are superseded by this  
13 subsection, except as provided in this part.

14 (2) Advertisements of the local planning agency public hearing  
15 for review of a comprehensive plan or plan amendment as required  
16 by s. 163.3174(4)(a), and the transmittal and adoption public  
17 hearings of the governing body, shall be published in a  
18 newspaper of general circulation in the county or municipality,  
19 or in a geographically limited insert of such newspaper. The  
20 geographic boundaries in which such insert is circulated shall  
21 include the geographic boundaries of the local government  
22 proposing the amendment. It is the legislative intent that,  
23 whenever possible, the advertisement appear in a newspaper that  
24 is published at least 5 days a week unless the only newspaper in  
25 the county or municipality is published less than 5 days a week,  
26 or that the advertisement appear in a geographically limited  
27 insert of such newspaper which insert is published at least  
28 twice each week. It is further the legislative intent that the  
29 newspaper selected be one of general interest and readership in  
30 the community and not one of limited subject matter, pursuant to  
31 chapter 50. The advertisement shall not be placed in that  
32 portion of the newspaper where legal notices and classified  
33 advertisements appear.

34 (b) The local governing body shall hold at least two  
35 advertised public hearings on the proposed comprehensive plan or  
36 plan amendment as follows:

37 1. The first public hearing shall be held at the transmittal  
38 stage pursuant to subsection (3). It shall be held on a weekday  
39 at least 7 days after the day that the first advertisement is  
40 published.

41 2. The second public hearing shall be held at the adoption  
42 stage pursuant to subsection (7). It shall be held on a weekday  
43 at least 5 days after the day that the second advertisement is  
44 published.

45 (c) The local government shall provide a sign-in form at the  
46 transmittal hearing and at the adoption hearing for persons to

1 provide their names and mailing addresses. The sign-in form must  
2 advise that any person providing the requested information will  
3 receive a courtesy informational statement concerning  
4 publications of the state land planning agency's notice of  
5 intent. The local government shall add to the sign-in form the  
6 name and address of any person who submits written comments  
7 concerning the proposed plan or plan amendment during the time  
8 period between the commencement of the transmittal hearing and  
9 the end of the adoption hearing. It is the responsibility of the  
10 person completing the form or providing written comments to  
11 accurately, completely, and legibly provide all information  
12 needed in order to receive the courtesy informational statement.

13 (d) The agency shall provide a model sign-in form for  
14 providing the list to the agency which may be used by the local  
15 government to satisfy the requirements of this subsection.

16 (e) If the proposed comprehensive plan or plan amendment  
17 changes the actual list of permitted, conditional, or prohibited  
18 uses within a future land use category or changes the actual  
19 future land use map designation of a parcel or parcels of land,  
20 the required advertisements shall be in the format prescribed by  
21 s. 125.66(4)(b)2. for a county or by s. 166.041(3)(c)2.b. for a  
22 municipality. Such advertisements may be placed in a  
23 geographically limited insert of a newspaper of general  
24 circulation as provided in paragraph (a)(2) of this subsection.

25  
26  
27 Section 3. This act shall take effect upon becoming law.

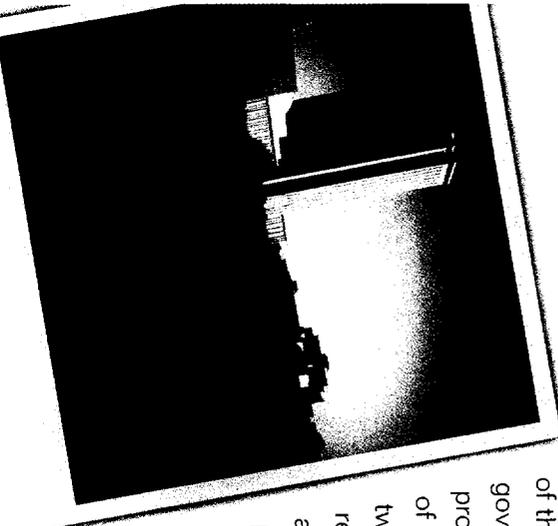
**FLORIDA LEAGUE OF CITIES**

**2013**

**LEGISLATIVE  
ACTION AGENDA**



The Florida League of Cities is the champion of home rule in Florida. Florida's constitution empowers citizens with the right of local self-government, or home rule. Cities are the embodiment of this right. Cities are formed by citizens and are governed by citizens. They administer the local affairs of the community for the special benefit



of the city's residents. The form of government and level of services a city provides are fundamental expressions of home rule. Home rule is why no two cities are alike. Florida's city residents take pride in this diversity and responsibility. Strong home rule powers ensure that government stays close to the people it serves. Intrusion on home rule from the state or federal government undermines the constitutional right of local citizens to govern themselves.

The Florida League of Cities opposes unfunded mandates from any level of

government. An unfunded mandate is when one government forces another level of government to take some action that spends or reduces revenue, without providing any resources to offset the impact. Unfunded mandates are the antithesis of government transparency. Mandates conceal the connection between the taxes city residents pay and the services they receive. Unfunded mandates cause local city leaders to be held accountable for decisions made by others who live far away and who are not accountable for the fiscal impact on local taxpayers. The Florida Constitution prohibits unfunded mandates from state government except under certain conditions. This provision was added to the constitution in 1990 after Floridians became fed up with being forced to pay for state programs with local tax dollars. Yet in spite of the clear preference of Florida's residents, unfunded mandates have continued with increasing frequency.

# 2011 Florida League of Cities Legislative Action Agenda

## RECLAIMED WATER

### LEGISLATIVE PRIORITY

The Florida League of Cities will support legislation clarifying that reclaimed water is a product generated by a utility treatment process. As such, reclaimed water should not be subject to regulatory actions by the water management districts, but should remain available for use as an integral element of a utility's water supply plan and permitted discharge strategy. Furthermore, the Florida League of Cities will support legislation which provides that any quantities of water made available by the use and/or generation of reclaimed water should be allocated to the reclaimed water provider, and which supports the home rule powers of a municipality to create "mandatory reuse zones" within its jurisdiction.



## ALTERNATIVE AND RENEWABLE ENERGY

### LEGISLATIVE PRIORITY

The Florida League of Cities will support legislation that incentivizes the development and implementation of a meaningful statewide renewable and alternative energy policy and that encourages the development of new technologies to help create jobs and industries in Florida. Such energy policy shall include a renewable energy minimum standard and should provide tax incentives for the use of renewable energy sources, enhance competitive procurement by public entities of all renewable energy supplies, and ensure the ability of Florida municipalities to obtain

and use renewable energy. The policy should also encourage mass transit, transit-oriented development policies and other transportation-related energy-efficiency practices; and provide technical assistance and funding sources for local governments to assist in the development and implementation of state energy policies including public education programs, sustainable building, contaminant emission reduction strategies, and other policies as part of a comprehensive sustainable statewide energy policy.

## **REVENUE AND EXPENDITURE CAPS**

### **LEGISLATIVE PRIORITY**

The Florida League of Cities opposes state-mandated revenue or expenditure caps. State-mandated caps usurp the home rule powers of municipal residents to self-determine the form of their government and their desired level of service. A cap would be unworkable for any level of government in Florida, unless such proposal, at a minimum:

- 1.** Applies to either revenues or expenditures, but not both;
- 2.** Includes a "time-out" provision in case it becomes necessary to suspend the cap proposal due to unusual economic circumstances; and
- 3.** Reflects the true level of inflation incurred by Florida governments in providing services.

Further, if the Legislature chooses to reject home rule and instead mandate caps on local governments, any such proposal should, at a minimum:

- 1.** Exclude any resources committed to complying with a mandate imposed by another level of government;
- 2.** Apply equally to the state and all types of local government; and
- 3.** Exempt the following revenue sources:
  - Proprietary, special revenue and fiduciary funds;
  - State and federal funds, such as grants, which are not controllable;
  - Referendum revenues;
  - One-time revenues including but not limited to donations, sales of property, settlement of disputes, insurance proceeds, etc.;
  - Revenues not subject to the control of the receiving government;
  - Revenues committed to the repayment of debt;
  - Franchise fees, rental fees, impact fees, permit fees and other contractual revenues for which a direct service is provided in exchange;
  - Revenues from voluntary recreational fees or similar entertainment-related fees;
  - Revenues received in response to a catastrophic event; and
  - Revenues related to defensive litigation, workers' compensation claims or other risk-management activities, which are not controllable.

## **MUNICIPAL POLICE OFFICER AND FIREFIGHTER PENSION PLANS**

### **LEGISLATIVE PRIORITY**

The Florida League of Cities will support legislation that provides comprehensive municipal firefighter and police officer pension reform. Pension mandates directly conflict with the Legislature's desire to limit government spending. Any comprehensive pension-reform package should, at a minimum, address the following:



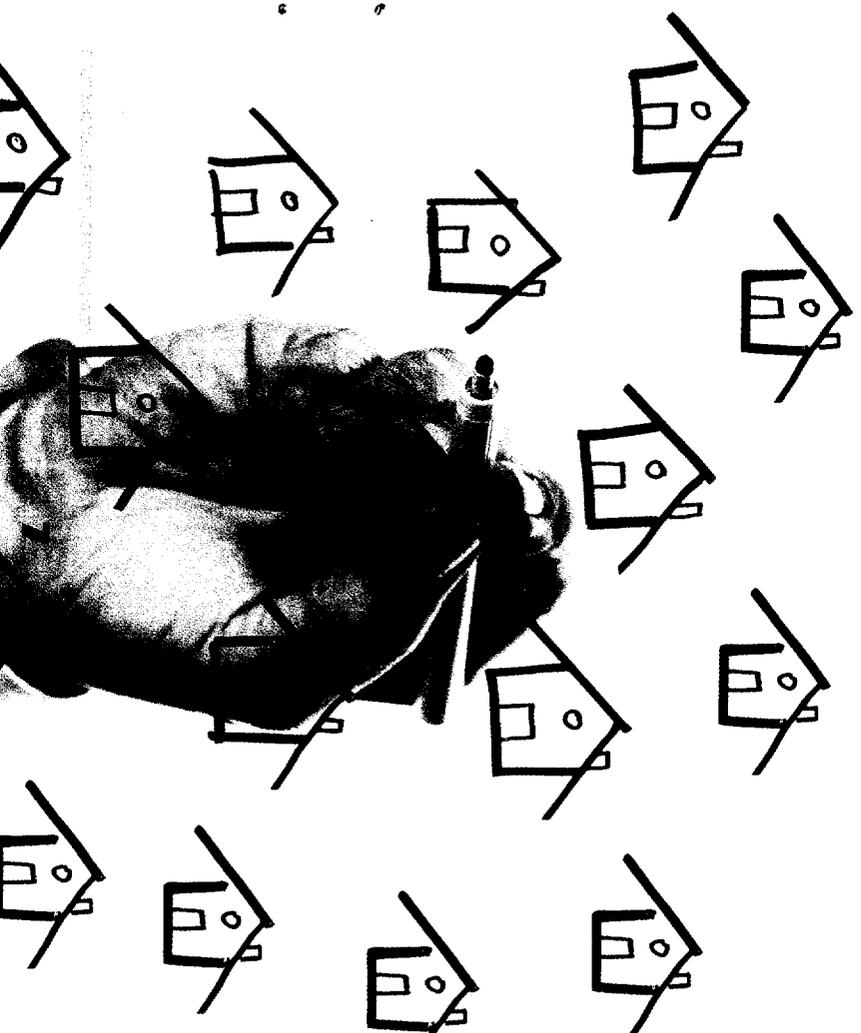
- Require that determinations of average final compensation in defined-benefit pension plans include salary only, and do not include pay for overtime, unused leave time or any other additional payments;
- Allow recipients (cities and special districts) of insurance premium tax revenues under Chapters 175 or 185, Florida Statutes, to use these funds to pay for the costs of current plans and to lower required plan contributions from the plan sponsor;
- Allow cities to convert firefighter and police officer defined-benefit pension plans operating under Chapters 175 or 185, Florida Statutes, to the Florida Retirement System (FRS) or another type of plan without losing insurance premium tax revenues;
- Allow cities desiring to place their public safety officers into the Special Risk Class of the FRS the opportunity to purchase past credit service at an up to 3 percent annual accrual rate rather than the current up to 2 percent;
- Allow deviation from state requirements if agreed to by the employees or their union;
- Restrain the Florida Division of Retirement's non-rule-based administrative activities and restrict the division's broad interpretations of the provisions in Chapters 112, 175 and 185, Florida Statutes, that result in increased costs to pension plan sponsors;
- Change the governance structure of pension boards of trustees to move away from having plan participants serve on the boards; and
- Provide flexibility to local governments in the FRS by allowing them to either retain a standard defined-benefit plan, or at the employer's option move to a different retirement plan, such as a hybrid or modified "defined-benefit/defined-contribution" plan.

## **GROWTH MANAGEMENT**

### **LEGISLATIVE PRIORITY**

The Florida League of Cities supports legislation that:

- Defines a role for the Florida Department of Community Affairs or its equivalent to provide local governments technical assistance while limiting regulatory powers to only those issues requiring interregional coordination;
- Streamlines growth management processes, including reporting requirements, particularly for fiscally constrained or built-out municipalities; and
- Acknowledges municipal home rule powers in the local application of the pending ordinance doctrine as established by the courts.



## TRANSPORTATION

### LEGISLATIVE PRIORITY

The Florida League of Cities will support legislation that provides proportionate, dedicated and recurring revenue sources for multimodal municipal and regional transportation projects to ensure that local conditions and needs are addressed. The League will support legislation that:

- Alters the current taxing authority for the 2nd local option gas tax (ELMS Nickel) to authorize cities to levy — by referendum — up to 2 cents of the existing 5-cent local option gas tax authorized by statute;
- Authorizes the Florida Department of Transportation to increase funding to support local and regional transportation and transit alternatives, including “complete street” programs; and
- Prohibits the transfer of State Transportation Trust Funds for non-transportation purposes.

## UNFUNDED MANDATES

### LEGISLATIVE PRIORITY

The Florida League of Cities will support legislation that strengthens the prohibition on existing and new unfunded mandates, requires enhanced staff analyses of quantification of the costs to cities, and ensures full state funding sources be assigned whenever unfunded mandates are identified.

## ECONOMIC DEVELOPMENT

### LEGISLATIVE PRIORITY

The Florida League of Cities will support legislation that strengthens Florida’s economy through the creation of jobs. Such legislation should:

- Enact an urban economic development policy for the State of Florida;
- Attract businesses for relocation and/or expansion in Florida’s urban settings by enacting measures that will promote Florida as a nationally recognized leader in favorable business tax climates;
- Preserve and promote affordable or workforce housing and appropriate all housing trust fund monies to existing housing programs and remove the cap on distributions into the Sadowski Trust Fund;
- Fund urban public infrastructure projects through various means, such as the leveraging of private investments through state tax credits;
- Establish public/private partnerships to promote redevelopment and encourage infill development, preservation and reuse in Florida’s cities;
- Create a highly skilled workforce by investing in educational initiatives that reflect the needs of existing and emerging business markets; and
- Solicit additional federal tax credits for environmentally sustainable and affordable housing and local government infrastructure.



PHOTO@STOCKPHOTO/BEN BLANKENBURG

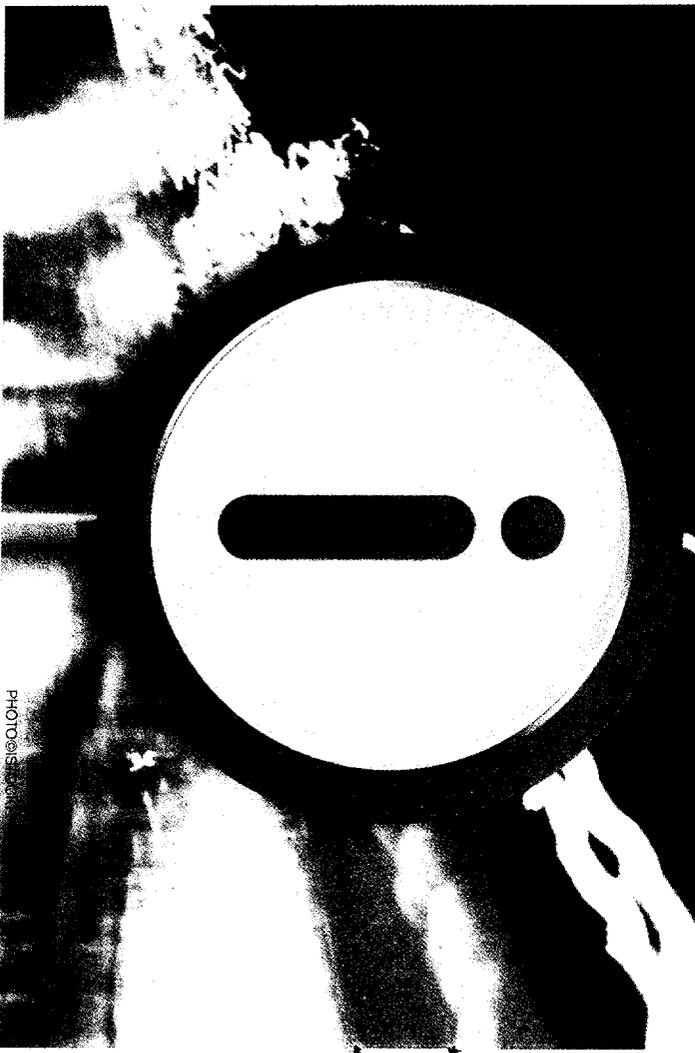


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## EFFECTIVE PUBLIC NOTICE

### LEGISLATIVE PRIORITY

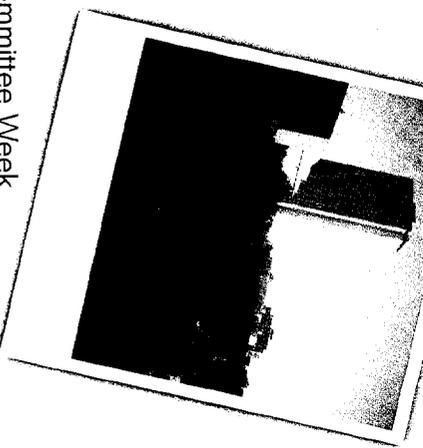
The Florida League of Cities will support legislation authorizing municipalities to provide effective public notice and advertising for various matters, not to include ad valorem taxation millage setting, by means other than newspapers. Effective public notice may include, but is not limited to, direct mailings, physical posting of property, Internet posting, free publications, government-access television channels and other suitable alternatives.

## SUBSIDIZED INSURANCE COVERAGE FOR RETIREES

### LEGISLATIVE PRIORITY

The Florida League of Cities will support legislation that removes statutory requirements for cities and other public employers to offer subsidized health, hospitalization and other insurance coverages for retirees.

## 2011 Key Dates



### January

- 11-13 House/Senate Interim Committee Week
- 25-27 House/Senate Interim Committee Week

### February

- 7-10 Florida League of Cities Federal Action Strike Team (FAST) Fly-In – Washington, D.C.
- 8-10 House/Senate Interim Committee Week
- 15-17 House/Senate Interim Committee Week
- 22-24 House/Senate Interim Committee Week

### March

- 8 Opening Day of the 2011 Regular Legislative Session
- 13-17 National League of Cities Congressional City Conference, Washington, D.C.
- 22 Florida League of Cities Legislative Action Day – Tallahassee-Leon County Civic Center, Tallahassee

### May

- 6 Last Day of 2011 Regular Legislative Session

### August

- 11-13 Florida League of Cities Annual Conference – Orlando World Center Marriott

### November

- 17-18 Florida League of Cities Legislative Conference – Hyatt Regency Orlando International Airport Hotel

### December

- 8-12 National League of Cities Annual Congress of Cities and Exposition, Phoenix, Az.

# 2011 Florida League of Cities Lobbying Team



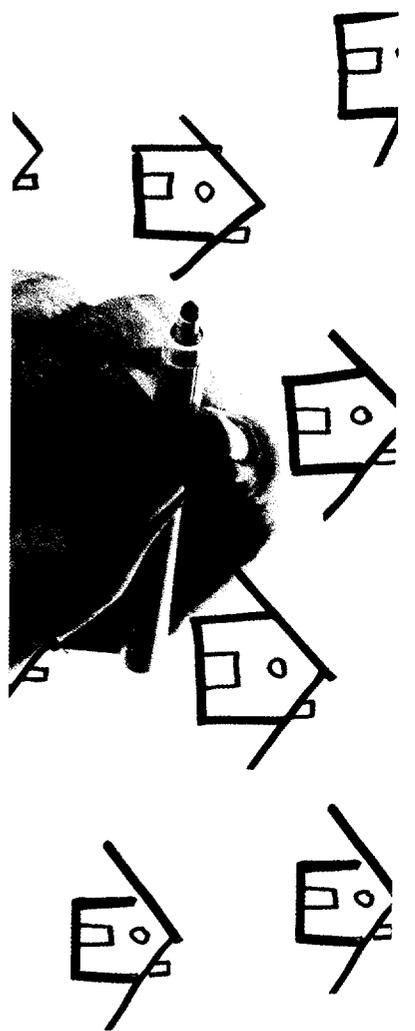
**Rebecca O'Hara**  
**Director**  
 Legislative Affairs and Communication Department  
 E-mail: [rohara@flcities.com](mailto:rohara@flcities.com)  
 All State Issues  
 Public Affairs and Communication



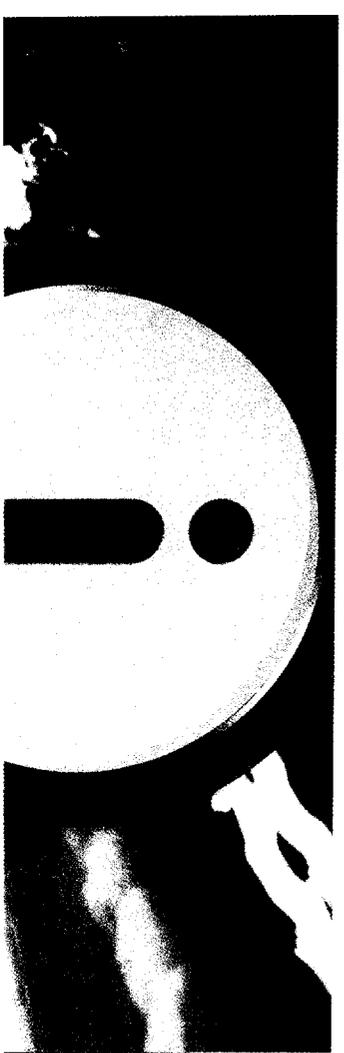
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 Policy and Political Affairs



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**Deputy General Counsel and Legislative Counsel**  
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 Finance & Taxation  
 Constitutional Issues  
 Elections  
 Employee Relations  
 Ethics  
 Insurance Premium Tax  
 Insurance  
 Retirement/Pension Issues  
 Telecommunications  
 Workers' Compensation



**Casey Cook**  
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 Property Rights  
 Impact Fees  
 Public Safety  
 Building Code/Construction  
 Transportation  
 Highway Safety  
 Rights of Way





**Scott Dudley**

**Associate Director, Legislative Affairs**

Legislative Affairs and Communication Department

E-mail: [sdudley@flicities.com](mailto:sdudley@flicities.com)

Environmental  
Energy

Hazardous Materials

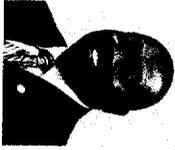
General Utilities/Fees

Solid Waste

Stormwater

Water Quality/Wastewater

Water Supply/Policy



**Kenneth Pratt**

**Legislative Advocate**

Legislative Affairs and Communication Department

E-mail: [kpratt@flicities.com](mailto:kpratt@flicities.com)

Community Redevelopment

Economic Development

Emergency Management

Eminent Domain

Homeland Security

Housing

Special Districts

Public Meetings and Public Records

Purchasing

Quasi Judicial/Public Access

Ordinance/Code Enforcement

Annexation

Charter Counties



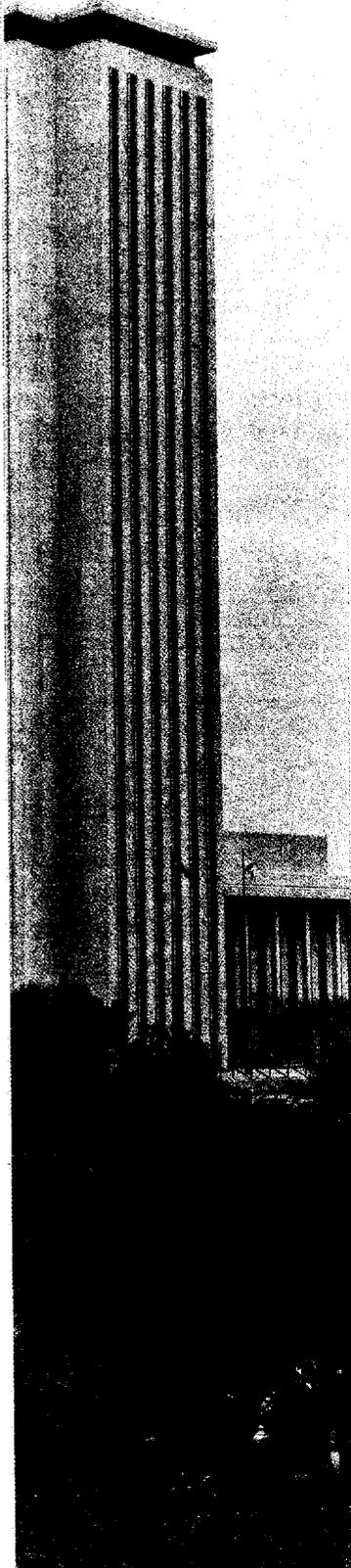
**Rose Hall**

**Administrative Assistant**

Legislative Affairs and Communication Department

E-mail: [rhall@flicities.com](mailto:rhall@flicities.com)

General Legislative Questions



**T**his brochure reflects the priorities of 410 municipalities, as prepared by the five legislative policy committees and adopted by the full membership at the Florida League of Cities 50th Annual Legislative Conference on November 19, 2010, in Orlando.

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Mayor Patricia Bates, Altamonte Springs

**Second Vice President**

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Tallahassee, FL 32302-1757

Phone: (850) 222-9684

Fax: (850) 222-3806

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RESOLUTION NO. 2011-\_\_

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA SUPPORTING PREVENTATIVE MEASURES TO FIGHT OBESITY AS SET FORTH BY FIRST LADY OF THE UNITED STATES OF AMERICA MICHELLE OBAMA IN THE LET'S MOVE CAMPAIGN; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The City of Aventura supports policies that focus on health and wellness, continuing education and healthier lifestyles in all communities; and

**WHEREAS**, many cities, counties and schools have adopted policies, programs and ordinances that promote healthy lifestyles by making their communities walkable, promoting youth and senior activities, eliminating the sale of junk food in city, county or school facilities, providing incentives for stores that sell fresh produce to locate in depressed neighborhoods and providing exercise opportunities for their residents; and

**WHEREAS**, cities and other community partners can work together to understand the relationship between obesity, land-use policies, redevelopment and community planning; and ensure that there are safe places for their residents to be active such as in parks, ball fields, pools, gyms and recreation centers; and

**WHEREAS**, access to healthy foods has a direct impact on the overall health of our community and planning for fresh food, open spaces, sidewalks and parks should be a priority; and

**WHEREAS**, the Florida League of Mayors supports the *Let's Move!* Campaign headed by the First Lady of the United States, the President's Task Force on Childhood Obesity and Secretary of Health and Human Services in an effort to solve the challenge of childhood obesity within a generation.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:**

**Section 1.** The City of Aventura supports measures to fight obesity as set forth by the First Lady of the United States of America in the *Let's Move!* Campaign.

**Section 2.** The City of Aventura supports efforts to help parents make healthy family choices, create healthy schools, provide access to healthy and affordable foods and promote physical activity.

**Section 3.** The City Manager is authorized to take all action necessary to implement the purpose of this Resolution.

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

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. This motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                  |       |
|----------------------------------|-------|
| Commissioner Zev Auerbach        | _____ |
| Commissioner Teri Holzberg       | _____ |
| Commissioner Billy Joel          | _____ |
| Commissioner Michael Stern       | _____ |
| Commissioner Luz Urbàez Weinberg | _____ |
| Vice Mayor Bob Diamond           | _____ |
| Mayor Susan Gottlieb             | _____ |

**PASSED AND ADOPTED** this 1<sup>st</sup> of February, 2011.

\_\_\_\_\_  
SUSAN GOTTLIEB, MAYOR

ATTEST:

\_\_\_\_\_  
TERESA M. SOROKA, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

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

|                         |
|-------------------------|
| <b>CITY OF AVENTURA</b> |
|-------------------------|

# Memo

**To:** Mayor and City Commission  
City of Aventura

**From:** Charter Revision Commission (the "CRC")

**Date:** December 21, 2010

**Re:** CRC Report and Recommendation on Charter Amendment

---

## I. Recommendation

Pursuant to City Charter section 7.06, and after careful review of the necessity for any revision to the City Charter, the CRC hereby respectfully recommends that an amendment of City Charter Section 2.03(c) be presented to the electors of the City for approval or rejection. The Charter amendment, if approved by the electors, would revise the limit on the total combined years of consecutive service by those persons who serve separately as both Mayor and Commissioner from eight years to twelve years of combined service. The two term limit for those persons who serve solely as Mayor or Commissioner will remain.

The specific amendment to City Charter Section 2.03(c) is shown below, by underlining for added text and by strikethrough for deleted text, as follows:

Section 2.03. Election and term of office.

- (a) *Election and term of office.* Each Commissioner and the Mayor shall be elected at-large for four year terms by the electors of the City in the manner provided in Article V of this Charter. The four-year term length which is provided for in this paragraph (a), shall be extended as necessary to accomplish the election date revision made pursuant to Charter Section 5.01 (c)(ii) of the City Charter, as applicable. Accordingly, the term of office of the Mayor and Commission Seats 2, 4, and 6 which would otherwise expire in March of 2009 shall instead expire in November 2010, and the term of office of Commission Seats 1, 3 and 5 which would otherwise expire in March of 2011, shall instead expire in November 2012.
- (b) *Residential Areas.* The City shall be divided by the William Lehman Causeway into two residence areas: the north area consisting of those portions of the City lying north of the William Lehman Causeway (the "Northern Area") and the south area

consisting of those portions of the City lying south of the William Lehman Causeway (the "Southern Area"). Collectively the Northern Area and the Southern Area are "Residential Areas"; individually, each is a "Residential Area." Two Commissioners shall reside in the Northern Area (Seats 1 and 2), two Commissioners shall reside in the Southern Area (Seats 3 and 4), and two Commissioners shall be elected without regard to residence in any particular Residential Area (Seats 5 and 6). Persons running from a particular Residential Area must be a resident of the Residential Area which s/he proposes to represent on the Commission at the time of qualifying, at the time of his/her election and must continue to reside in such Residential Area during his/her term of office. The Commissioners from Residential Areas 1, 2, 3, and 4 are collectively the "Residential Area Commissioners;" individually, each is a "Residential Area Commissioner." The Commissioners holding seats 5 and 6 are collectively the "At-Large Commissioners"; individually, each is an "At-Large Commissioner."

(c)

*Limitations on lengths of service.* No person shall serve as Mayor for more than two consecutive elected terms. No person may serve as a Commissioner ~~on the Commission~~ for more than two consecutive terms. No person may serve as a combination of Mayor and Commissioner for more than ~~eight~~ twelve consecutive years, except for the additional length of service as Mayor and/or Commissioner described in paragraph (a) above, which results from the extension of the term of office of Mayor and/or Commissioner as produced by the election date change provided by Charter Section 5.01 (c)(ii). Service shall be deemed to be consecutive unless there is an intervening four-year period during which the individual does not serve as a Commissioner or Mayor (the "Break in Service"). ~~Any person serving the maximum amount of time as Mayor must have a four year Break in Service before serving as a Commissioner. Any person serving the maximum amount of time as a Commissioner must have a four year Break in Service before serving as Mayor.~~ Any person serving the maximum amount of time as a combination of Mayor and Commissioner must have a four year Break in Service before serving as Mayor or Commissioner. This Break in Service requirement shall be applicable only prospectively and shall apply to any person who after the effective date of this Break in Service provision reaches the maximum limitation on length of service which is provided herein. No candidate may run for either the office of Mayor or Commissioner when, if elected, the person would exceed the limitations on service set forth in this paragraph by any length of time taking into account the full regular term for the office sought.

Our recommendation includes the placement of a legislative history footnote at the proposed 12 year provision of the above text, which references this memorandum by stating , that:

“The Charter Revision Commission Report of December 21, 2010, provides examples of the application of this 12 year limit, which shall serve as an aide to the construction of the amendment .”

## **II. Discussion**

The CRC has directed inclusion herein of the following examples of the application of this amended twelve year combined service limit. The twelve year combined service limit would enable a person to be elected to serve on the City Commission, as follows:

1. A person may consecutively serve eight years (two terms) as Commissioner , followed by four years (one term) as Mayor;
2. A person may serve eight years (two terms) as Mayor, followed by four years (one term) as Commissioner;
3. A person may serve four years (one term) as Commissioner, followed by eight years (two terms) as Mayor;
4. A person may serve four years (one term) as Mayor, followed by eight years (two terms) as Commissioner;
5. A person may serve four years ( one term) as Commissioner, followed by four years ( one term ) as Mayor, followed by four years ( one term) as Commissioner;
6. A person may serve four years ( one term ) as Mayor, followed by four years ( one term) as Commissioner, followed by four years ( one term) as Mayor;
7. A further example, concerning the situation of where a Commissioner completes his or her 8 years of service, at a time that does not coincide with the expiration of the Mayor's term, is appropriate. An illustrative example under that scenario is that a Commissioner whose second term of office expires in November 2012 (at a time when the Mayor's term does not expire until 2014), may wait out two years ( while not serving as Commissioner or Mayor) and then seek election as Mayor in 2014, and would be eligible to serve as Mayor for a single term of four years ( 8 + 4=12 years, combined service) . Of course, a person may always wait out for a period of four years under the Break in Service provision of Charter Section 2.03 (c) and be eligible for a new combined consecutive service total of 12 years thereafter.

The above list of examples may not be exhaustive of all possibilities, but shall serve to illustrate the intent and application of the Charter amendment, if approved by the electors.

## **III. Conclusion**

The CRC respectfully requests that the City Commission consider this report at the February, 2011 City Commission meeting. We recognize that the Commission will, as required

by City Charter Section 7.06, place this proposed Charter amendment before the City electors at an election which takes place no sooner than 60 days and no later than 150 days after the date of this report.

All members were honored to have had the opportunity to be of service to the City.

K:\DOCS\0328\001\31L3443.DOC

RESOLUTION NO. 2011-\_\_\_\_\_

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE CITY CHARTER AS PROVIDED BY THE CHARTER REVISION COMMISSION, IN ACCORDANCE WITH SECTION 7.06 OF THE CITY CHARTER; CONSISTING OF PROPOSED CHARTER AMENDMENTS CONCERNING PARAGRAPH (C) "LIMITATIONS ON LENGTHS OF SERVICE" OF SECTION 2.03 "ELECTION AND TERM OF OFFICE" OF THE CITY CHARTER ; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; CALLING A SPECIAL ELECTION ON THE PROPOSED AMENDMENTS TO THE CITY CHARTER TO BE HELD ON TUESDAY, THE 12<sup>TH</sup> DAY OF APRIL, 2011; PROVIDING NOTICE OF ELECTION; PROVIDING FOR MAIL BALLOT ELECTION; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Section 7.06 of the City Charter, the Charter Revision Commission has determined that certain revisions are needed to the City Charter and has by report of December 21, 2010 submitted the proposed amendment of the City Charter (the "Charter Amendments") to the City Commission; and

WHEREAS, pursuant to Section 7.06 of the City Charter, the City Commission is required to submit the Charter Amendments to the electors of the City for approval or rejection.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Charter Amendments.** That pursuant to Section 7.06 of the City Charter and Section 6.03 of the Miami-Dade County Charter, the City Charter of the City of Aventura, Florida, is hereby amended by amending the City Charter Section described below in Part A , to read as follows:<sup>1</sup>

**Part A.** That paragraph (c) “ Limitations on lengths of service” of Section 2.03 “ Election and term of office” of the City Charter, is amended by revising paragraph (c) of said section , to read as follows:

Section 2.03. Election and term of office.

(a)

*Election and term of office.* Each Commissioner and the Mayor shall be elected at-large for four year terms by the electors of the City in the manner provided in Article V of this Charter. The four-year term length which is provided for in this paragraph (a), shall be extended as necessary to accomplish the election date revision made pursuant to Charter Section 5.01 (c)(ii) of the City Charter, as applicable. Accordingly, the term of office of the Mayor and Commission Seats 2, 4, and 6 which would otherwise expire in March of 2009 shall instead expire in November 2010, and the term of office of Commission Seats 1, 3 and 5 which would otherwise expire in March of 2011, shall instead expire in November 2012.

(b)

*Residential Areas.* The City shall be divided by the William Lehman Causeway into two residence areas: the north area consisting of those portions of the City lying north of the William Lehman Causeway (the "Northern Area") and the south area consisting of those portions of the City lying south of the William Lehman Causeway (the "Southern Area"). Collectively the Northern Area and the Southern Area are "Residential Areas"; individually, each is a "Residential Area." Two Commissioners shall reside in the Northern Area (Seats 1 and 2), two Commissioners shall reside in the Southern Area (Seats 3 and 4), and two Commissioners shall be elected without regard to residence in any particular Residential Area (Seats 5 and 6). Persons running from a particular Residential Area must be a resident of the Residential Area which s/he proposes to represent on the Commission at the time of qualifying, at the

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<sup>1</sup> / Proposed additions to existing City Charter text are indicated by underline; proposed deletions from existing City Charter text are indicated by ~~strikethrough~~.

time of his/her election and must continue to reside in such Residential Area during his/her term of office. The Commissioners from Residential Areas 1, 2, 3, and 4 are collectively the "Residential Area Commissioners;" individually, each is a "Residential Area Commissioner." The Commissioners holding seats 5 and 6 are collectively the "At-Large Commissioners"; individually, each is an "At-Large Commissioner."

(c)

*Limitations on lengths of service.* No person shall serve as Mayor for more than two consecutive elected terms. No person may serve as a Commissioner ~~on the Commission~~ for more than two consecutive terms. No person may serve as a combination of Mayor and Commissioner for more than ~~eight~~ twelve consecutive years<sup>2</sup>, except for the additional length of service as Mayor and/or Commissioner described in paragraph (a) above, which results from the extension of the term of office of Mayor and/or Commissioner as produced by the election date change provided by Charter Section 5.01 (c)(ii). Service shall be deemed to be consecutive unless there is an intervening four-year period during which the individual does not serve as a Commissioner or Mayor (the "Break in Service"). ~~Any person serving the maximum amount of time as Mayor must have a four year Break in Service before serving as a Commissioner. Any person serving the maximum amount of time as a Commissioner must have a four year Break in Service before serving as Mayor.~~ Any person serving the maximum amount of time as a combination of Mayor and Commissioner must have a four year Break in Service before serving as Mayor or Commissioner. This Break in Service requirement shall be applicable only prospectively and shall apply to any person who after the effective date of this Break in Service provision reaches the maximum limitation on length of service which is provided herein. No candidate may run for either the office of Mayor or Commissioner when, if elected, the person would exceed the limitations on service set forth in this paragraph by any length of time taking into account the full regular term for the office sought.

**Section 3. Election Called.** That a special election is hereby called, to be held on Tuesday, the 12<sup>th</sup> day of April, 2011, to present to the qualified electors of the City of Aventura, the ballot question provided in Section 4 of this Resolution.

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<sup>2</sup> The Charter Revision Commission Report of December 21, 2010, provides examples of the application of this 12 year limit, which shall serve as an aide to the construction of the amendment.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendments provided for in Section 2 of this Resolution shall be substantially as follows:

**CITY OF AVENTURA CHARTER AMENDMENTS**

**REVISED LIMIT ON TOTAL COMBINED YEARS OF SERVICE  
AS MAYOR AND COMMISSIONER**

The City Charter currently allows a person to serve up to 8 consecutive years as Mayor and Commissioner, regardless of whether that person serves as Mayor or Commissioner or serves separately in both capacities. It is proposed that the City Charter be amended to allow a person to serve a combined total of 12 consecutive years, for any person who serves as both Mayor and Commissioner .

Shall the above- described Charter amendment be adopted?

YES ( )

NO ( )

**Section 5. Balloting.** That mail ballots, as prescribed by Section 101.6101-101.6107, Florida Statutes, shall be used in this special election. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the Miami-Dade County Supervisor of Elections until March 14, 2011, at which date the registration books shall

close in accordance with the provisions of the general election laws. The Miami-Dade County Supervisor of Elections is hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution. This special election shall be canvassed by the County Canvassing Board unless otherwise provided by law.

**Section 6. Notice of Special Election.** That notice of said special election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, March 6, 2011), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, March 20, 2011), and shall be in substantially the following form:

"NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA (THE "CITY") A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE CITY ON TUESDAY, THE 12<sup>TH</sup> DAY OF APRIL, 2011, BY MAIL BALLOT, AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY.

**CITY OF AVENTURA CHARTER AMENDMENTS**

REVISED LIMIT ON TOTAL COMBINED YEARS OF SERVICE AS  
MAYOR AND COMMISSIONER

The City Charter currently allows a person to serve up to 8 consecutive years as Mayor and Commissioner, regardless of whether that person serves as Mayor or Commissioner or serves separately in both capacities. It is proposed that the City Charter be amended to allow a person to serve a combined total of 12 consecutive years, for any person who serves as both Mayor and Commissioner.

Shall the above- described Charter amendment be adopted?

YES ( )

NO ( )

The full text of the proposed City Charter Amendment is available at the office of the City Clerk located at 19200 West Country Club Drive, Aventura, Florida 33180.

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**City Clerk”**

**Section 7. Copies.** That copies of this Resolution proposing the Charter Amendments are on file at the offices of the City Clerk located at 19200 West Country Club Drive, Aventura, Florida 33180, and are available for public inspection during regular business hours.

**Section 8. Effectiveness.** That the Charter Amendments provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the specific Charter Amendment vote for its adoption, and it shall be considered adopted and effective upon certification of the election results. Following adoption of the Charter Amendments, the City Clerk shall file the adopted Charter Amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9. Inclusion In The Charter.** That subject to the requirements of Section 8 above, it is the intention of the City Commission and it is hereby provided that the Charter Amendments shall become and be made a part of the Charter of the City of Aventura ; and that footnote 2 of Section 2 shall be codified as an explanatory guide to the construction of the amendment of Charter section 2.03 (c); and that the Sections of this Resolution may be renumbered or relettered to accomplish such intention.

**Section 10. Effective Date of Resolution.** That this Resolution shall become effective immediately upon adoption hereof.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                  |       |
|----------------------------------|-------|
| Commissioner Zev Auerbach        | _____ |
| Commissioner Teri Holzberg       | _____ |
| Commissioner Billy Joel          | _____ |
| Commissioner Michael Stern       | _____ |
| Commissioner Luz Urbàez Weinberg | _____ |
| Vice Mayor Bob Diamond           | _____ |
| Mayor Susan Gottlieb             | _____ |

**PASSED AND ADOPTED** this 1<sup>st</sup> day of February, 2011.

\_\_\_\_\_  
Susan Gottlieb, Mayor

Attest:

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

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
City Attorney

**CITY OF AVENTURA**  
**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager 

DATE: January 20, 2011

SUBJECT: **Disbursement of Police Forfeiture Funds**

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**February 1, 2011 City Commission Meeting Agenda Item 5-K**

**RECOMMENDATION**

It is recommended that the City Commission adopt the following Motion to expend funds from the Police Forfeiture Fund:

"Motion authorizing the appropriation of up to \$6,000 for the LEO Foundation from the Police Forfeiture Fund in accordance with the City Manager's memorandum".

If you have any questions, please feel free to contact me.

EMS/act

Attachment

CCO1721-11

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**CITY OF AVENTURA**  
**POLICE DEPARTMENT**  
**INTER OFFICE MEMORANDUM**

**TO:** Eric M. Soroka, City Manager  
**FROM:** ~~Eric M. Soroka, City Manager~~  
Steven Steinberg, Chief of Police  
**DATE:** 18 January 2011  
**SUBJECT:** Use of Forfeiture Funds

---

Florida State Statute 932.704 requires that money resulting from forfeitures be maintained in a special law enforcement trust fund, and that the funds be expended only upon request of the Chief of Police to the governing body of the municipality and approval of the governing body.

I am requesting City Commission approval for the expenditure of:

|                                   |                |
|-----------------------------------|----------------|
| LEO Foundation                    | \$6,000        |
| <b>Total Expenditure Request:</b> | <b>\$6,000</b> |

I certify that this requested expenditure complies with Florida State Statute 932.704 in that:

1. Funds will be used for an appropriate law enforcement purpose.
2. Funds are not being used as a normal source of revenue for the Police Department.
3. Funds were not considered in the adoption and approval of the budget of the Police Department.

**CITY OF AVENTURA**

**COMMUNITY DEVELOPMENT DEPARTMENT**

**MEMORANDUM**

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM  
City Manager

BY: Joanne Carr, AICP  
Community Development Director

DATE: January 10, 2011

SUBJECT: Request of Target Corporation for Conditional Use Approval to establish beer and wine package sales within its existing department store at 21265 Biscayne Boulevard, Aventura, notwithstanding the spacing and distance requirements for the sale and service of alcoholic beverages pursuant to Section 4-2(a) and (b) of the City Code (02-CU-11)

---

**February 1, 2011 City Commission Meeting Agenda Item 6**

**RECOMMENDATION**

It is recommended that the City Commission approve the conditional use application to establish beer and wine package sales within the Target department store as a grocery item at 21265 Biscayne Boulevard, Aventura, subject to the following conditions:

1. This approval shall be granted exclusively to the Target store at 21265 Biscayne Boulevard, City of Aventura.
2. The use shall be established within twelve (12) months of the date of the approved resolution, or the approval granted herein shall expire, unless extended by motion of the City Commission at the written request of the applicant.
3. The sale of wine and beer shall be established in conjunction with the grocery section of the department store. This conditional use approval shall terminate in the event the grocery section of the department store use is removed.
4. The applicant shall obtain a 2 APS Series State of Florida license which allows package sales of beer and wine in sealed containers for consumption off-premises only and the applicant shall not provide for the sale of beer and wine for on-premises consumption.

5. The sale of alcoholic beverages shall be terminated in the event that the City Commission determines, after a public hearing, that the operation has created and/or may tend to create a disturbance to the community. A public hearing shall be set if the City Manager finds probable cause to believe that a disturbance has been created, based upon complaints received or the City Manager's observation.
6. The applicant shall comply with the hours of operation allowed to establishments for package sales pursuant to Section 4-3 of the City Code, namely, between 8:00 a.m. and 10:00 p.m., except that the sale of beer that may be made in sealed containers for off-premises consumption during such hours as the store is legally open for the sale of other grocery items.

**THE REQUEST**

The applicant, Target Corporation is requesting Conditional Use approval to sell beer and wine in its existing department store at 21265 Biscayne Boulevard, notwithstanding the spacing and distance requirements for the sale and service of alcoholic beverages of Section 4-2 (a) and (b) of the City Code. (See Exhibit #1 for Letter of Intent)

**BACKGROUND**

|                            |  |
|----------------------------|--|
| <b>OWNER OF PROPERTY</b>   | Target Corporation   |
| <b>APPLICANT</b>           | Patricia A. Johnson on behalf of Target Corporation  |
| <b>ADDRESS OF PROPERTY</b> | 21265 Biscayne Boulevard, City of Aventura<br>(See Exhibit #2 for Location Map)  |
| <b>SIZE OF PROPERTY:</b>   | Approximately 11.13 acres  |
| <b>LEGAL DESCRIPTION</b>   | Tract B of Aventura Commons, according to the Plat thereof as Recorded in Plat Book 151, Page 58 of the Public Records of Miami-Dade County, Florida |
| <b>Zoning –</b>            |  |
| Subject Property:          | B2 Community Business District   |
| Properties to the North:   | B2 Community Business District   |
| Properties to the South:   | B2 Community Business District   |
| Properties to the East:    | RS2 Residential Single Family District   |
| Properties to the West:    | B2 Community Business District and<br>MO Medical Office District   |
| <b>Existing Land Use –</b> |  |
| Subject property:          | Commercial   |
| Properties to the North:   | Vacant   |

Properties to the South: Commercial  
Properties to the East: Residential Single Family  
Properties to the West: Vacant, Storage Facilities

**Future Land Use** - According to the City of Aventura Comprehensive Plan, the following properties are designated as follows:

Subject property: Business and Office  
Property to the North: Business and Office  
Property to the South: Business and Office  
Property to the East: Medium-High Density Residential  
Property to the West: Business and Office

**The Site** - The subject site is the Aventura Commons retail plaza containing this Target department and grocery store, Best Buy, Whole Foods Market, Cellars Wine & Spirits, Original House of Pancakes, Boston Market and other stores. The plaza is located on the east side of Biscayne Boulevard and the south side of NE 213 Street.

**The Project** - Target Corporation is an existing tenant in this retail plaza built in 1998. The size of the store is approximately 117,721 square feet in total which includes approximately 5,500 square feet of a grocery food section. The proposed beer and wine sales section will be less than 100 square feet in the food section. No expansion of the store is proposed for the sale of beer and wine. A floor layout plan is attached as Exhibit #3 showing the area in which the beer and wine will be displayed for sale.

Section 4-2 (a) and (b) of the City Code establishes certain spacing and location requirements applicable to businesses selling alcoholic beverages. The Code provides that no premises shall be used for the sale and service of alcoholic beverages to be consumed on or off premises unless it is located at least 1,500 feet from a place of business having an existing liquor license (and not one of the uses excepted from the spacing requirements) and 2,500 feet from a religious facility or school. It allows certain exceptions detailed in Section 4-2(e) of the City Code and noted below in the analysis of this request. The applicant does not meet either the spacing requirements or the exception conditions and therefore requires conditional use approval.

The Aventura Police Department has confirmed that it has no crime prevention concerns with this proposed use.

## **ANALYSIS**

**Consistency with Comprehensive Master Plan** – The request is consistent with the City of Aventura Comprehensive Plan. This store is located within property with a Business and Office land use designation which permits commercial uses.

**Citizen Comments** - The Community Development Department has received no written citizen comments as of the date of writing of this report.

**Community Development Department Analysis** - The applicant is requesting conditional use approval for the sale of beer and wine from an existing department store. Chapter 4 of the City Code, regulating the sale of alcoholic beverages, requires certain spacing and distance requirements from religious facilities and schools and from other establishments selling alcoholic beverages.

Section 4-2 (a) and (b) of the City Code prohibits the sale of any alcoholic beverages, to be consumed on or off the premises, where the structure or place of business intended for such use is located less than 1,500 feet from another place of business having an established alcoholic beverage use (and not one of the uses excepted from the spacing requirement), or where the place of business is located less than 2,500 feet from a religious facility or school. The liquor survey submitted by the applicant shows the following:

- Aventura Chabad, 21001 Biscayne Boulevard 598 feet
- Aventura Turnberry Jewish Center, NE 203 St & NE 30 Ave 2,057 feet
- Aventura Waterways K-8 Center, 21101 NE 26 Avenue 2,295 feet
- Cellars Wine & Spirits Warehouse, 21055 Biscayne Boulevard 353 feet
- Winn Dixie Liquor Store, 20355 Biscayne Boulevard 2,740 feet

(See Exhibit #4 for Liquor Survey)

Section 4-2 (e) of the City Code provides for certain exceptions to these spacing and distance requirements. An establishment selling alcoholic beverages is exempt from the 1,500-foot and 2,500-foot spacing distances if it falls within one of the following categories:

1. *A private club conforming to the requirements of a private club as stated in the State Beverage Law.*

The proposal does not meet this definition for exemption.

2. *Restaurants in the B2 zoning district which serve cooked, fully course meals daily prepared on the premises and which provides alcoholic beverages service only to persons seated at tables.*

The proposal does not meet this definition for exemption.

3. *Cocktail lounges in restaurants where the restaurant seats 200 or more patrons at tables or counts and occupies more than 4000 square feet of floor space.*

The proposal does not meet this definition for exemption.

4. *Beer and wine for off-premises consumption as a grocery item, from grocery stores and meat markets.*

The Target store is primarily a department store that sells grocery items along with others, therefore, it does not fall into this exemption category.

5. *Bowling alleys with restaurants, hotels and motels with at least 100 guest rooms, golf course clubhouses and refreshment stands, tour boats, tennis clubs and indoor racquetball clubs, and not-for-profit theatres with live performances and 100 seats.*

The proposal does not meet any of these definitions for exemption.

### **Criteria**

According to Section 31-73(c) of the City's Land Development Regulations, a Conditional Use request is evaluated using the following criteria:

1. *The proposed use shall be consistent with the Comprehensive Plan.*

The request is consistent with the Comprehensive Plan. The establishment is to be located on a parcel with business and office land use designation which permits commercial uses. The existing tenant space will not be altered or expanded to accommodate the addition of beer and wine sales; therefore, the levels of service standards set out in the Comprehensive Plan will not be reduced.

2. *The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety or general welfare.*

The request for sales of wine and beer within the existing store will not be detrimental to or endanger the public health, safety or general welfare. The applicant advises that Target Team members take part in a required in-house training program that focuses upon appropriate age of sale, prohibited sales to underage and intoxicated people and the need to request identification. State and local restrictions are included in the training. Manager and cashier employees must pass a training examination with an 80% score or greater before being able to run a register that would include liquor sales. Additionally, their Point of Sales (POS) registers are programmed to prompt for purchaser's age for every alcohol transaction and to recognize and not allow liquor sales during restricted selling periods.

3. *The proposed use shall be consistent with the community character of the immediate neighborhood of the proposed use.*

The request for wine and beer sales within the existing store is consistent with the business community character of the immediate neighborhood. The store is located in a large retail plaza and adjacent to other retail stores.

4. *Utilities, roadway capacity, drainage and other necessary public facilities, including police, fire and emergency services shall exist at the City's adopted levels of service*

*or will be available concurrent with demand as provided for in the requirement of these LDR's.*

Utilities, roadway capacity, drainage and other necessary public facilities, including police, fire and emergency services exist at the City's adopted levels of service or will be available concurrent with demand as provided for in the Land Development Regulations. The proposal to add wine and beer products to an existing store, with no alteration or expansion of the store will not affect the adopted levels of service.

5. *Adequate measures exist or shall be taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets.*

The store is accessed by way of existing entrances and exits to Biscayne Boulevard, NE 213 Street and NE 30 Avenue. The proposed use will not affect existing ingress and egress.

6. *The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district.*

The establishment of beer and wine sales on 100 square feet of an existing 117,721 square foot department store will not impede the development of surrounding properties for uses permitted in the zoning district.

7. *The design of the proposed use shall minimize adverse affects, including visual impacts of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria.*

The sale of wine and beer is proposed within the existing tenant space, with no expansion of the space. The existing store will not be altered or expanded. Therefore, there will be no visual impact of the proposed use on adjacent property.



November 19, 2010

RECEIVED

NOV 24 2010

COMMUNITY DEVELOPMENT

City of Aventura  
Community Development Department  
19200 W Country Club Drive  
Aventura, FL 33180

**Exhibit 1**  
**01-CU-10**

**RE: Target Corporation application for Conditional Use Approval**

To Whom It May Concern:

Target Corporation respectfully requests consideration for a Conditional Use Approval for Beer and Wine Package Sales (ZAPS) for the Target store located at 21265 Biscayne Boulevard.

Target is a general merchandise retailer operating 1,752 traditional upscale discount stores (including the Aventura store) and 251 SuperTarget stores featuring a grocery assortment in addition to the traditional general merchandise offering. In order to better meet the needs of our guests and to give them the added convenience of one-stop shopping at Target, we now feature beer, wine and/or spirits in nearly 1,091 stores nationwide. Encouraged by these successes and the favorable demographics in the Aventura market, we would like to offer beer and wine in the Aventura store. The Aventura store has been open for business and established in the community since 1998.

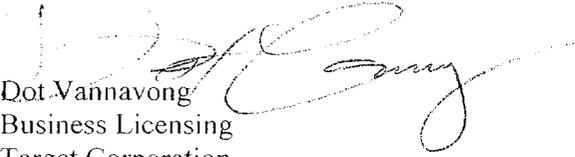
We are aware of community concerns in relation to sales of alcohol and want to stress that each Target store that carries alcohol will adhere to both State and local ordinance requirements. Also, this offering is ancillary to our primary business, typically representing less than 100 square feet in the market/food section of our store which includes about 5,500 square feet. The size of our Aventura general merchandise store is approximately 117,721 square feet in total.

Target takes the responsibility that comes with liquor sales very seriously. Team members take part in a required in-house training program that focuses upon appropriate age of sale, prohibited sales to underage and intoxicated people and the need to request identification. State and local restrictions are included in the training. Manager and cashier employees must pass a training examination with an 80% score or greater before being able to run a register that would include liquor sales. Additionally, our Point of Sales (POS) registers are programmed to prompt for the purchaser's age for every alcohol transaction and to recognize and not allow liquor sales during restricted selling periods.

Currently, our store hours are 8AM to 11PM, Monday through Saturday and 8AM to 10PM Sunday. We have expanded hours from the day after Thanksgiving to New Year's Day as well. We will comply with the selling requirements of the City and have the ability to restrict alcohol sales at each POS terminal to accomplish this.

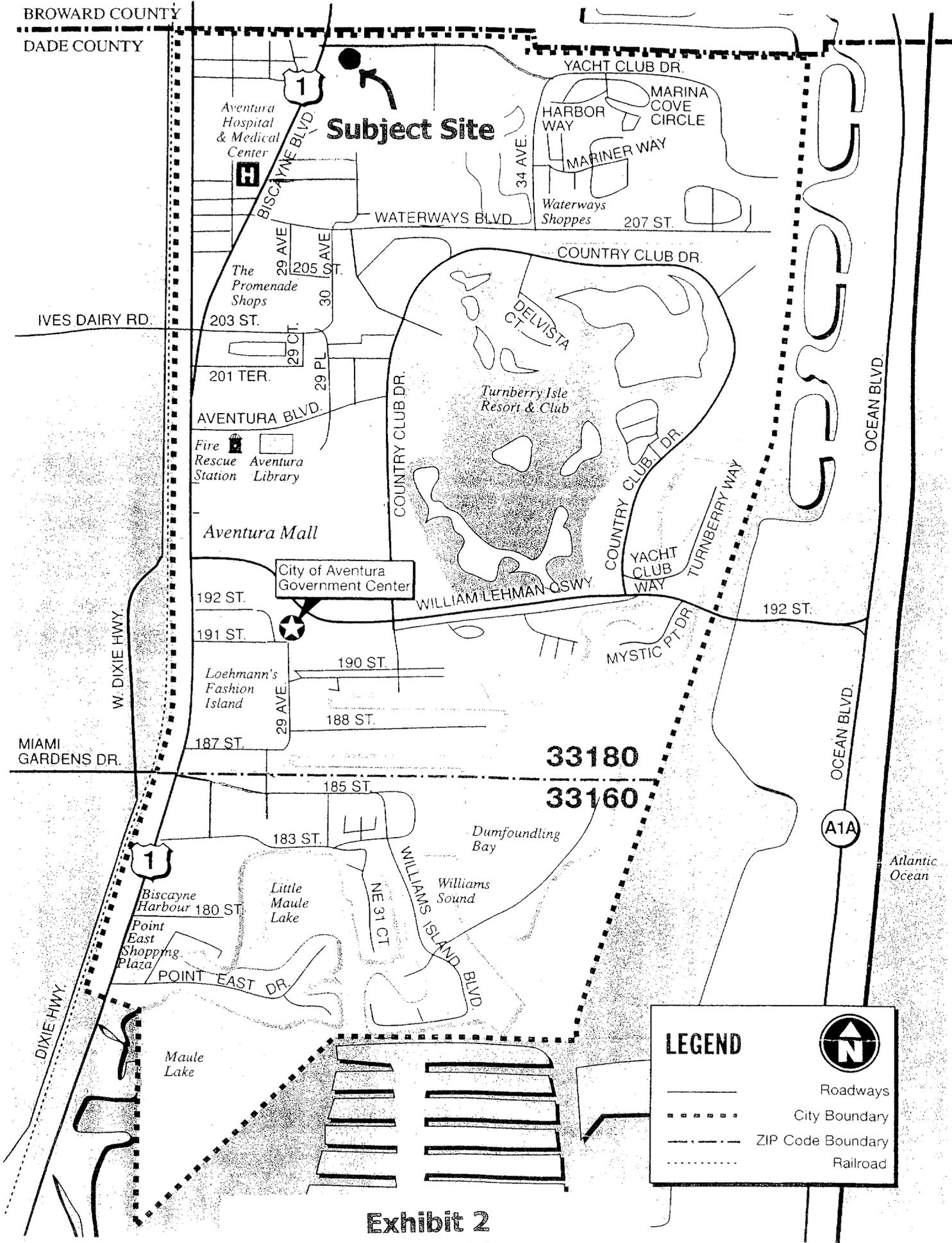
If you have questions, please feel free to contact me at 612-761-1913. I appreciate your review of this request and look forward to hearing from you soon.

Sincerely,



Dot Vannavong  
Business Licensing  
Target Corporation  
1000 Nicollet Mall TPN-0910  
Minneapolis, MN 55403

BROWARD COUNTY  
DADE COUNTY



**Exhibit 2**  
**01-CU-10**





APPLICANT REPRESENTATIVE AFFIDAVIT

Pursuant to Section 31-71(b)(2)(i) of the City of Aventura Land Development Code, this Applicant Representative Affidavit is hereby made and submitted. The undersigned authorized representative of the individual or entity applying for the Development Permit, which is identified in the accompanying application, and the owner of the property subject to the application (if different) hereby lists and identifies all persons representing the individual or entity applying for the Development Permit in connection with the application, as follows:

Table with 2 columns: Name, Relationship. Rows include Lacey McFadden (Executive Team Leader - GE), Ryan Thomas (Engineer), and John Pulice (Surveyor).

(Attach Additional Sheets If Necessary)

NOTICE: ANY STATEMENT OR REPRESENTATION MADE BY ANY PERSON LISTED ON THE APPLICANT REPRESENTATIVE AFFIDAVIT SHALL BE BINDING UPON THE INDIVIDUAL OR ENTITY APPLYING FOR THE DEVELOPMENT PERMIT AND THE OWNER OF THE SUBJECT PROPERTY. APPLICANTS AND AFFIANTS ARE ADVISED TO TIMELY SUPPLEMENT THIS AFFIDAVIT PURSUANT TO SEC. 31-71(B)(2)(IV) OF THE CITY'S LAND DEVELOPMENT REGULATIONS IN THE CITY CODE, IN THE EVENT THAT PRIOR TO CONSIDERATION OF THE APPLICATION BY THE CITY BOARD OR COMMISSION, THE INFORMATION PROVIDED IN THE AFFIDAVIT BECOMES INCORRECT OR INCOMPLETE.

WITNESS MY HAND THIS 19 DAY OF January 2011.

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: (Signature)
Name: (Print)
Title:
Address:

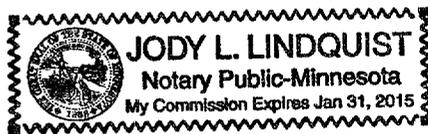
OWNER
By: (Signature)
Name: Patricia A Johnson
Title: Vice President Tax
Address: 1000 Nicollet Mall, TPN-0910
Minneapolis, MN 55403

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared Patricia A Johnson as the authorized representative of the Applicant and/or the owner of the property subject to the application, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME this 19 day of January 2011.

(Signature)
AFFIANT



(Signature)
Notary Public State of Florida - All Large
Printed Name of Notary Jody Lindquist
My commission expires: 1-31-2015



# BUSINESS RELATIONSHIP AFFIDAVIT\*

This Affidavit is made pursuant to Section 31-71(b)(2)(ii) of the City of Aventura Land Development Code. The undersigned Affiant hereby discloses that: (mark with "x" applicable portions only)

- 1. Affiant does not have a Business Relationship with any member of the City Commission or any City Advisory Board to which the application will be presented.
- 2. Affiant hereby discloses that it does have a Business Relationship with a member of the City Commission or a City Advisory Board to which the application will be presented, as follows:

\_\_\_\_\_ (List name of Commissioner or Advisory Board Member) who serves on the  
 \_\_\_\_\_ (List City Commission or City Advisory Board upon which member serves).

The nature of the Business Relationship is as follows:

- i. Member of City Commission or Board holds an ownership interest in excess of 1% of total assets or capital stock of Applicant or Representative;
- ii. Member of City Commission or Board is a partner, co-shareholder (as to shares of a corporation which are not listed on any national or regional stock exchange) or joint venturer with the Applicant or Representative in any business venture;
- iii. The Applicant or Representative is a Client of a member of the City Commission or Board or a Client of another professional working from the same office or for the same employer as the member of the City Commission or Board;
- iv. A City Commissioner or Board member is a Client of the Applicant or Representative;
- v. The Applicant or Representative is a Customer of the member of the City Commission or Board (or of his or her employer) and transacts more than \$10,000.00 of the business of the member of the City Commission or Board (or his or her employer) in a given calendar year;
- vi. The member of the City Commission or Board is a Customer of the Applicant or Representative and transacts more than \$25,000.00 of the business of the Applicant or Representative in a given calendar year.

WITNESS MY HAND THIS 10 DAY OF January, 2011

APPLICANT:

By: Patricia A Johnson (Signature)  
 Name: Patricia A Johnson (Print)  
 Title: Vice President Tax (Print)

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

PROPERTY OWNER:

By: \_\_\_\_\_ (Signature)  
 Name: \_\_\_\_\_ (Print)  
 Title: \_\_\_\_\_ (Print)

\*The terms "Business Relationship," "Client," "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2-395 of the Aventura City Code.

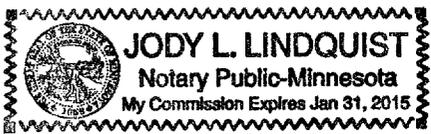
NOTARIZATION PROVISION

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Patricia A Johnson the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

*Patricia A Johnson*  
AFFIANT

SWORN TO AND SUBSCRIBED before me this 11 day of January, 2011



*Jody Lindquist*  
Notary Public State of Florida At Large  
*Jody Lindquist*  
Printed Name of Notary  
My commission expires 1-31-2015

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared \_\_\_\_\_ the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public State of Florida At Large  
Printed Name of Notary  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared \_\_\_\_\_ the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public State of Florida At Large  
Printed Name of Notary  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared \_\_\_\_\_ the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public State of Florida At Large  
Printed Name of Notary  
My commission expires: \_\_\_\_\_

TARGET CORPORATION  
CERTIFICATE OF DELEGATION

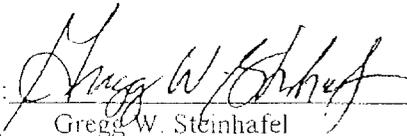
I, Gregg W. Steinhafel, Chief Executive Officer of Target Corporation, a Minnesota corporation, being authorized and empowered to do so pursuant to Section 6.01 of the By-Laws of the Corporation, do hereby delegate to **PATRICIA A. JOHNSON**, as an Authorized Signatory of Target Corporation (hereinafter referred to as the "Corporation), effective as of the date of execution hereon, the authority to fully bind the Corporation, and to make, execute, deliver and attest on behalf of the Corporation any and all contracts, agreements and other documents made by or entered into on behalf of the Corporation, including, but not limited to, licenses, permits and applications for same, income tax, personal property tax, real property tax, and sales and use tax returns, reports, affidavits, statements and appeals required or necessary to be filed by the Corporation in any jurisdiction, United States domestic or foreign, with any agency or authority, including federal, state, county, city or any subdivision thereof, and to take such other action as she deems necessary, advisable or convenient to execute and deliver such contracts, agreements or other instruments on behalf of the Corporation and perform any and all other acts necessary or incidental to the performance and execution of the powers herein expressly granted.

The Authorized Signatory may delegate her authority and power to such other person or persons as she may designate in writing.

A certificate of the Secretary or Assistant Secretary of the Corporation shall constitute all the evidence necessary to indicate and substantiate the due authority of said Authorized Signatory to perform the tasks contemplated by this action. The authority granted hereby shall continue in full force and effect until revoked or canceled either by action of the Corporation or the undersigned, or immediately upon cessation of the Authorized Signatory's employment by the Corporation.

Dated effective as of the 15<sup>th</sup> day of September, 2008.

TARGET CORPORATION  
(A Minnesota Corporation)

By:   
Gregg W. Steinhafel  
Chief Executive Officer





# BUSINESS RELATIONSHIP AFFIDAVIT\*

This Affidavit is made pursuant to Section 31-71(b)(2)(ii) of the City of Aventura Land Development Code. The undersigned Affiant hereby discloses that: (mark with "x" applicable portions only)

- 1. Affiant does not have a Business Relationship with any member of the City Commission or any City Advisory Board to which the application will be presented.
- 2. Affiant hereby discloses that it does have a Business Relationship with a member of the City Commission or a City Advisory Board to which the application will be presented, as follows:

\_\_\_\_\_ (List name of Commissioner or Advisory Board Member) who serves on the \_\_\_\_\_ (List City Commission or City Advisory Board upon which member serves).

The nature of the Business Relationship is as follows:

- i. Member of City Commission or Board holds an ownership interest in excess of 1% of total assets or capital stock of Applicant or Representative;
- ii. Member of City Commission or Board is a partner, co-shareholder (as to shares of a corporation which are not listed on any national or regional stock exchange) or joint venturer with the Applicant or Representative in any business venture;
- iii. The Applicant or Representative is a Client of a member of the City Commission or Board or a Client of another professional working from the same office or for the same employer as the member of the City Commission or Board;
- iv. A City Commissioner or Board member is a Client of the Applicant or Representative;
- v. The Applicant or Representative is a Customer of the member of the City Commission or Board (or of his or her employer) and transacts more than \$10,000.00 of the business of the member of the City Commission or Board (or his or her employer) in a given calendar year;
- vi. The member of the City Commission or Board is a Customer of the Applicant or Representative and transacts more than \$25,000.00 of the business of the Applicant or Representative in a given calendar year.

WITNESS MY HAND THIS 17 DAY OF January 2011

APPLICANT:

By: Lucky McFadden (Signature)  
 Name: Lucky McFadden (Print)  
 Title: ETL-GE (Print)

WITNESS MY HAND THIS 17 DAY OF January 2011

PROPERTY OWNER

By: [Signature] (Signature)  
 Name: BRIAN MORI (Print)  
 Title: STORE TEAM LEADER (Print)

\*The terms "Business Relationship," "Client," "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2-395 of the Aventura City Code.

WITNESS MY HAND THIS 17 DAY OF January, 2011.

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: Lacey McFadden (Signature)

Name: Lacey McFadden (Print)

Title: ETL - GE (Print)

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)

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By: \_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

NOTE: 1) Use duplicate sheets if disclosure information for Representative varies

2) Applicants and Affiants are advised to timely supplement this Affidavit pursuant to Sec. 31-71(b)(2)(iv) of the City's Land Development Regulations in the City Code, in the event that prior to consideration of the application by the City Board or Commission, the information provided in the Affidavit becomes incorrect or incomplete.

**NOTARIZATION PROVISION**

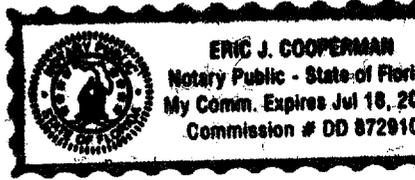
STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Lacey McFadden the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this 18<sup>th</sup> day of January, 2008

*Lacey McFadden*  
AFFIANT

*Eric J. Cooperman*  
Notary Public State of Florida At Large  
Printed Name of Notary  
My commission expires: 7-18-13



STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared \_\_\_\_\_ the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
AFFIANT  
  
\_\_\_\_\_  
Notary Public State of Florida At Large  
Printed Name of Notary  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared \_\_\_\_\_ the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
AFFIANT  
  
\_\_\_\_\_  
Notary Public State of Florida At Large  
Printed Name of Notary  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared \_\_\_\_\_ the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
AFFIANT  
  
\_\_\_\_\_  
Notary Public State of Florida At Large  
Printed Name of Notary  
My commission expires: \_\_\_\_\_



# BUSINESS RELATIONSHIP AFFIDAVIT\*

This Affidavit is made pursuant to Section 31-71(b)(2)(ii) of the City of Aventura Land Development Code. The undersigned Affiant hereby discloses that: (mark with "x" applicable portions only)

1. Affiant does not have a Business Relationship with any member of the City Commission or any City Advisory Board to which the application will be presented.

2. Affiant hereby discloses that it does have a Business Relationship with a member of the City Commission or a City Advisory Board to which the application will be presented, as follows:

\_\_\_\_\_ (List name of Commissioner or Advisory Board Member) who serves on the \_\_\_\_\_ (List City Commission or City Advisory Board upon which member serves).

The nature of the Business Relationship is as follows:

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- ii. Member of City Commission or Board is a partner, co-shareholder (as to shares of a corporation which are not listed on any national or regional stock exchange) or joint venturer with the Applicant or Representative in any business venture;
- iii. The Applicant or Representative is a Client of a member of the City Commission or Board or a Client of another professional working from the same office or for the same employer as the member of the City Commission or Board;
- iv. A City Commissioner or Board member is a Client of the Applicant or Representative;
- v. The Applicant or Representative is a Customer of the member of the City Commission or Board (or of his or her employer) and transacts more than \$10,000.00 of the business of the member of the City Commission or Board (or his or her employer) in a given calendar year;
- vi. The member of the City Commission or Board is a Customer of the Applicant or Representative and transacts more than \$25,000.00 of the business of the Applicant or Representative in a given calendar year.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

APPLICANT:

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

PROPERTY OWNER:

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

\*The terms "Business Relationship," "Client," "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2-395 of the Aventura City Code.

WITNESS MY HAND THIS 17 DAY OF JANUARY 202011

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name Ryan Thomas (Print)

Title: Engineer (Print)

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Print)

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By: \_\_\_\_\_ (Signature)

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By: \_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

NOTE: 1) Use duplicate sheets if disclosure information for Representative varies

2) Applicants and Affiants are advised to timely supplement this Affidavit pursuant to Sec. 31-71(b)(2)(iv) of the City's Land Development Regulations in the City Code, in the event that prior to consideration of the application by the City Board or Commission, the information provided in the Affidavit becomes incorrect or incomplete.

NOTARIZATION PROVISION

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Ryan Thomas the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

*[Signature]*  
AFFIANT

SWORN TO AND SUBSCRIBED before me this 17 day of January, 2011

*Krystyna Plewa*  
Notary Public State of Florida At Large  
Printed Name of Notary Krystyna Plewa  
My commission expires 11-19-11



STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared \_\_\_\_\_ the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Notary Public State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared \_\_\_\_\_ the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Notary Public State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared \_\_\_\_\_ the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Notary Public State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires: \_\_\_\_\_



### BUSINESS RELATIONSHIP AFFIDAVIT\*

This Affidavit is made pursuant to Section 31-71(u)(2)(ii) of the City of Aventura Land Development Code. The undersigned Affiant hereby discloses that (mark with "X" applicable portions only)

- 1. Affiant does not have a Business Relationship with any member of the City Commission or any City Advisory Board to which the application will be presented.
- 2. Affiant hereby discloses that it does have a Business Relationship with a member of the City Commission or a City Advisory Board to which the application will be presented, as follows:

\_\_\_\_\_ (List name of Commissioner or Advisory Board Member) who serves on the \_\_\_\_\_ (List City Commission or City Advisory Board upon which member serves).

The nature of the Business Relationship is as follows:

- i. Member of City Commission or Board holds an ownership interest in excess of 1% of total assets or capital stock of Applicant or Representative;
- ii. Member of City Commission or Board is a partner, co-shareholder (as to shares of a corporation which are not listed on any national or regional stock exchange) or joint venturer with the Applicant or Representative in any business venture;
- iii. The Applicant or Representative is a Client of a member of the City Commission or Board or a Client of another professional working from the same office or for the same employer as the member of the City Commission or Board;
- iv. A City Commissioner or Board member is a Client of the Applicant or Representative;
- v. The Applicant or Representative is a Customer of the member of the City Commission or Board (or of his or her employer) and transacts more than \$10,000.00 of the business of the member of the City Commission or Board (or his or her employer) in a given calendar year;
- vi. The member of the City Commission or Board is a Customer of the Applicant or Representative and transacts more than \$25,000.00 of the business of the Applicant or Representative in a given calendar year.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

APPLICANT:

By: \_\_\_\_\_ (Signature)  
 Name: \_\_\_\_\_ (Print)  
 Title: \_\_\_\_\_ (Print)

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

PROPERTY OWNER:

By: \_\_\_\_\_ (Signature)  
 Name: \_\_\_\_\_ (Print)  
 Title: \_\_\_\_\_ (Print)

\*The terms "Business Relationship," "Client," "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2-395 of the Aventura City Code.

WITNESS MY HAND THIS 18 DAY OF January, 2010

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)  
Name: John F Pulice (Print)  
Title: Surveyor (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

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Name: \_\_\_\_\_ (Print)  
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Title: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Title: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

NOTE: 1) Use duplicate sheets if disclosure information for Representative varies

2) Applicants and Affiants are advised to timely supplement this Affidavit pursuant to Sec. 31-71(b)(2)(iv) of the City's Land Development Regulations in the City Code, in the event that prior to consideration of the application by the City Board or Commission, the information provided in the Affidavit becomes incorrect or incomplete.

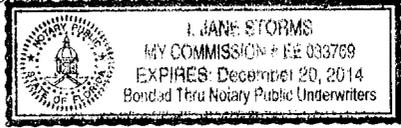
NOTARIZATION PROVISION

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) *forward*

Before me, the undersigned authority, personally appeared John E. Pulice the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

*[Handwritten Signature]*  
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18 day of January, 2011



*I. Jane Storms*  
Notary Public State of Florida At Large  
Printed Name of Notary I. Jane Storms  
My commission expires: December 20, 2014

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared \_\_\_\_\_ the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared \_\_\_\_\_ the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared \_\_\_\_\_ the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires: \_\_\_\_\_

RESOLUTION NO. 2011-\_\_\_

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL TO PERMIT THE SALE OF BEER AND WINE AT THE TARGET STORE LOCATED AT 21265 BISCAYNE BOULEVARD, CITY OF AVENTURA, NOTWITHSTANDING THE SPACING AND DISTANCE REQUIREMENTS FOR THE SALE AND SERVICE OF ALCOHOLIC BEVERAGES REGULATED BY SECTION 4-2(a) AND SECTION 4-2(b) OF THE CITY CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the property described herein is zoned B2, Community Business District; and

**WHEREAS**, the applicant, Patricia A. Johnson on behalf of Target Corporation, through Application No. 01-CU-11 is requesting conditional use approval to permit the sale of beer and wine in the grocery section of its existing department store at 21265 Biscayne Boulevard, City of Aventura, notwithstanding the spacing and distance requirements of Chapter 4, Section 4-2(a) and (b) of the City Code; and

**WHEREAS**, following proper notice, the City Commission has held a public hearing as provided by law; and

**WHEREAS**, the City Commission finds that the Application meets the criteria of the applicable codes and ordinances, to the extent the Application is granted herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:**

**Section 1.** Application for Conditional Use to permit the sale of wine and beer in the grocery section of the Target Store in the B2 zoning district is hereby granted exclusively to the Applicant, subject to the conditions set out in this Resolution, on property legally described as Tract B of Aventura Commons, according to the plat thereof recorded in Plat Book 151, Page 58 of the Public Records of Miami-Dade County and known as municipal address 21265 Biscayne Boulevard, City of Aventura.

**Section 2.** Approval of the request above is subject to the following conditions:

1. This approval shall be granted exclusively to the Target Corporation department store at 21265 Biscayne Boulevard, City of Aventura.
2. The use shall be established within twelve (12) months of the date of the approved resolution, or the approval granted herein shall expire, unless extended by motion of the City Commission at the written request of the applicant.
3. The sale of wine and beer shall be established in conjunction with the existing grocery section of the existing department store. This conditional use approval shall terminate in the event the grocery section of the department store is terminated.
4. The applicant shall obtain a 2APS Series State of Florida license which allows package sales of beer and wine in sealed containers for consumption off premises only and the applicant shall not provide for the sale of beer or wine for on-premises consumption.
5. The sale of alcoholic beverages shall be terminated in the event that the City Commission determines, after a public hearing, that the operation has created and/or may tend to create a disturbance to the community. A public hearing shall be set if the City Manager finds probable cause to believe that a disturbance has been created, based upon complaints received or the City Manager's observation.
6. The applicant shall comply with the hours of operation allowed to establishments for package sales pursuant to Section 4-3 of the City Code, namely, between 8:00 a.m. and 10:00 p.m., except that the sale of beer that may be made in sealed containers for off-premises consumption during such hours as the store is legally open for sale of other grocery items.

**Section 3.** The City Manager is authorized to cause the issuance of permits in accordance with the approvals and conditions herein provided and to indicate such approvals and conditions upon the records of the City.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                  |       |
|----------------------------------|-------|
| Commissioner Zev Auerbach        | _____ |
| Commissioner Teri Holzberg       | _____ |
| Commissioner Billy Joel          | _____ |
| Commissioner Michael Stern       | _____ |
| Commissioner Luz Urbàez Weinberg | _____ |
| Vice Mayor Bob Diamond           | _____ |
| Mayor Susan Gottlieb             | _____ |

**PASSED AND ADOPTED** this 1<sup>st</sup> day of February, 2011.

\_\_\_\_\_  
Susan Gottlieb, Mayor

ATTEST:

\_\_\_\_\_  
TERESA M. SOROKA, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

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

This Resolution was filed in the Office of the City Clerk this 1st day of February, 2011.

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

# MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF AVENTURA - NOTICE OF PUBLIC HEARING  
THE JEWISH OUTREACH CENTER, INC. - FEBRUARY 1, 2011

in the XXXX Court,  
was published in said newspaper in the issues of

01/19/2011

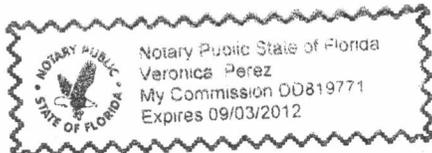
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

19 day of JANUARY, A.D. 2011

(SEAL)

MARIA MESA personally known to me



## CITY OF AVENTURA NOTICE OF PUBLIC HEARING

**Date and Time of Public Hearing:** Tuesday, February 1, 2011  
6:00 p.m.

**Applicant Name/Number:** The Jewish Outreach Center, Inc.  
02-CU-11

**Applicant Request:** Conditional Use approval to establish a community center at Unit 102, 20900 NE 30 Avenue, City of Aventura to be used in conjunction with the Aventura Chabad

**Location of Subject Property:** 20900 NE 30 Avenue, Unit 102, City of Aventura

**Legal Description:** Condominium Unit 102, One Aventura Executive center, a condominium, according to the Declaration of Condominium recorded in Official Records Book 25576, Page 4562 and all exhibits and amendments thereof, Public Records of Miami-Dade County, City of Aventura, Florida

Plans are on file and may be examined during regular business hours at the City of Aventura Government Center, Community Development Department, 19200 West Country Club Drive, Aventura, Florida, 33180. Plans may be modified at or before the Public Hearing. The application may change during the hearing process.

The Public Hearing will be held in the City Commission Chamber at City of Aventura Government Center at the address above. Your comments may be made in person at the hearing or filed in writing prior to the hearing date. Refer to applicant/property on correspondence and mail same to City of Aventura Government Center, Community Development Department at the address above. For further information, please call (305) 466-8940.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Office of the City Clerk, (305) 466-8901, not later than two business days prior to such proceedings.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Teresa M. Soroka, MMC, City Clerk  
11-3-94/1634008M

1/19

# MIAMI DAILY BUSINESS REVIEW

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Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

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CITY OF AVENTURA - NOTICE OF PUBLIC HEARING  
TARGET CORPORATION - FEBRUARY 1, 2011

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was published in said newspaper in the issues of

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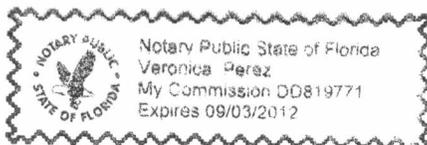
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Sworn to and subscribed before me this

19 day of JANUARY, A.D. 2011

(SEAL)

MARIA MESA personally known to me



## CITY OF AVENTURA NOTICE OF PUBLIC HEARING

**Date and Time of Public Hearing:** Tuesday, February 1, 2011  
6:00 p.m.

**Applicant Name/Number:** Target Corporation  
01-CU-11

**Applicant Request:** Conditional Use approval to sell beer and wine in the grocery section of its existing department store at 21265 Biscayne Boulevard, notwithstanding the spacing and distance requirements for the sale and service of alcoholic beverages of Section 4-2 (a) and (b) of the City Code.

**Location of Subject Property:** 21265 Biscayne Boulevard, City of Aventura

**Legal Description:** Tract B of Aventura Commons, according to the plat thereof recorded in Plat Book 151, Page 58 of the Public Records of Miami-Dade County, City of Aventura, Florida

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Teresa M. Soroka, MMC, City Clerk

1/19

11-3-93/1634006M