City Commission
Susan Gottlieb, Mayor

Zev Auerbach
Bob Diamond
Billy Joel
Teri Holzberg
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 Serota Helfman
Pastoriza Cole & Boniske

AGENDA
JULY 19, 2012 9 AM

Aventura Government Center 19200 West Country Club Drive Aventura, Florida 33180

1. **CALL TO ORDER/ROLL CALL**

2. **OVERVIEW AND REVIEW OF PROPOSED BUDGET**

   A. **GENERAL FUND**

   - **REVENUES**
   - **GENERAL GOVERNMENT DEPARTMENTS (CITY COMMISSION, OFFICE OF THE CITY MANAGER, LEGAL, CITY CLERK, FINANCE, & INFORMATION TECHNOLOGY)**
   - **PUBLIC SAFETY DEPARTMENT**
   - **COMMUNITY DEVELOPMENT DEPARTMENT**
   - **COMMUNITY SERVICES DEPARTMENT**
   - **ARTS & CULTURAL CENTER DEPARTMENT**
   - **NON-DEPARTMENTAL**
   - **CAPITAL OUTLAY**

   B. **MOTION TO ADOPT RESOLUTION TO ESTABLISH TENTATIVE MILLAGE RATE:**

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE 2012/13 FISCAL YEAR; PROVIDING FOR THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

C. POLICE EDUCATION FUND

D. TRANSPORTATION AND STREET MAINTENANCE FUND

E. POLICE CAPITAL OUTLAY IMPACT FEE FUND

F. PARK DEVELOPMENT FUND

G. 911 FUND

H. DEBT SERVICE FUND

I. STORMWATER UTILITY FUND

J. POLICE OFF-DUTY SERVICES FUND

3. ORDINANCE – SECOND READING: PUBLIC HEARING

CITY COMMISSION, ACTING IN ITS CAPACITY AS THE CITY OF AVENTURA CHARTER SCHOOL BOARD OF DIRECTORS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2012-05, WHICH ORDINANCE ADOPTED A CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2012/2013 (JULY 1 – JUNE 30) BY REVISING THE 2012/2013 FISCAL YEAR BUDGET DOCUMENT 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.

4. RESOLUTION:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY OF AVENTURA AND MIAMI-DADE COUNTY AND ALL CO-PERMITTEES NAMED IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003-003 PROVIDING FOR PERFORMANCE OF PROFESSIONAL SERVICES BY MIAMI-DADE COUNTY, AND ALSO BETWEEN ALL CO-PERMITTES PROVIDING FOR IDENTIFICATION AND CONTROL OF POLLUTANT DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM SEWER SYSTEMS; AUTHORIZING THE CITY MANAGER

TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

5. ADJOURNMENT

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.

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: July 10, 2012

SUBJECT: **Resolution Establishing Proposed Millage Rate 2012/13 Fiscal Year**

July 19, 2012 City Commission Meeting Agenda Item 2-b

RECOMMENDATION

It is recommended that the City Commission adopt a millage rate of 1.7261 for fiscal year 2012/13. This rate includes no increase. This will generate $12,300,495 based on an assessed value of $7,501,239,017. This is $345,349 more than the previous year. In light of the economic times our residents and businesses are experiencing the decision was made to hold our millage rate to the previous year.

BACKGROUND

Attached hereto is a Resolution that establishes the proposed millage rate for the 2012/13 fiscal year and public hearing dates. State statutes require the City to establish a tentative millage rate and the first public hearing date that will be transmitted to the County Property Appraisal Department. The County Property Appraiser issues a notice to all property owners in the City. The notice includes the proposed tax rates and public hearing dates for all government agencies imposing ad valorem taxes.

A detail discussion of the requirements for setting the millage rate is contained in the memorandum attached hereto from our Finance Director.

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

EMS/act

Attachment

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE 2012/2013 FISCAL YEAR; PROVIDING FOR THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 200, Florida Statutes, Determination of Millage, sets forth the procedures that must be followed in establishing a millage rate and adopting an annual budget; and

WHEREAS, the Miami Dade County Property Appraiser has certified the taxable value of property within the City of Aventura, as required by Chapter 200, Section 200.065(1) and Chapter 193, Section 193.023, Florida Statutes; and

WHEREAS, pursuant to Chapter 200, Section 200.065(2)(b), the City of Aventura is required to establish its proposed millage rate and the date, time and place that the public hearing will be held to consider the proposed millage rate and tentative budget.

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

Section 1. The following is hereby established as the proposed millage rate for the 2012/2013 fiscal year: 1.7261 per $1,000.00 of taxable assessed value.

Section 2. September 11, 2012 is hereby established as the date for a public hearing on the tentative budget and proposed millage rate, to be held at 6 p.m. at the Aventura Government Center, 19200 West Country Club Drive, Aventura, Florida.

Section 3. The City Clerk be and is hereby authorized and directed to place all necessary advertisements in accordance with Chapter 200, Florida Statutes, the Truth in Millage (TRIM) Bill.

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

PASSED AND ADOPTED this 19th day of July, 2012.

_____
SUSAN GOTTLIEB, MAYOR

ATTEST:

_____
TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY

_____
CITY ATTORNEY

CITY OF AVENTURA

FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Brian K. Raducci, Finance Director

DATE: July 10, 2012

SUBJECT: **Certification of Taxable Value/Public Hearing Dates**

DR-420 Certification of Taxable Value and Millage Rates

On June 29, 2012, we received the 2012 Certification of Taxable Value – DR-420 (the "form" included as Exhibit I) from the Miami-Dade County Office of the Property Appraiser. On line 4 of the form, the City's taxable value of $7,501,239,017 is reported. This value is approximately $46M higher than the estimated $7,455,000,000 that was tentatively reported to us on June 1, 2012 and approximately $211M or 2.89% higher than the $7,290,634,319 which was reported to us last year at the same time.

The DR-420 includes a breakdown of the change in taxable value into two (2) segments. The first segment is the $42,239,563 increase in taxable value due to new construction (line 5 of the form). The second segment is the change which is due to a moderate increase in taxable value on existing property, which appears to indicate that we may turned the corner toward recovery. This increase of $469,270,063 (6.71%) is computed by subtracting the $6,989,729,391 (line 7) from the 7,458,999,454 (line 6) of the form.

The purpose of the form is for a taxing authority to calculate its "rolled-back rate." Section 200.065 (1) of the Florida Statutes, defines the rolled-back rate as that millage rate "which, exclusive of new construction, additions to structures, deletions, increases in the value of improvements that have undergone a substantial rehabilitation ....., will provide the same ad valorem tax revenue for each taxing authority as was levied during the prior year ....."

The City's rolled-back rate for 2012 (FY 2012/13) is 1.6175 (line 16) of the form and is lower than the City's current millage rate of 1.7261. This rate is important because if we levy any rate above the 1.6175 rolled back rate, the City will be required to place a quarter page ad in the newspaper before the second public hearing on the budget and tax rate in September which is titled "NOTICE OF PROPOSED TAX INCREASE" and would also be required to include the statement that the proposed rate exceeds the rolled back rate by 6.71% in the ordinance adopting the millage rate which will be read at the two public hearings in September.

DR-420MM-P Maximum Millage Levy Calculation Preliminary Disclosure

In addition, we must prepare the DR-420MM-P (Exhibit II) to determine what other millage rates the City could adopt and by what level of Commission approval. For example:

A.) Majority Vote (4 of 7 Commissioners) – a millage rate of 2.1704 mills (line 13 of the DR-420MM-P) could be adopted
B.) Two-thirds Vote (5 of 7 Commissioners) – a millage rate of 2.3874 mills (line 14 of the DR-420MM-P) could be adopted

Based on the current national, state and local economic conditions, the decision was made to hold our proposed millage rate to 1.7261 mills and has thus been utilized in preparing our FY 2012/13 Budget. This rate will require a majority vote of the City Commission to adopt. After a 5% reduction to cover early payment discounts of up to 4%, plus 1% for uncollectibility, the proposed millage rate will generate the $12,300,495 of ad valorem taxes reflected on page 2-10 of the budget document. You will note that this amount is $345,349 more than the $11,955,146 budgeted last year based on the same rate of 1.7261 mills. By comparison, if the roll-back rate were adopted (1.6175), the City would generate $11,526,592 in ad valorem taxes a difference of $773,903 ($12,300,495 – $11,526,592).

Public Hearing Dates

Since we received the certification on June 29, state law requires us to hold two (2) public hearings between September 3rd and October 8th. The County Commission's first and second public hearings are scheduled for September 6th and September 20th respectively and the School Board's second public hearing is scheduled for September 5th. Our public hearing meeting dates cannot conflict with either the County Commission or School Board public hearing meeting dates. In addition, Labor Day is September 3rd, our regular Commission meeting is September 4th and Rosh Hashanah begins at Sundown on September 16th. Therefore, the most logical dates for our hearings are:

First public hearing	6:00 P.M., Tuesday, September 11th
Second public hearing	6:00 P.M., Wednesday, September 19th

Since we need to include the date of the first meeting on the Certification of Taxable Value, we need to have a commitment from the Mayor and Commission by no later than the July 19th budget review meeting.

The information contained in the preceding paragraphs is based on my review of the Florida Department of Revenue's Manual of Instructions for TRIM Compliance and has been reviewed by the Department of Revenue to ensure statutory compliance. Please let me know if you any questions or comments pertaining to this memorandum.

Exhibit I

Reset Form | Print Form

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Provisional

Year: 2012	County: MIAMI-DADE
Principal Authority: CITY OF AVENTURA	Taxing Authority: CITY OF AVENTURA

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 7,284,735,550			(1)
2.	Current year taxable value of personal property for operating purposes	$ 215,236,991			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 1,266,476			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 7,501,239,017			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 42,239,563			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 7,458,999,454			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 6,989,729,391			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☑ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser on 6/29/2012 2:03 PM	Date:

SECTION II: COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	1.7261 per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 12,064,972	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 0	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 12,064,972	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 0	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 7,458,999,454	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	1.6175 per $1000	(16)
17.	Current year proposed operating millage rate	1.7261 per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 12,947,889	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County ☑ Municipality	☐ Independent Special District ☐ Water Management District	(19)
20.	Applicable taxing authority (check one)	☑ Principal Authority ☐ MSTU	☐ Dependent Special District ☐ Water Management District Basin	(20)
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 12,064,972	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	1.6175 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 12,133,254	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 12,947,889	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	1.7261 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	6.71 %	(27)

First public budget hearing	Date : 9/11/2012	Time : 6:00 PM	Place : 19200 W. Country Club Drive Aventura, FL 33180 Phone: (305) 466-8920

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :	Date :
Title : ERIC M. SOROKA, CITY MANAGER	Contact Name and Contact Title : BRIAN K. RADUCCI, FINANCE DIRECTOR
Mailing Address : 19200 W. COUNTRY CLUB DRIVE	Physical Address : 19200 W. COUNTRY CLUB DRIVE
City, State, Zip : AVENTURA, FL 33180	Phone Number : (305) 466-8920 / Fax Number : (305) 466-8939

Instructions on page 3

Exhibit II

Reset Form | Print Form

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Provisional

FLORIDA DEPARTMENT OF REVENUE

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

Year : 2012	County : MIAMI-DADE
Principal Authority : CITY OF AVENTURA	Taxing Authority : CITY OF AVENTURA

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☑ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	1.6175	per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2011 Form DR-420MM, Line 13	2.2170	per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	1.7261	per $1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$	6,989,729,391	(5)
6.	Prior year maximum ad valorem proceeds with majority vote *(Line 3 multiplied by Line 5 divided by 1,000)*	$	15,496,230	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$	0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote *(Line 6 minus Line 7)*	$	15,496,230	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$	7,458,999,454	(9)
10.	Adjusted current year rolled-back rate *(Line 8 divided by Line 9, multiplied by 1,000)*	2.0775	per $1,000	(10)

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation *(Enter Line 10 if adjusted or else enter Line 2)*	2.0775	per $1,000	(11)
12.	Change in per capita Florida personal income *(See Line 12 Instructions)*	1.0447		(12)
13.	Majority vote maximum millage rate allowed *(Line 11 multiplied by Line 12)*	2.1704	per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed *(Multiply Line 13 by 1.10)*	2.3874	per $1,000	(14)
15.	Current year proposed millage rate	1.7261	per $1,000	(15)
16.	**Minimum vote required to levy proposed millage:** (Check one)			(16)

☑ a. Majority vote of the governing body: Check here, if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. *Enter Line 13 on Line 17.*

☐ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. *Enter Line 15 on Line 17.*

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. *Enter Line 15 on Line 17.*

☐ d. Referendum: The maximum millage rate is equal to the proposed rate. *Enter Line 15 on Line 17.*

17.	The selection on Line 16 allows a maximum millage rate of *(Enter rate indicated by choice on Line 16)*	2.1704	per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	7,501,239,017	(18)

Continued on page 2

Taxing Authority : CITY OF AVENTURA	DR-420MM-P R. 5/12 Page 2

19.	Current year proposed taxes *(Line 15 multiplied by Line 18, divided by 1,000)*	$ 12,947,889	(19)
20.	Total taxes levied at the maximum millage rate *(Line 17 multiplied by Line 18, divided by 1,000)*	$ 16,280,689	(20)
	DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE. SIGN AND SUBMIT.**		
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage . *(The sum of all Lines 19 from each district's Form DR-420MM)*	$ 0	(21)
22.	Total current year proposed taxes *(Line 19 plus Line 21)*	$ 12,947,889	(22)
	Total Maximum Taxes		
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage *(The sum of all Lines 20 from each district's Form DR-420MM)*	$ 0	(23)
24.	Total taxes at maximum millage rate *(Line 20 plus line 23)*	$ 16,280,689	(24)
	Total Maximum Versus Total Taxes Levied		
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☑ YES ☐ NO	(25)

SIGN HERE			
	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :	Date :	
	Title : ERIC M. SOROKA, CITY MANAGER	Contact Name and Contact Title : BRIAN K. RADUCCI, FINANCE DIRECTOR	
	Mailing Address : 19200 W. COUNTRY CLUB DRIVE	Physical Address : 19200 W. COUNTRY CLUB DRIVE	
	City, State, Zip : AVENTURA, FL 33180	Phone Number : (305) 466-8920	Fax Number : (305) 466-8939

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

Instructions on page 3

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: June 14, 2012

SUBJECT: **Ordinance Amending 2012/13 Charter School Fund Budget**

1st Reading July 10, 2012 City Commission Meeting Agenda Item 7-a
2nd Reading July 19, 2012 City Commission Meeting Agenda Item 3

RECOMMENDATION

It is recommended that the City Commission approve the attached Ordinance amending the 2012/13 Charter School Fund Budget incorporating the School Administration re-organization plan outlined at the June Workshop Meeting.

BACKGROUND

As discussed at the Workshop Meeting, the vacancy in the Vice Principal position that recently occurred at the Charter School provided the opportunity for the Principal to review the organization of the school administration.

The Principal is recommending that the following position reclassifications:

- Reclassify the Dean of Curriculum position to Assistant Principal. The position will be a City employee.
- Reclassify the Dean of Discipline & Operations position to Assistant Principal. The position will be a City employee.
- Reclassify the Vice Principal position to Dean of Academics. The position will be a CSUSA employee.

The reorganization will result in a savings of $15,000 and maximizes the leadership team's ability to support a seamless K-8 instructional program.

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

EMS/act

Attachment

ORDINANCE NO. 2012-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2012-05, WHICH ORDINANCE ADOPTED A CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2012/2013 (JULY 1 – JUNE 30) BY REVISING THE 2012/2013 FISCAL YEAR BUDGET DOCUMENT 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.

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Aventura City of Excellence School and upon the recommendations of the City Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2012/2013 Operating and Capital Budget of the Aventura City of Excellence School as set forth in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AS FOLLOWS:

Section 1. The recitals contained in the preamble to this Ordinance are incorporated by reference herein.

Section 2. The City Commission hereby authorizes the amendment of Ordinance No. 2012-05, which Ordinance adopted a budget for the 2012/2013 fiscal year for the Aventura City of Excellence School by revising the 2012/2013 budget as

set forth on the attached Exhibit "A", which exhibit is deemed incorporated by reference as though set forth in full herein.

Section 3. The City Manager is hereby authorized to do all things necessary to carry out the aims of this Ordinance.

Section 4. **Effective Date**. This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner ___, who moved its adoption on first reading. This motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

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

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption on second reading. This motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on first reading this 10th day of July, 2012.

PASSED AND ADOPTED on second reading this 19th day of July, 2012.

_____
SUSAN GOTTLIEB, MAYOR

ATTEST:

_____
TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____
CITY ATTORNEY

Exhibit A

Budget Amendment
Position Reclassifications

Pos. No.	From	To
7300-002	Vice Principal	Dean of Academics
5102-040	Dean of Discipline & Operations	Assistant Principal
5101-042	Dean of Curriculum	Assistant Principal

		2011/12		*2012/13*	
Function	**Job Class**	**Full Time**	**Part Time**	**Full Time**	**Part Time**
5101	**Teacher**	31.00	-	31.00	-
	Para-Professionals	-	7.00	-	7.00
	Reading Specialist	1.00		1.00	
	Instructional Counselor	1.00		1.00	
	Assistant Principal	1.00		1.00	
	Aide	1.00		1.00	
5102	**Teacher**	39.00	-	40.00	-
	Assistant Principal	1.00		1.00	
	Aide	1.00		1.00	
5250	**Teacher**	2.00	-	2.00	-
	Dean of Student Services	1.00		1.00	
5901	**Substitute Teacher**	1.00	-	1.00	-
6200	**Media Specialist**	1.00	1.00	1.00	1.00
7300	**Principal**	1.00	-	1.00	-
	Dean of Academics	1.00		1.00	
	Business Manager	1.00	-	1.00	-
	Administrative Secretary	1.00	-	1.00	-
	Receptionist	2.00	-	2.00	-
	Registrar/Compliance	1.00		1.00	
	Computer Network/Tech	1.00		1.00	
7900	**Janitor**	1.00		1.00	
9102	**P/T After School Counselor I**		5.00		5.00
	P/T After School Counselor II		1.00		1.00
	Total	90.00	14.00	91.00	14.00

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: July 13, 2012

SUBJECT: **Approval of National Pollutant Discharge Elimination System (NPDES) Permit No. FL S000003-003 Interlocal Agreement between Miami-Dade County and the City of Aventura**

July 19, 2012 City Commission Meeting Agenda Item 4

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing the City Manager to execute the Interlocal Agreement between Miami-Dade County and other municipalities concerning storm sewer system monitoring and reporting activities in accordance with the attached City Engineer's recommendation.

This Agreement is for a five year term at an annual cost of $11,826 which will be funded from the Stormwater Utility Fund. This is an annual reduction of $2,574 from the current Agreement that expires this year.

Please feel free to contact the City Manager if you have any questions.

Attachments

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY OF AVENTURA AND MIAMI-DADE COUNTY AND ALL CO-PERMITTEES NAMED IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003-003 PROVIDING FOR PERFORMANCE OF PROFESSIONAL SERVICES BY MIAMI-DADE COUNTY, AND ALSO BETWEEN ALL CO-PERMITTES PROVIDING FOR IDENTIFICATION AND CONTROL OF POLLUTANT DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM SEWER SYSTEMS; 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 Interlocal Agreement by and between the City and Miami-Dade County and all Co-Permittees named in National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000003-003 providing for identification and control of pollutant discharges in shared municipal separate storm sewer systems within 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 Bob Diamond	____
Commissioner Billy Joel	____
Commissioner Michael Stern	____
Commissioner Luz Urbãez-Weinberg	____
Vice Mayor Teri Holzberg	____
Mayor Susan Gottlieb	____

PASSED AND ADOPTED this 19th day of July, 2012.

_____
SUSAN GOTTLIEB, MAYOR

ATTEST:

_____
TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____
CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN ALL CO-PERMITTEES NAMED IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003-003 AND MIAMI-DADE COUNTY PROVIDING FOR PERFORMANCE OF PROFESSIONAL SERVICES BY MIAMI-DADE COUNTY, AND ALSO BETWEEN ALL CO-PERMITTEES PROVIDING FOR IDENTIFICATION AND CONTROL OF POLLUTANT DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM SEWER SYSTEMS, AND TO NEGOTIATE AND EXECUTE CHANGES TO THE SELECTION OF ACTIVITY PARTICIPATION BY CO-PERMITTEES

This Interlocal Agreement ("Agreement") is made and entered into by, and between, all **CO-PERMITTEES** named in Florida Department of Environmental Protection Permit Number FLS000003-003, Authorization to Discharge under the National Pollutant Discharge Elimination System. This Agreement provides for identification and control of discharges from any and all Municipal Separate Storm Sewer Systems (MS4s) that may be shared by any of the parties to this Agreement, as required by the State of Florida Department of Environmental Protection (hereinafter referred to as DEP) pursuant to Section 403.0885, Florida Statutes, and DEP Rule 62-624, Florida Administrative Code, and the Environmental Protection Agency (hereinafter referred to as the "EPA") National Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") Permit Regulations for Storm Water Discharges Final Rule (hereinafter referred to as "NPDES Final Rule"). This Agreement further provides for the professional services required to accomplish the tasks set forth in the NPDES Final Rule and the NPDES MS4 Operating Permit that may be initiated and performed by Miami-Dade County on behalf of both the **CO-PERMITTEES** and **MIAMI-DADE COUNTY**. This Agreement also provides for the negotiation and execution of changes to the selection of activity participation by **CO-PERMITTEES**.

Section I
Definitions

For purposes of this Agreement, the following terms shall apply:

AGREEMENT shall mean this document, including any written amendments thereto, and other written documents or parts thereof which are expressly incorporated herein by reference.

CO-PERMITTEE or CO-PERMITTEES shall mean the following municipalities and agencies named in NPDES Permit No. FLS000003-003 as **CO-PERMITTEES**: City of Aventura, Bal Harbour Village, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of El Portal, Town of Golden Beach, City of Hialeah Gardens, City of Homestead, Indian Creek Village, Village of Key Biscayne, Town of Medley, City of Miami Beach, City of Miami Gardens, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, Town of Surfside, Village of Virginia Gardens, City of West Miami, Florida Department of Transportation (FDOT) District VI, Florida Department of Transportation (FDOT) Turnpike Enterprise, Miami-Dade Expressway Authority (MDX), and Miami-Dade County.

COUNTY shall mean Miami-Dade County

FORCE MAJEURE shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement.

MS4 shall mean municipal separate storm sewer system, as set forth in 40C.F.R.122.26.

In all other instances, terms used in this Agreement shall have the definitions contained in the EPA NPDES Final Rule 40 CFR Parts 122, 123 and 124.

Section II
Term of Agreement

This Agreement shall become effective, and supersede the current interlocal agreement, on October 1, 2012. This Agreement shall expire on September 30, 2017, or until a replacement interlocal agreement is executed, whichever is later.

Section III
Scope of Work

The parties hereto agree that the EPA is requiring as part of the NPDES MS4 Operating Permit the sampling, monitoring, and analysis of a variety of storm sewer systems throughout Miami-Dade County. The parties hereby agree that the water monitoring annual costs (Activity 1) attributable to this operating permit shall be shared by those **CO-PERMITTEES** who elect to participate in this Activity, and the costs shall be based on a percentage rate obtained by dividing the number of outfalls which drain to United States bodies of water existing in the geographical boundaries of each **CO-PERMITTEE** by the total number of outfalls existing within the geographic boundaries of all **CO-PERMITTEES**.

The parties further agree that the best management practices (BMP) (Activity 2) and basin management action plan (BMAP/WTW) (Activity 3) costs attributable to this operating permit shall be shared by those **CO-PERMITTEES** who elect to participate in these Activities, and the costs shall be based on a percentage rate obtained by dividing the roadway MS4 drainage area existing in the geographical boundaries of each **CO-PERMITTEE** by the total roadway MS4 drainage area existing within the geographic boundaries of all **CO-PERMITTEES**. These costs are included in Attachment "A" of this Agreement.

Furthermore, 40 CFR 122.26(d)(2)(i)(D) requires control of pollutants through interlocal agreements, making each NPDES **CO-PERMITTEE** responsible for discharges from their MS4 to the MS4 of another NPDES **CO-PERMITTEE** or to the waters of the United States. This Agreement sets forth the agreement of the **CO-PERMITTEES** and the **COUNTY** and between all of the **CO-PERMITTEES** with respect to shared responsibilities in the identification and control of discharges from one MS4 to another.

Section IV
COUNTY's Obligations

1. **Compliance with NPDES MS4 Operating Permit** The **COUNTY** shall perform monitoring and sampling activities as required in Miami-Dade County's NPDES MS4 Operating Permit.

2. **Permits** The **COUNTY** shall obtain all applicable federal, state and local permits and approvals (with the exception of permits and approvals required by **CO-PERMITTEES**, if any, which shall be obtained by the respective **CO-PERMITTEE**), which are required to perform activities under the NPDES MS4 Operating Permit.

3. **Report** The **COUNTY** shall provide the **CO-PERMITTEES** with a report, on an annual basis, with the results of the monitoring and sampling activities required under the NPDES Operating Permit.

4. **Notice of COUNTY Meeting** The **COUNTY** shall provide the **CO-PERMITTEES** with oral or written notice of all regular meetings held by **COUNTY** staff for the purpose of reviewing the compliance status with the NPDES MS4 Operating Permit.

Section V
CO-PERMITTEES' Obligations

1. **Prevention of Theft of COUNTY Equipment** The **CO-PERMITTEES** shall take reasonable steps to prevent theft or vandalism of **COUNTY** equipment located within the **CO-PERMITTEE'S** geographic boundary. The **CO-PERMITTEES** agree that such equipment may be placed within each **CO-PERMITTEE'S** geographic boundary for extended periods of time, as necessary to complete the sampling and monitoring tasks contemplated by this Agreement and the NPDES MS4 Operating Permit.

2. **Compensation** Each **CO-PERMITTEE** will reimburse the **COUNTY** for costs of activities performed over the preceding fiscal year in accordance with Attachment "A", and as specified in the Execution in Counterparts form for that fiscal year. The **COUNTY** will bill each **CO-PERMITTEE** annually, within six (6) months after the end of the fiscal year, for actual amounts expended during the prior fiscal year. Payment by the **CO-PERMITTEE** is to be made not later than forty-five (45) days after the bill presentation. Failure to pay the agreed-upon costs to the **COUNTY** in accordance with this Agreement shall be deemed default by the **CO-PERMITTEE** that fails to pay pursuant to this Agreement. The expenditures for the final fiscal year that this Agreement is valid will be invoiced by the **COUNTY** and paid by the **CO-PERMITTEES** during the following fiscal year.

3. **Access** The **CO-PERMITTEES** shall provide the **COUNTY** with reasonable access at all times as necessary to perform the sampling and monitoring required by this Agreement of any storm sewer systems which may be located within the **CO-PERMITTEE'S** geographic boundary.

Section VI
Indemnification

The **CO-PERMITTEE** shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **CO-PERMITTEE** or its employees, agents, servants, partners, principals or subcontractors. The **CO-PERMITTEE** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgements

and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent of and within the limitations of Section 768.28 Fla Stat., and subject to the provisions of that Statute whereby the **CO-PERMITTEE** shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of $200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the **CO-PERMITTEE** arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **CO-PERMITTEE**, provided further that any **CO-PERMITTEE's** liability hereunder shall be based on that **CO-PERMITEE's** performance of this Agreement only, and no **CO-PERMITTEE** shall be liable for indemnification based on another **CO-PERMITTEE's** performance of this Agreement.

The **COUNTY** shall indemnify and hold harmless the **CO-PERMITTEE** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **CO-PERMITTEE** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **COUNTY** or its employees, agents, servants, partners, principals or subcontractors. The **COUNTY** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **CO-PERMITTEE**, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla Stat., subject to the provisions of that Statute whereby the **COUNTY** shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of $200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the **COUNTY** arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **COUNTY**.

Section VII
County Event of Default

Without limitation, the failure by the **COUNTY** to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "**COUNTY** event of Default".

If a **COUNTY** event of default should occur, the **CO-PERMITTEE** shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to **COUNTY** hereunder are terminated, effective upon such date as is designated by the **CO-PERMITTEE**;

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

Section VIII
Co-Permittee Event of Default

Without limitation, the failure by the **CO-PERMITTEE** to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a " **CO-PERMITTEE** Event of Default".

If a **CO-PERMITTEE** Event of Default should occur, the **COUNTY** shall have all of the following rights and remedies which it may exercise singularly or in combination:

1. The right to declare that this Agreement together with all rights granted to **CO-PERMITTEE** hereunder are terminated, effective upon such date as is designated by the **COUNTY**;

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

Section IX
General Provisions

1. **Authorization to Represent the CO-PERMITTEE in NPDES MS4 Operating Permit** The **CO-PERMITTEE** hereby authorizes the **COUNTY** to act on its behalf only with respect to: the activities under this Agreement; and compliance with requirements of those monitoring, sampling, BMP, and BMAP portions under the NPDES MS4 Operating Permit.

2. **Attendance at COUNTY Permit Review Meetings.** The **CO-PERMITTEE** may, but is not required to, attend any or all regular meetings held by **COUNTY** staff for the purpose of reviewing the status of the NPDES MS4 Operating Permit.

3. **Responsibility for Discharges** The **CO-PERMITTEES** shall each be responsible for the control, investigation of and remedial activities relating to discharges of pollutants from within their respective MS4 or boundaries to the municipal separate storm sewer system of another NPDES MS4 **CO-PERMITTEE**, pursuant to the requirements of 40CFR 122.26(d)(2)(i)(D).

4. **Identification of Discharges** Both the **CO-PERMITTEE** whose stormwater system generates a pollutant discharge that impacts another **CO-PERMITEE'S** system and the impacted **CO-PERMITTEE** agree to cooperate by providing the staff and equipment necessary to identify the source of pollutant discharges emanating from the separate storm sewer system of one **CO-PERMITTEE** to the separate storm sewer system of another **CO-PERMITTEE**.

5. **Notification** When pollutant discharges to a shared separate storm sewer system are discovered, the **CO-PERMITTEES,** or **COUNTY**, or any of the foregoing, as applicable, which are the source of the discharge(s) agree to report said discharges to the other affected parties sharing the particular MS4. The **COUNTY** shall assist, as needed, in any investigation and identification of a source of the discharge. If the **COUNTY** discovers a discharge in the separate storm sewer system of a **CO-PERMITTEE** or the **COUNTY**, the **COUNTY** will investigate the source of the discharge and report its findings to the affected NPDES **CO-PERMITTEES**. When an investigation specifically identifies a NPDES **CO-PERMITTEE** as the source of a pollutant discharge, then that **CO-PERMITTEE** shall be responsible

for ceasing the discharge and remediating the effects of the discharge by restoring the affected MS4 in accordance with applicable standards.

6. **Dispute Resolution** When the parties sharing a MS4 cannot agree on the source of a discharge to their shared MS4, the State of Florida Department of Environmental Protection, Bureau of Watershed Management, shall be the final arbiter in determining jurisdiction and responsibility for cessation of discharge, remediation, and final resolution.

7. **Termination** Each party may terminate that particular party's participation in this Agreement without cause by providing sixty (60) days prior written notice of termination to the other parties to this Agreement. **CO-PERMITTEES** shall be entitled to reimbursement of monies paid to the **COUNTY** only in the event of termination without cause by the **COUNTY**, and the **CO-PERMITTEE** shall then be entitled to such reimbursement only to the extent that services providing information useful to the NPDES MS4 Permit have not been rendered by the **COUNTY**. Upon termination by any party, the NPDES MS4 Operating Permit status of that party shall be the sole responsibility of that party.

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

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

10. **Notices and Approval** Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties listed in Section I of this Agreement.

11. **Performance by Parties** Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

12. **Rights of Others** Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

13. **Time is of Essence** It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.

14. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States. The **COUNTY** and the **CO-PERMITTEE** agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh

Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

15. **Severability** The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided the material purposes of this Agreement can be determined and effectuated.

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

17. **Number of Outfalls** The **COUNTY** will review and adjust on an annual basis the number of outfalls and MS4 drainage area of each **CO-PERMITTEE** during the month of March for each fiscal year the Agreement is in effect. Adjustments made, if any, will be in effect for the upcoming fiscal year, to recalculate each **CO-PERMITTEE'S** share of the total annual costs. **CO-PERMITTEES** may submit relevant outfall information to be included in the review during a two month period, from January1st to February 28th of the year immediately preceding the start of the fiscal year of the intended changes. An updated Attachment "A" shall be provided to **CO-PERMITTEES** annually by March 31st for budgetary purposes.

18. **Maximum Annual Costs** Each **CO-PERMITTEE'S** maximum (not to exceed) financial commitment under this Agreement is shown in Attachment "A". It should be noted that the **CO-PERMITTEE's** cost share may change (+/-) based on any changes made to the Number of Outfalls or Drainage Area during the annual reviews. Such changes shall be reflected in an updated Attachment "A". Actual annual expenditures invoiced by the **COUNTY** for water monitoring, sampling, BMP, and BMAP activities performed, will not exceed the **CO-PERMITTEE'S** total annual cost shown in Attachment "A" for that fiscal year.

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, THE CITY OF AVENTURA FLORIDA,

by its Commission attest, that this Agreement be executed in its name by the Manager or his designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment "A":

Activity 1 (Water Monitoring)

[X] Yes, we wish to participate

[ ] No, but we reserve the right to request participation in subsequent fiscal years

Activity 2 (Best Management Practices, BMP)

[X] Yes, we wish to participate

[ ] No, but we reserve the right to request participation in subsequent fiscal years

Activity 3 (Basin Management Action Plan/Walk the WBID, BMAP/WTW)

[X] Yes, we wish to participate

[ ] No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place. These modifications must be formally requested between January 1 and February 28 in order to become effective for the following fiscal year and for the duration of the Agreement unless further modifications are made by executing a new "Execution in Counterparts" form

_____

Name of Manager (print)

_____

Signature Date

_____

Name of Clerk / Legal Representative (print)

_____

Signature Date

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached.

MIAMI-DADE COUNTY
Stephen P. Clark Center
111 N.W. 1 Street
Miami, FL 33128

_____

Mayor or Mayor's Designee Date

HARVEY RUVIN, CLERK
Attest:

_____

Deputy Clerk Date

FY 12-13 (ANNUAL) MONITORING COSTS FOR MIAMI-DADE COUNTY AND CO-PERMITTEES

Municipality/Agency	Number of Outfalls	Percent of Total Outfalls	Activity 1 Water Monitoring Annual Costs (not to exceed)	MS4 Drainage Area (square feet)	Percent of Total MS4 Drainage Area	Activity 2 BMP Annual Costs (not to exceed)	Activity 3 BMAP/WTW Annual Costs (not to exceed)	Activity 1+2 Co-Permittee's Total Annual Cost (not to exceed)	Activity 1+2+3 Co-Permittee's Total Annual Cost (not to exceed)
Aventura, City of	168	2.1	$9,763	3,692,775	0.17	$60	$2,003	$9,822	$11,826
Bal Harbour Village	10	0.1	$581	1,047,127	0.05	$17	$568	$598	$1,166
Bay Harbor Islands, Town of	54	0.7	$3,138	2,016,058	0.09	$33	$1,094	$3,171	$4,264
Coral Gables, City of	109	1.4	$6,334	52,297,467	2.42	$849	$28,372	$7,183	$35,555
Cutler Bay, Town of	157	2.0	$9,123	26,080,350	1.21	$423	$14,149	$9,547	$23,696
Doral, City of	352	4.4	$20,455	15,535,462	0.72	$252	$8,428	$20,707	$29,135
El Portal, Village of	6	0.1	$349	1,983,107	0.09	$32	$1,076	$381	$1,457
Golden Beach, Town of	8	0.1	$465	932,283	0.04	$15	$506	$480	$986
Hialeah Gardens, City of	7	0.1	$407	9,875,350	0.46	$160	$5,358	$567	$5,925
Homestead, City of	168	2.1	$9,763	34,072,903	1.58	$553	$18,485	$10,316	$28,801
Indian Creek Village	16	0.2	$930	482,118	0.02	$8	$262	$938	$1,199
Key Biscayne, Village of	33	0.4	$1,918	5,750,201	0.27	$93	$3,120	$2,011	$5,131
Medley, Town of	44	0.5	$2,557	10,707,972	0.50	$174	$5,809	$2,731	$8,540
Miami Beach, City of	306	3.8	$17,782	30,511,682	1.41	$495	$16,553	$18,277	$34,830
Miami Gardens, City of	298	3.7	$17,317	71,074,976	3.30	$1,153	$38,559	$18,470	$57,030
Miami Lakes, Town of	221	2.8	$12,842	18,869,747	0.87	$306	$10,237	$13,149	$23,386
Miami Shores, Village of	32	0.4	$1,860	11,599,210	0.54	$188	$6,293	$2,048	$8,341
Miami Springs, City of	23	0.3	$1,337	14,444,585	0.67	$234	$7,836	$1,571	$9,407
North Bay Village, City of	65	0.8	$3,777	1,417,155	0.07	$23	$769	$3,800	$4,569
North Miami Beach, City of	204	2.5	$11,855	23,802,524	1.10	$386	$12,913	$12,241	$25,154
North Miami, City of	115	1.4	$6,683	29,505,817	1.37	$479	$16,007	$7,162	$23,169
Opa-locka, City of	18	0.2	$1,046	11,570,829	0.54	$188	$6,277	$1,234	$7,511
Palmetto Bay, Village of	98	1.2	$5,695	31,564,566	1.46	$512	$17,124	$6,207	$23,331
Pinecrest, Village of	58	0.7	$3,370	31,645,995	1.47	$514	$17,169	$3,884	$21,053
South Miami, City of	31	0.4	$1,801	10,831,867	0.50	$176	$5,876	$1,977	$7,854
Sunny Isles Beach, City of	66	0.8	$3,835	1,924,058	0.09	$31	$1,044	$3,867	$4,910
Surfside, Town of	5	0.1	$291	2,717,687	0.13	$44	$1,474	$335	$1,809
[1] Virginia Gardens, Village of	1	0.0	$58	1,557,857	0.07	$25	$845	$83	$929
[1] West Miami, City of	1	0.0	$58	4,464,032	0.21	$72	$2,422	$131	$2,552
FDOT District VI	1,469	18.4	$85,364	473,738,425	21.97	$7,688	$257,011	$93,053	$350,064
FDOT Turnpike Enterprise	574	7.2	$33,355	176,417,284	8.18	$2,863	$95,709	$36,219	$131,928
MDX	456	5.7	$26,498	142,654,138	6.61	$2,315	$77,392	$28,814	$106,206
Unin. Miami-Dade County	2,829	35.4	$164,395	901,826,504	41.82	$14,636	$489,257	$179,030	$668,287
Totals (NOT TO EXCEED)	**8,002**	**100.0**	**$465,000**	**2,156,612,110**	**100**	**$35,000**	**$1,170,000**	**$500,000**	**$1,670,000**

BMP = Best Management Practices; BMAP = Basin Management Action Plan; WTW = Walk the WBID

[1] Municipalities with no outfalls have been assigned a value of one outfall

Note: If a municipality or agency chooses not to participate in one or more of the activities (1, 2, or 3) described above, then sampling, modeling, or mapping may not be conducted within said municipality's or agency's service territory. The not-to-exceed amounts for each Co-Permittee and activity remain unchanged for the fiscal year shown regardless of the participation decisions by Co-Permittees.

June 27, 2012

Robert M. Sherman, CPRP
City of Aventura
19200 West Country Club Drive
Aventura, Florida 33180

RE: CHANGES TO INTERLOCAL AGREEMENT RELATED TO NPDES MS4 PERMIT

CRAVEN THOMPSON
& ASSOCIATES INC.

Engineers
Planners
Surveyors

Dear Mr. Sherman:

This is regarding the interlocal agreement between the City of Aventura, Miami-Dade County and other municipalities concerning the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Systems (MS4) Permit Number FLS000003.

Recommendation

We recommend: 1) the City approve the Interlocal Agreement for 2012-2017, 2) the City select the "Yes, we wish to participate" box for Activities 1, 2 and 3 on the Execution in Counterparts form, and 3) the City share in the costs for all three activities summarized in Attachment A since it should be the most cost-effective means of complying with the MS4 permit requirements.

Background and Analysis

The City of Aventura maintains stormwater collection, treatment and conveyance systems consistent with federal and state regulations related to stormwater discharges. This past year, the City routinely cleaned and inspected existing systems to sustain flood control and water quality benefits to road users and adjacent property owners.

The City also participates with other municipalities and Miami-Dade County in monitoring and reporting stormwater discharge related events associated with its National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Systems (MS4) Permit Number FLS000003. The monitoring and reporting activities are described in an Interlocal Agreement (IA) that expires on November 16, 2012.

3563 N.W. 53rd Street
Fort Lauderdale, FL 33309-6311
(954) 739-6400
Fax (954) 739-6409

West Palm Beach

Miami-Dade County is requesting each municipality that is a co-permittee in the MS4 Permit execute a new IA for the next 5-year cycle. The draft IA includes new work to be performed by Miami-Dade on behalf of the co-permittees and is scheduled to take effect on October 1, 2012. Enclosed is a summary of the substantive changes to the IA along with the costs per fiscal year.

The new work is related to monitoring and sampling of pollutants from stormwater discharges. Sampling is anticipated to begin in 2013 for reporting in the November 2013 MS4 permit report update. The County has developed a cost estimate for the annual water quality monitoring based on a pro-rated share of outfalls and drainage area and has tabulated each municipality's expected cost in Attachment A of the IA.

The purpose of the new activities is to comply with Part VIII of the MS4 permit. The permit states that the requirements of Part VIII "apply only to the permittee's MS4 discharges to receiving waters with adopted or established TMDLs [Total Maximum Daily Loads] and associated allocations. I do not believe there is an adopted TMDL for the waterbody that receives discharges from the City of Aventura. However, the 2012 Florida Legislature passed and the Governor signed a bill that approved numeric nutrient criteria for Biscayne Bay, including the Northern North Basin (NNB) that includes the boundaries of, and receives stormwater discharges from, the City of Aventura. This legislation could be the first step in developing a TMDL for the Northern North Basin. The activities described in the draft agreement should provide the needed data to assess whether additional measures will be necessary to limit nutrient levels in Biscayne Bay.

The County has also presented each co-permittee with a proposal to perform mapping and modeling services within the next 5-year cycle. The mapping and modeling activities will not be required in the FY 2012-FY 2013 time period, but will be required by the current MS4 Permit in future years. The associated costs will be in addition to the costs described in the pending interlocal agreement. The County will be submitting this proposal under a separate interlocal agreement at a future date.

Please do not hesitate in calling me should you need additional information.

Sincerely,
CRAVEN THOMPSON & ASSOCIATES, INC.

Adolfo A. González, PE, LEED AP
Consulting Engineer
Enclosure: Summary of Major Changes to Interlocal Agreement
Draft Interlocal Agreement

Interlocal Agreement Between All Co-permittees named in National Pollutant Discharge Elimination System Permit No. FLS000003-003

Summary of Major Changes to Interlocal Agreement

Section III, Scope of Work: describes Activity 1 (water monitoring) and Activity 2 (best management practices) to be conducted by Miami-Dade County in the next 5-year cycle.

Section IV, County's Obligations, Sub-section 4: County will provide all co-permittees with reports of sampling and monitoring results on an annual basis.

Section V, Co-permittees' Obligations, Sub-section 2: Each co-permittee to reimburse County annually for services completed in the *previous* year.

Section VI, Indemnification: Changed dollar amounts for referenced judgments or claims.

Section IX, General Provisions, Sub-section 1: Updated the references to the activities authorized to be performed by the County.

Section IX, General Provisions, Sub-section 7: Deleted reference to entitlement for reimbursement of monies paid to the County "in the event of termination for cause by the CO-PERMITTEE".

Section IX, General Provisions, new Sub-section 17: Added a process for updating the number of outfalls each fiscal year. The number of outfalls (in addition to drainage area size) is the basis of the pro-rata cost share formula regarding the sampling and monitoring activities.

Section IX, General Provisions, new Sub-section 18: Explains how the maximum annual costs may change each year based on updates to outfalls or the contributing drainage area within each co-permittee's jurisdiction.

Execution in Counterparts Form: Added check boxes for each co-permittee to identify which activities it plans to jointly share the cost with the County and other co-permittees.

New Attachment A: Describes the total and pro rata cost for the new activities to be performed during the next 5-year cycle. The caveat is that if a co-permittee opts out, then the co-permittee is solely responsible for the cost of collecting, analyzing and providing any data required by the MS4 permit conditions.

The projected not-to-exceed annual costs are subject to change each year if new permit requirements dictate additional sampling, analysis or reporting measures. Each co-permittee will have the option each year to continue to opt in or out of the three activities. The County will invoice for actual services performed up to the "not to exceed" amount each year.

2007-2012 Annual Cost for City of Aventura = $14,400.00 per current interlocal agreement

Projected 2012-2017 Annual Cost for City of Aventura = $11,826.00 per draft interlocal agreement