



AGENDA

1. ***Resolution Supporting Governor's Proposed Reforms for Enterprise Florida (Mayor Weisman) ****
Future Action Required: Resolution
2. ***Review of City Wide Bicycle Sharing System RFP (City Manager)****
3. ***Proposed Code Amendment to Establish Drainage Maintenance Standards for Commercial Properties (City Manager)****
Future Action Required: Ordinance
4. ***Projects Approval (City Manager)****
5. ***Lehman Causeway Overpasses (Commissioner Weinberg)****
6. ***Art in Public Places Advisory Board Appointments (City Manager)****
7. ***Miami-Dade County League of Cities Installation Dinner – February 20, 2016/Dade Days (City Manager)****
8. ***Discussion on Civil Citation/MOU (Mayor Weisman)****
9. ***Adjournment***

*** Back-up Information Exists**

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.

CITY OF AVENTURA
OFFICE OF THE CITY COMMISSION

MEMORANDUM

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

FROM: Mayor Enid Weisman 

DATE: December 3, 2015

SUBJECT: **Resolution Supporting Governor Scott's Proposed Reforms for Enterprise Florida**

Please place on the January Workshop Meeting Agenda a discussion on adopting a Resolution Supporting Governor Scott's proposed reforms for Enterprise Florida.

The Governor's proposals endorsed by Enterprise Florida include:

- Creating a new \$250 million competitive fund called the "Florida Enterprise Fund."
- Making the Florida Enterprise Fund a state trust fund to replace the existing escrow account to allow the state's investment to accrue more interest.
- Increasing the Legislature's role in competing for job creation projects by requiring that any deal over \$1 million have the approval of the Speaker of the House and the Senate President, as well as the Governor.
- Reforming the return on investment requirements by eliminating the use of waivers and requiring a 10 percent annualized return on top of the original amount invested in a company.
- Streamline the state's approval process while continuing to ensure that no tax dollars leave the state trust fund until a company meets specific job creation goals spelled out in their contract.

Thank you.



RICK SCOTT
GOVERNOR

November 9, 2015

Dear Mayor Enid Weisman:

Florida is on a mission to be the global leader for jobs, but to do that, we must improve the current incentive process and fully fund Enterprise Florida. We are competing against states like Texas, our number one competitor, every day for jobs in communities just like yours. If we don't have the resources, we won't be able to continue recruiting job creators and helping existing Florida businesses expand.

Our economic reforms will do the following:

- Create a new \$250 million competitive fund called the "Florida Enterprise Fund."
- Make the Florida Enterprise Fund a state trust fund to replace the existing escrow account to allow the state's investment to accrue more interest.
- Increase the Legislature's role in competing for job creation projects by requiring that any deal over \$1 million have the approval of the Speaker of the House and the Senate President, as well as the Governor.
- Reform the return on investment requirements by eliminating the use of waivers and requiring a 10 percent annualized return on top of the original amount invested in a company.
- Streamline the state's approval process while continuing to ensure that NO tax dollars leave the state trust fund until a company meets specific job creation goals spelled out in their contract.

I need your help to get these important reforms across the finish line in the legislature. Please help me by:

- 1) Sending out the attached press release in support of these critical reforms.

November 9, 2015

Page Two

- 1) Visiting www.enterpriseflorida.com/contactyourlegislator today to voice your support.

I'm confident that with your support we will get these important reforms in place, unseat Texas as the top winner for job projects in the country, and diversify our economy by creating more jobs for families in high-growth areas.

Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Scott", with a large, sweeping flourish at the beginning.

Rick Scott
Governor

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: December 16, 2015

SUBJECT: **RFP: City Wide Bicycle Sharing System**

On November 13, 2015, the City received only one response to our RFP No. 16-11-13-2 for a City Wide Bicycle Sharing System for B-Cycle. In accordance with City Ordinances, on December 4, 2015, City staff met with the representatives from B-Cycle to review the proposal and seek answers regarding some aspects of the proposal.

I have placed on this item on the Workshop Agenda for the following reasons:

- Provide for B-Cycle the opportunity to present their proposal to the City Commission and answer any questions you may have.
- Review possible cost alternatives for implementation.
- Obtain direction from the City Commission as to how we may proceed with this project.

I have attached the B-Cycle PowerPoint from their December 4, 2015 presentation. I will provide cost alternatives for implementation at the meeting.

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

EMS/act



Aventura Bike Share

December 4, 2015





Who we are

System Demonstration

Best in Class Product

What we do

Operations

Questions and Discussion



B Cycle

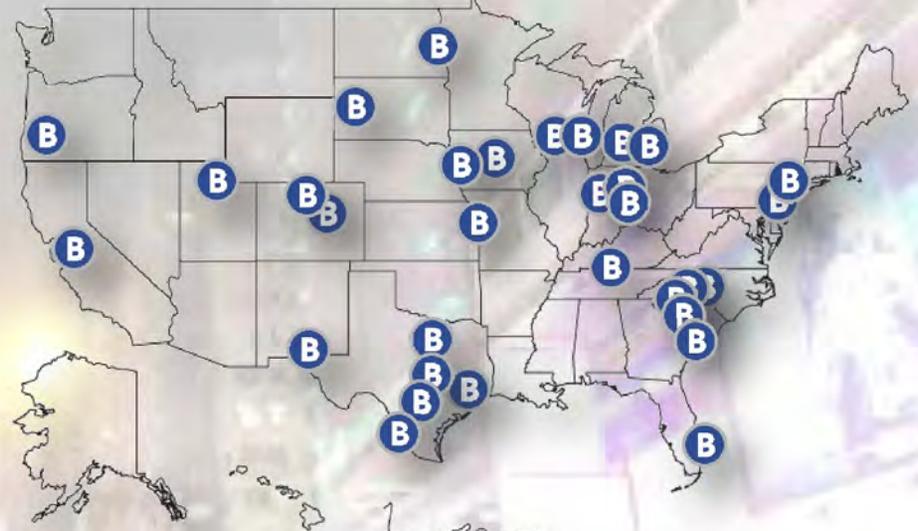
40+ Communities

5.6 M Trips

Stations **900+**

Bikes **8,000+**





MADISON
SANTIAGO
DES MOINES OMAHA
CINCINNATI
PHILADELPHIA INDIANAPOLIS
SALT LAKE CITY
CHARLOTTE MILWAUKEE
ANN ARBOR GREENVILLE
RAPID CITY
AUSTIN
KANSAS CITY DENVER
SAVANNAH BATTLE CREEK
COLUMBIACOUNTY
BROWARD COUNTY NASHVILLE
SPARTANBURG SAN ANTONIO
BOULDER FORT WORTH FARGO
HOUSTON DAYTON



BCycle

Leaders in world class bike share systems

Our systems work and work well

Launched on time, on budget

Systems operating on 2 continents

Owned by  **TREK**

Best-in-class product. Period. Under promise, over deliver.
Continuous improvement. *We take care of our customers!*



The Benefits of Station Based Bikeshare System:

- Intuitive to use, accessible
- Provides structure and order
- Instant on system
- Secure: only double locking system in industry
- Dedicated bikeshare docks (no negative impact on shared, pre-existing bike racks)
- Strong sponsorship & brand identity



Station Based = USE

Fargo

- +20 trips per bike per day
- 5.5 trips per bike per day

Philly

- 3 trips per bike per day

Denver

- 2 trips per bike per day



(B)

BCycle – Best in Class Product



BCycle 2.0

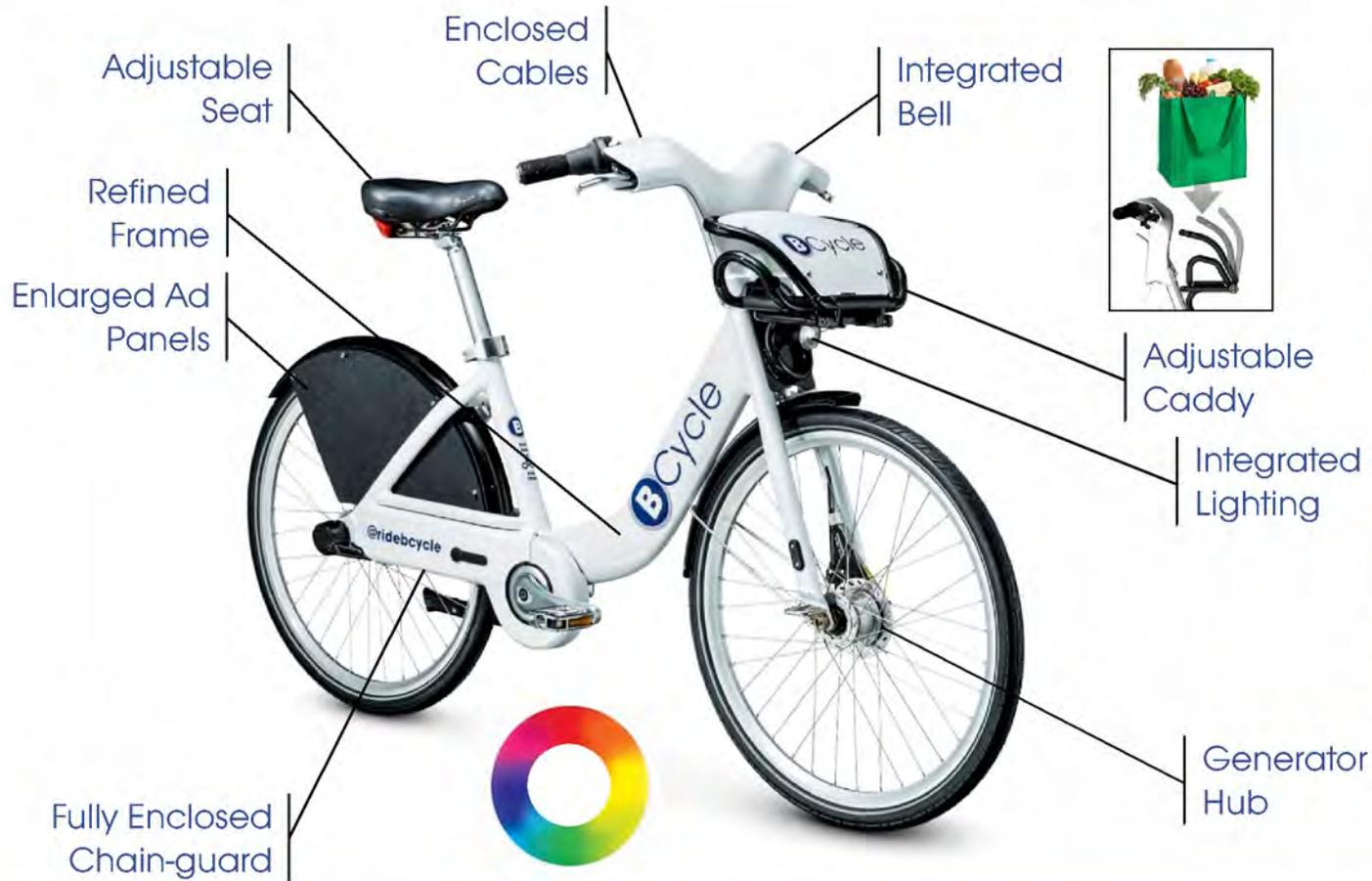


Leaders in world class bike share systems





BCycle – Best in Class Product



Leaders in world class bike share systems





BCycle – Best in Class Product

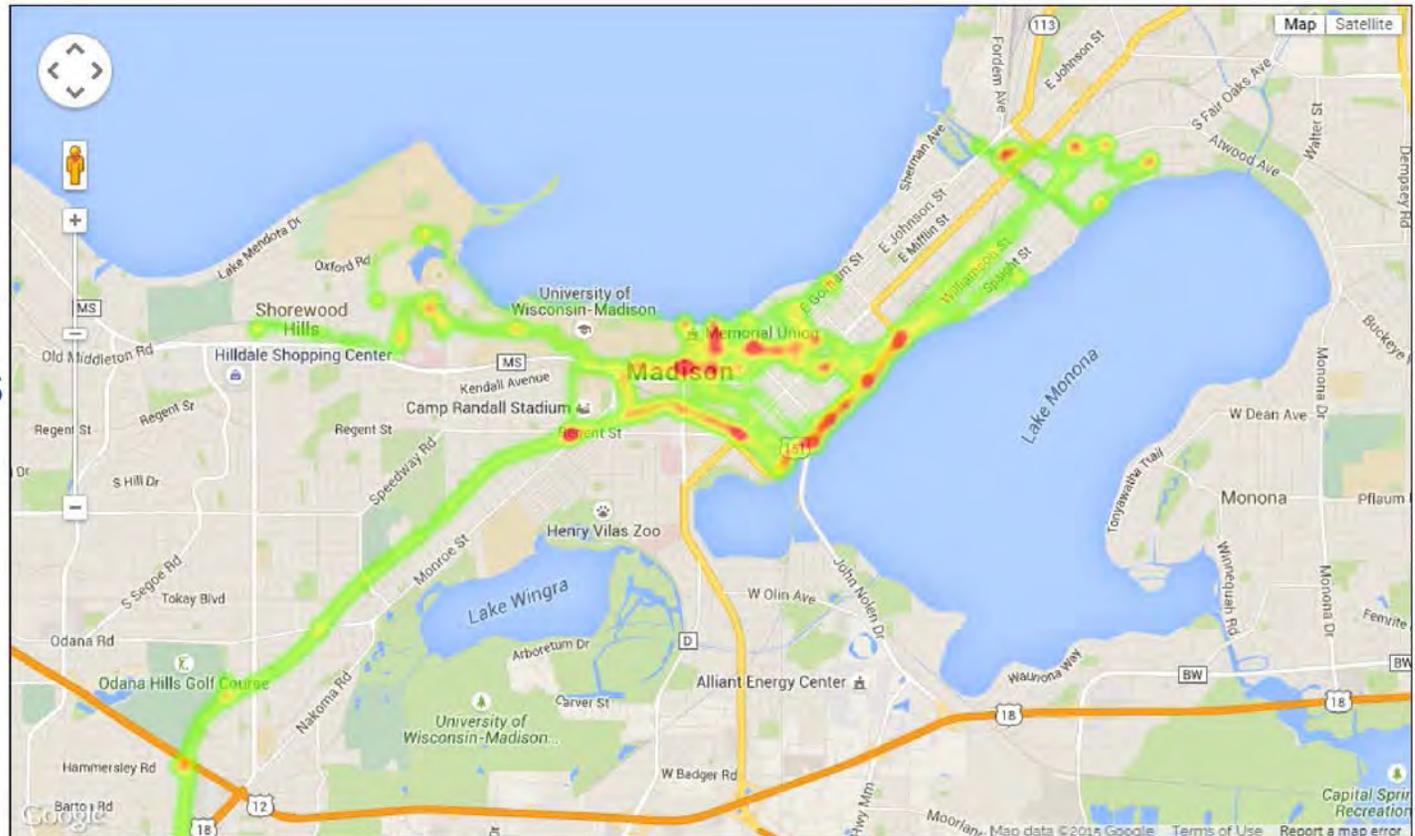


Leaders in world class bike share systems





Consumer Website
Online User Profile
Mobile Friendly
Operator Back-End
Smartphone App
Screen Connect
Optional Active GPS



Complete Software Package

Leaders in world class bike share systems

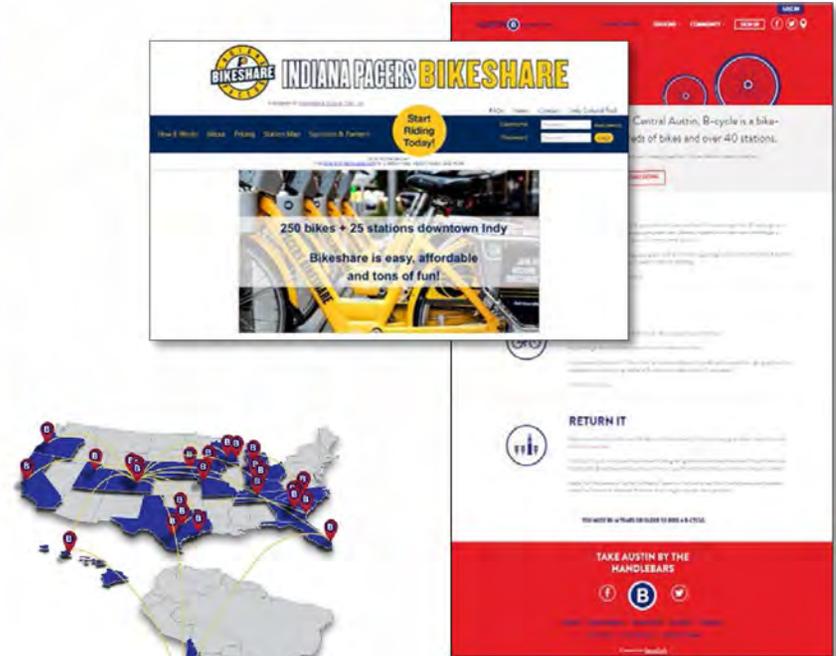




Virtual Kiosk



Multiple Languages



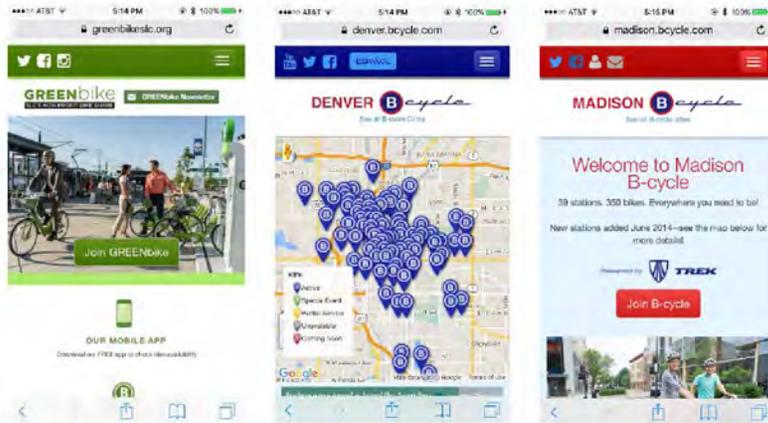
Custom Branding



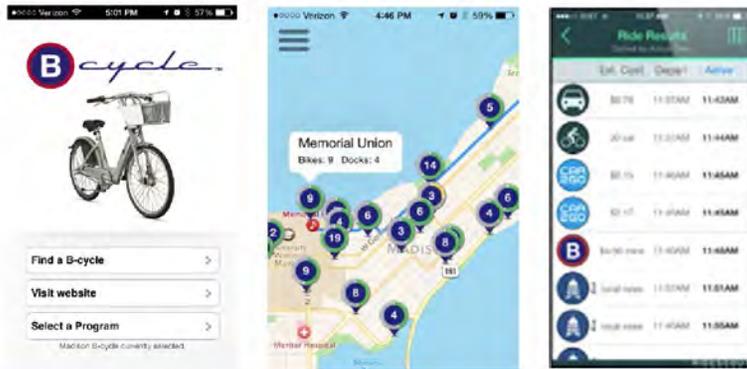


BCycle – The Mobile Experience

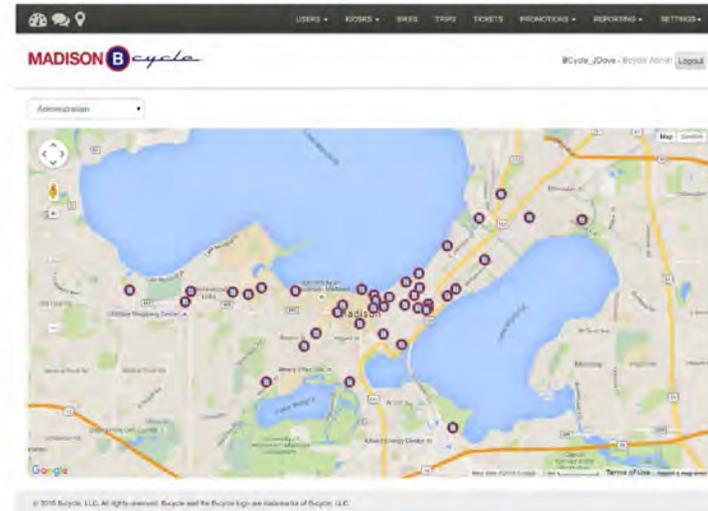
Mobile Friendly User Website



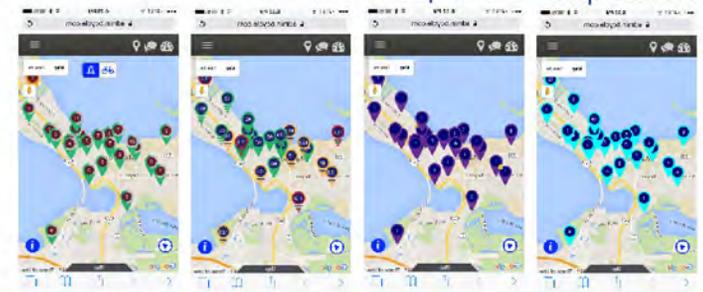
Smartphone App and Open API



Mobile Friendly Operator Website

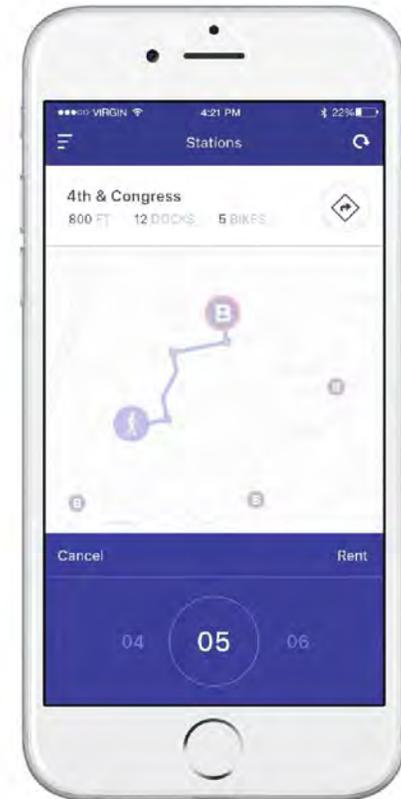
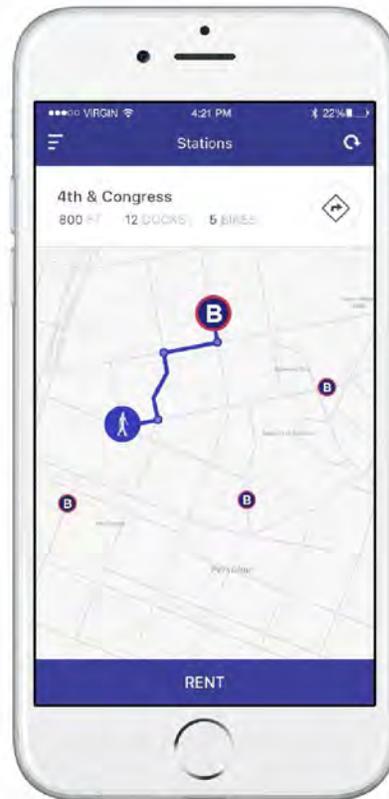


Balancing Solar Repairs Inspection





BCycle – BCycle and RideScout

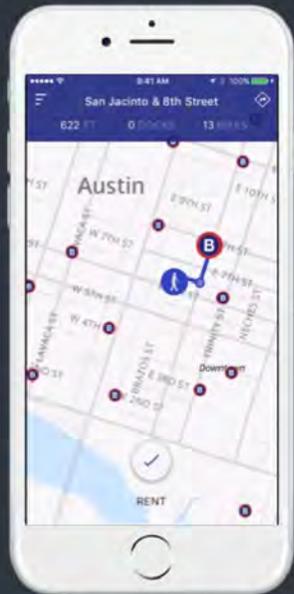


Leaders in world class bike share systems

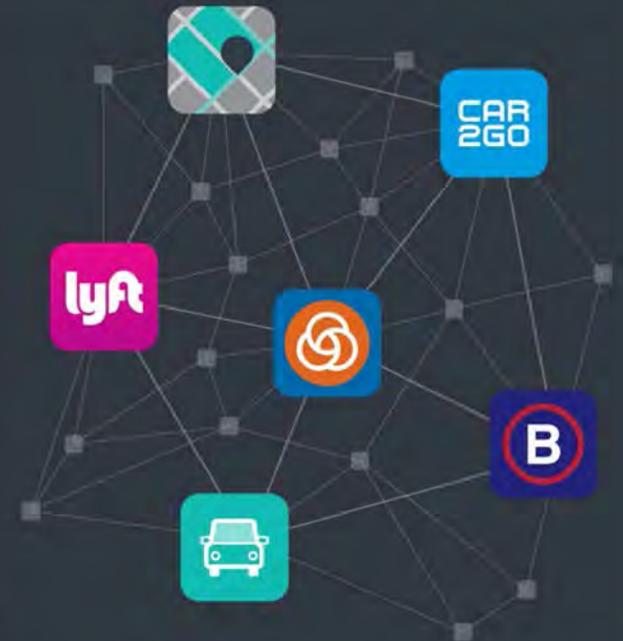




Connecting the transportation ecosystem



ride TAP



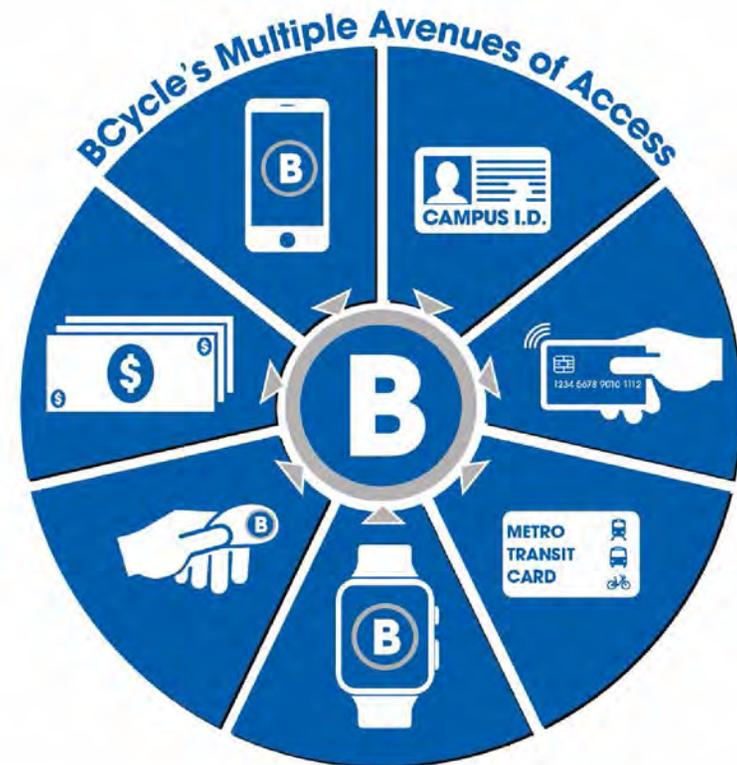
RIDESCOUT



Multiple Avenues of Access:

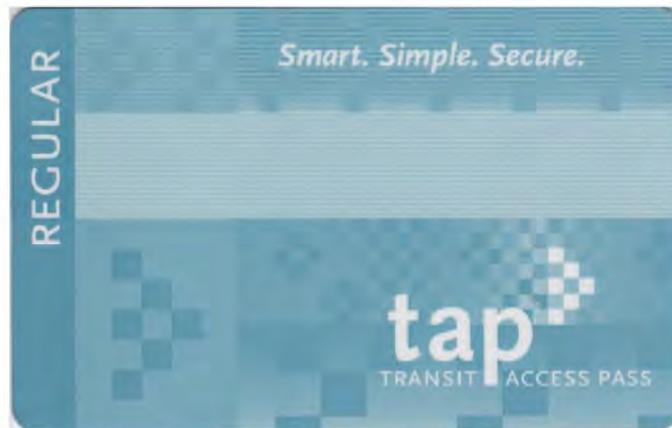
- Credit/ debit card
- Smart phone app (with RideTap)
- NFC (phone, Apple Watch)
- Cash payment (with PayNearMe)
- BCycle RFID card or fob
- Student ID
- Transit Card

= Social Equity



Public Transit Integration

- Integration with transit
 - Fare card integration
 - Payment and account integration





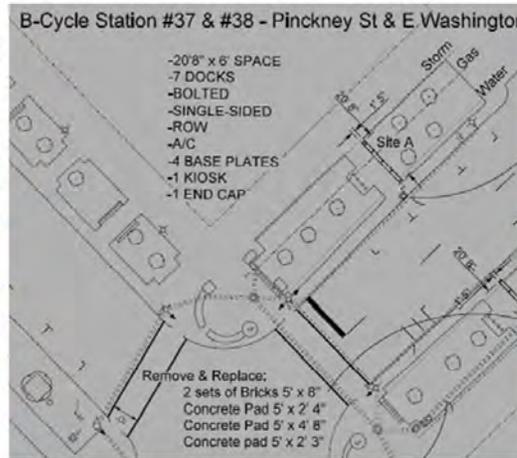


Business Plan Development





Implementation





System Launch





Operations





Operations– Broward BCycle

Program Oversight	The Team	Customer Service	System Operations	Marketing & Sponsorship	Office Administration
<ul style="list-style-type: none">• Municipal Relationships• Station Expansion• Budget• Program Planning• Reporting	<ul style="list-style-type: none">• Tech Manager• Office Admin• 4 Maintenance Techs• Event/ Marketing Support	<ul style="list-style-type: none">• Tier 1• Email, Phone, Website Communication• Member Fulfillment• After Hours Call Center	<ul style="list-style-type: none">• Station Balancing• Station and Bike Health• Station Cleaning• Truck	<ul style="list-style-type: none">• Marketing & Branding• Sponsorship & Advertising• Social Media & Special Events• Graphic Design• Community Outreach	<ul style="list-style-type: none">• Scheduling• Payroll• Results Reporting• Office Upkeep• Account Management





Customer Service- we stay with you the whole ride





Annual Customer Event
Madison, WI

2nd Annual Event , October 2015
95 attendees



BCycle

Most Experienced Team in Bike Share

On Time and On Budget

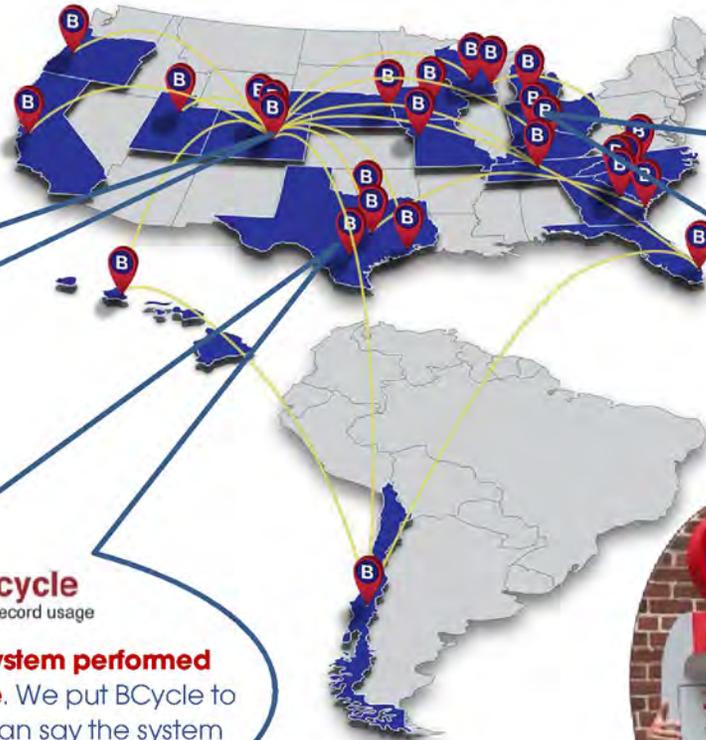
Proven Products that Work

Continuous Improvement
and Innovation

You are Part of Our BCycle Family

Owned by  **TREK**





It was a **joy working with the BCycle employees**. Mark Kleven and the implementation team did a fantastic job keeping us on track prior to launch. **They went above and beyond to ensure success** in Indianapolis

Kären Haley
Executive Director,
Indianapolis Cultural Trail

DENVER **B**cycle

Love you guys! – 1/6/15

Nick Bonenkamp
Executive Director, Denver BCycle

SXSW loves Austin B-cycle

Austin B-cycle sets North American bikeshare record usage

I wanted to let you know that **your system performed extremely well under the heavy usage**. We put BCycle to the test during SXSW, and I think we can say the system was up for it.

Elliott McFadden
Executive Director, Austin BCycle





Questions & Discussion



Thank You!

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

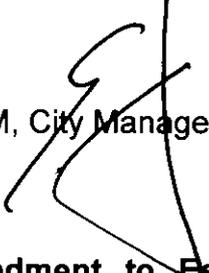
MEMORANDUM

TO: City Commission

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

DATE: December 14, 2015

SUBJECT: **Proposed Code Amendment to Establish Drainage Maintenance Standards for Commercial Properties**



RECOMMENDATION

It is recommended that the City Commission adopt a City Code amendment to Section 30-191 entitled "Property Maintenance" to establish drainage maintenance standards for commercial properties in the City.

BACKGROUND

Since the incorporation of the City, many improvements have been made to the stormwater system throughout the City, including upsizing pipes, adding drainage pipes where none was available, and increasing capacity to the existing system. In fact, over \$10 million, including State funding, has been spent on these improvements over the past 19 years. The City continues to monitor the system and include projects in our Capital Improvement Program, to improve drainage and reduce flooding.

Some of our older commercial properties in the City have not kept pace with the City's improvements and despite their own efforts, we have witnessed flooding of parking lots during storm events. This reflects poorly on the City as many don't understand that the City is not responsible for maintaining these private properties. The City's Code of Ordinances contains a section outlining property maintenance requirements. Currently, the Code provides that "adequate runoff drains shall be provided and maintained to eliminate any recurrent or excessive accumulation of stormwater."

It is recommended that the following language be added to Sec 30-191 entitled property maintenance:

Further, all commercial parking lots and other commercial property paved areas shall be maintained in a good state of repair, which shall include proper drainage and the routine cleaning/clearing of drains by the property

owner or operator to prevent the accumulation of pools of water and the correction and removal of all ruts, potholes, and broken pavement. The property owner or operator of any commercial parking lots or other commercial property paved areas shall not allow the accumulation of stagnant water in excess of two (2) inches in depth for a period of time exceeding twenty-four (24) hours. The term "stagnant water" is defined for the purposes of this paragraph as an accumulation of water, whether from rain or other sources, regardless of volume or dimensions, which is not moving or not flowing, or is substantially motionless, and may become foul, stale or may promote the breeding of mosquitoes or other insects.

After consulting with our City Engineer and reviewing drainage standards adopted by other Cities, the additional requirements are reasonable and will serve to protect our residents and visitors utilizing our shopping centers as well as the individual shop owners.

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

EMS/act

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: December 16, 2015

SUBJECT: **Projects Approval**

A. Turnberry Way Sidewalk

Since the opening of Beit Edmond J. Safra Temple years back, there has been safety concerns for the members walking to services along Turnberry Way. Currently, a sidewalk exists on the west side of Turnberry Way requiring members to cross in the middle of the road in a crosswalk. Over the years, the City has requested the neighboring condominium, Turnberry Towers, to provide an easement for the construction of a sidewalk on the east side of Turnberry Way.

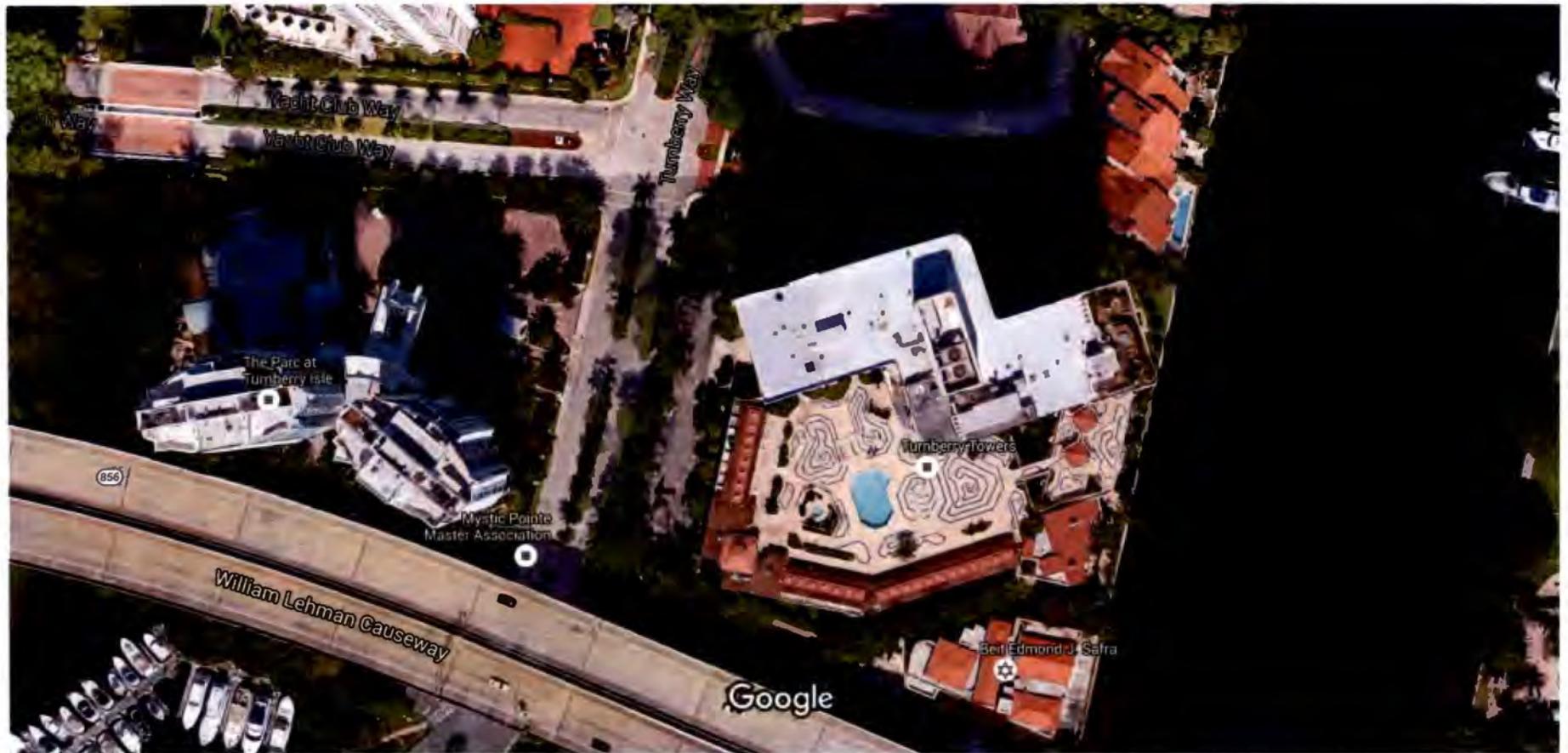
Recently, the Board of Directors at Turnberry Towers agreed to grant the easement to the City for the installation of the sidewalk. It is recommended that the City Commission authorize \$32,000 from the Street Maintenance reserve funds to implement this sidewalk project. The amount includes design, legal fees, survey work and construction.

B. Community Recreation Center Acoustic Improvements

Prior to the construction of the Arts & Cultural Center many of ACES's events were held in the gym in the Community Recreation Center. However, many of these events were moved to the Arts & Cultural Center due to better acoustics and sound equipment. Due to the limited capacity of the Arts & Cultural Center (325 seating) it is recommended that the gym be retrofitted with panels and buffers to improve the acoustics. This will allow more events at the gym as well as more parents and family to attend graduation ceremonies. The total cost is estimated to be \$84,000 including design costs. It is recommended that this amount be funded from the CIP reserve.

EMS/act

CCO1925-15



North End



South End



CITY OF AVENTURA
OFFICE OF THE CITY COMMISSION

MEMORANDUM

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

FROM: Commissioner Howard Weinberg

DATE: January 7, 2016

SUBJECT: **Discussion Regarding Possible Beautification Projects for the
Lehman Causeway**

Please place on the January Workshop Meeting a discussion regarding possible beautification projects for the Lehman Causeway.

Thank you.

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: December 3, 2015

SUBJECT: **Art in Public Places Advisory Board Appointments**

The terms of the three resident members of the Art in Public Places Advisory Board expired in November 2015. Attached is the Ordinance that created the Art in Public Places Advisory Board including the process of appointment of Board Members.

The mission of the Board is to assist the City in identifying, selecting and obtaining works of art for display in City owned and / or operated parks, buildings and facilities, in order to further enhance the diverse array of cultural and educational opportunities which are available within the City. The Board shall develop proposed protocols and guidelines for achieving that mission, subject to approval by the City Commission. Further, the final decision on the acceptance, placement and display of specific works of art at City owned and / or operated parts, buildings and facilities shall be subject to the approval of the City Commission.

In order to provide for additional resident input, I would recommend that the Ordinance be amended to provide for another resident member instead of the City Manager.

In order to begin the appointment process, the City will advertise the openings utilizing the website, media, sound media, etc. to obtain the maximum number of interested residents.

EMS/act

Attachment

CCO1924-15

ORDINANCE NO. 2012-16

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA CREATING DIVISION 6 “ART IN PUBLIC PLACES ADVISORY BOARD” OF ARTICLE III “ADVISORY BOARDS” OF CHAPTER 2 “ADMINISTRATION” OF THE CITY CODE OF THE CITY OF AVENTURA, FLORIDA ; ESTABLISHING ADVISORY BOARD AND PROVIDING FOR ITS DUTIES AND RESPONSIBILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission desires to create an advisory board to assist the City in facilitating the placement of works of art at City owned and/ or operated parks, buildings and facilities.

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

Section 1. City Code Amended . That Division 6 “Art in Public Places Advisory Board” of Article 3 “Advisory Boards” of Chapter 2 “ Administration” of the City Code, is hereby created , to read, as follows:

DIVISION 6. - ARTS IN PUBLIC PLACES ADVISORY BOARD

Sec. 2-201. - Creation, composition and qualifications.

A. There is hereby created and established the City of Aventura Art in Public Places Advisory Board (the "Board") consisting of five (5) members, including the Mayor, City Manager, who shall both serve by virtue of their office, and three (3) residents of the City who shall be appointed by the Mayor, subject to the approval of the City Commission. The resident members of the Board shall be appointed in accordance with procedures established herein and shall hold office at the pleasure of the City Commission. Members of the Board shall serve on the Board without compensation and shall not be reimbursed for travel, mileage, or per diem expenses as to Board service. The resident members shall serve for a two-year term and may be reappointed in accordance with the process outlined herein.

B. In the event of the resignation or removal of any member of the Board, the Mayor shall appoint a person to fill the vacancy on such Board for the unexpired portion of the term of the member vacating such office, subject to approval of the City Commission in accordance with procedures established herein.

C. In the event that a member of the Board shall be absent and unexcused from a duly-called meeting of the Board for three consecutive meetings, then, in that event, such member shall automatically be removed as a member of the Board by the City Manager. An excused absence shall be requested in writing via email, fax or letter prior to the Board meeting.

D. The City Manager or his designee shall provide or designate necessary staff support for the Board.

Sec. 2-202. – Process of Appointment of Board Members.

A. Individuals wishing to be a member of the Board shall make application to the City Manager on the forms provided by the City. The City Manager shall interview all applicants and make recommendation to the Mayor. The Mayor shall appoint to the Board members from the list of applicants recommended by the City Manager, subject to the approval of the City Commission.

B. In recommending members of the Board, the following guidelines shall be considered:

(i) The resident membership of the Board should consist of persons who have demonstrated a strong commitment to arts, including painting, photography, sculpture and other art forms.

(ii) Reasonable efforts should be made for the membership of the Board to be representative of a range of comprehensive adult age groups.

Sec. 2-203. - Advisory capacity.

The powers and duties of the Board shall be solely of an advisory nature to the City Manager and Mayor and City Commission. The City Manager, by virtue of his office as City Manager, shall be responsible for communicating to the City Commission the actions of the Board.

Sec. 2-204. - Rules of procedure; quorum.

A. The Board shall adopt rules of procedure not inconsistent with the ordinances of the City and the laws of the State of Florida and shall utilize Robert's Rules of Order recently revised 1990 Edition for the rules of procedure for the conduct of meetings of the Board. The Board may create additional rules for the conduct of its internal proceedings.

B. The Mayor shall serve as the Chairperson and the City Manager shall serve as the Vice-Chairperson.

C. Three (3) members shall constitute a quorum for the transaction of business of the Board. Official action shall be taken by the Board only upon the concurring vote of a majority of the members present at an official meeting of the Board, except that at least three (3) affirmative votes shall be required for official action.

Sec. 2-205. - Mission; jurisdiction and duties.

A. The mission of the Board is to assist the City in identifying, selecting and obtaining works of art for display in City owned and/ or operated parks, buildings and facilities, in order to further enhance the diverse array of cultural and educational opportunities which are available within the City. The Board shall develop proposed protocols and guidelines for achieving that mission, subject to approval by the City Commission. Further, the final decision on the acceptance, placement and display of specific works of art at City owned and/ or operated parks, buildings and facilities shall be subject to the approval of the City Commission.

B. Action of the Board shall be in the form of a written recommendation of advice to the City Manager and Mayor, who shall confer as to the presentation of the recommendation of the Board to the City Commission.

C. The Board shall meet monthly as needed as determined by the City Manager.

Sec. 2-206. - Standards of conduct for members.

All members of the Board shall be subject to the Standards of Conduct for Public Officers and Employees, as set by Federal, State, County, City or other applicable law pursuant to City Charter Section 7.03 and must file the appropriate financial disclosure forms.

Section 2. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3. Inclusion in the Code. That it is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Aventura, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 4. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

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

Commissioner Zev Auerbach	yes
Commissioner Bob Diamond	yes
Commissioner Billy Joel	yes
Commissioner Michael Stern	yes
Commissioner Luz Urbáez Weinberg	yes
Vice Mayor Teri Holzberg	absent
Mayor Susan Gottlieb	yes

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

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

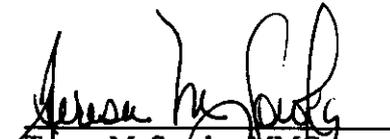
PASSED AND ADOPTED on first reading this 4th day of September, 2012.

PASSED AND ADOPTED on second reading this 2nd day of October, 2012.



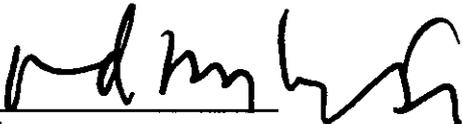
Susan Gottlieb, Mayor

ATTEST:



Teresa M. Soroka, MMC
City Clerk

Approved as to Form and Legal Sufficiency:



City Attorney

Eric M. Soroka

From: Miami-Dade County League of Cities <mdclc@bellsouth.net>
Sent: Tuesday, December 01, 2015 12:04 PM
To: Miami-Dade County League of Cities
Subject: Save the Date for our Annual MDCLC Gala

Please Save the Date

SATURDAY, FEBRUARY 20, 2016

MDCLC PRESENTS THE

62nd Annual Gala

HONORING

INCOMING PRESIDENT, COMMISSIONER

Francis X. Suarez
&
The Board of Directors

JUNGLE ISLAND

1111 PARROT JUNGLE TRAIL, MIAMI, FL 33132



CITY OF AVENTURA
OFFICE OF THE CITY COMMISSION
MEMORANDUM

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

FROM: Mayor Enid Weisman

DATE: January 14, 2016

SUBJECT: **Discussion on Civil Citation/Memorandum of Understanding**

Please place on the January 21, 2016 Workshop Meeting Agenda an item to discuss the Miami-Dade County Civil Citation Package and Memorandum of Understanding as part of the countywide public safety initiative, as sponsored by Commissioner Sally Heyman.

Thank you.

/elh

Summation – Miami-Dade County Uniform (Adult) Civil Citation II

1. Civil citation
 - Avoid alleged offender being arrested and criminal record
 - Police continue to exercise their discretion; civil citation provides additional law enforcement option
 - **Does not legalize any of the cited offenses**
 - **Does not de-criminalize any of the cited offenses**
 - Offenses listed on original civil citation form and the proposed additional offenses disproportionately adversely affect low-income, minority, and homeless individuals
 - In lieu of a fine, individuals cited can do community service
 - In lieu of receiving a civil citation, a person can request arrest
 - Marijuana possession citation does not impact driver's license; a conviction for marijuana, however, will result in up to one year driver's license suspension
 - Citation does not equal arrest; no negative bearing on school admissions, scholarships, military service, bonded jobs, etc.
 - **Citation offenses do not cover use of marijuana**
2. Civil citations in lieu of arrests is not a **new** concept
 - 2001-2002: juvenile citations pilot program was implemented in Miami-Dade County with Director of the Miami-Dade County Juvenile Services Department Wansley Walters (and is now used statewide); sponsored then by Florida State Representative Sally Heyman
 - 2010: adult civil citation offenses for 8 non-violent misdemeanor offenses; sponsored by Commissioner Sally Heyman
 - 2015: proposal of additional adult civil citations for 7 non-violent misdemeanor offenses
3. Data collection
 - Data available on both A-form arrests and existing citations (to include future offenses as well), as well as Department of Corrections booking and incarceration
 - Citation form already has space for gender, race, date of birth, and other demographics (removal of name and address to be done for public records requests)
4. Cost savings
 - **Saves tens of thousands of people from being arrested and having arrest records**
 - **Saves all Miami-Dade Criminal Justice System stakeholders tens of millions of dollars, plus resources and manpower**

*ALL Criminal Justice Stakeholders have been part of the drafting process for the 2015 additional Civil Citation legislation through the Dade-Miami Criminal Justice Council and Public Safety Coordinating Council by working together with Commissioner Heyman.

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 4(D)
4-21-15

ORDINANCE NO. _____

ORDINANCE RELATED TO CIVIL PENALTIES FOR CERTAIN MISDEMEANOR VIOLATIONS; AMENDING SECTIONS 21-81, 8CC-5.1 AND 8CC-10 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR CIVIL PENALTIES FOR THE COMMISSION OF CERTAIN MISDEMEANORS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, the Board of County Commissioners of Miami-Dade County (the "Board") is given broad authority to enact ordinances under Miami-Dade County's home rule powers and prescribe penalties for violation of such ordinances; and

WHEREAS, section 21-81 of the Code of Miami-Dade County, Florida, (the "Code") is applicable in all the unincorporated and incorporated areas of Miami-Dade County; and

WHEREAS, section 21-81 of the Code prohibits the commission of all acts defined as misdemeanors under Florida Statutes and declares commission of such acts to also be Code violations; and

WHEREAS, upon conviction in court of a Code violation for commission of an act defined as a misdemeanor, misdemeanants shall be punished by a fine or imprisonment in County jail or both, but in no case shall the fine and/or or imprisonment imposed be greater than the maximum fine or penalty for the same offense under the Florida Statutes; and

WHEREAS, currently, a law enforcement officer only has discretion to arrest or not arrest a person for commission of a misdemeanor and/or Code violation; and

WHEREAS, this ordinance provides an additional means under Chapter 8CC of the Code to enforce violations of the Code based on the commission of certain misdemeanors; and

WHEREAS, the Board has an interest in enacting monetary civil penalties for certain violations of section 21-81, as such civil penalties will act as an additional deterrent to such violations and would provide law enforcement with additional options when encountering a misdemeanor who has committed an enumerated offense; and

WHEREAS, for the specific statutes enumerated in this ordinance a law enforcement officer will have the discretion to issue a civil citation and/or arrest or not arrest a person for commission of a misdemeanor and/or Code violation; and

WHEREAS, this ordinance will also allow a violator who has been served with a civil violation notice imposing a monetary penalty for commission of an enumerated misdemeanor to enter the Miami-Dade County Diversion Program, pursuant to Miami-Dade County Implementing Order 2-12 which would allow violators without economic means to satisfy a civil penalty to satisfy the penalty by non-monetary means,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 21-81 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 21-81. Misdemeanor; adoption of State law; penalties.

* * *

- (c) All acts defined as misdemeanors in said State statutes are hereby prohibited and declared to be violations of this article and any person or corporation shall, upon conviction in the court of appropriate jurisdiction for violation thereof, be punished by a fine not exceeding five hundred dollars

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

(\$500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment, but in no case shall the fine or imprisonment imposed under this article be greater than the maximum fine or penalty for the same offense under the State statute.

>>(d) The following misdemeanor violations, as such may be amended from time, are eligible to receive a civil violation notice pursuant to chapter 8CC of the Code of Miami-Dade County, Florida, at the discretion of a law enforcement officer, provided that such violations are not charged in conjunction with any charge that is a felony, driving under the influence (DUI), incident involving domestic violence, or violent crime, as those terms are defined under State law:

- (1) Florida Litter Law, as set forth in Fla. Stat. section 403.413(6)(b), as such may be amended from time to time;
- (2) Illegal Use of Dairy Cases, Egg Baskets, Poultry Boxes, or Dairy Containers, as set forth in Fla. Stat. section 506.509, as such may be amended from time to time;
- (3) Trespass on Property Other Than Structure or Conveyance, as set forth in Fla. Stat. section 810.09, as such may be amended from time to time;
- (4) Retail Theft by Removal of a Shopping Cart, as defined in Fla. Stat. section 812.015(1)(d), as such may be amended from time to time;
- (5) Loitering or Prowlng, as set forth in Fla. Stat. section 856.021, as such may be amended from time to time;
- (6) Possession of Cannabis in an amount of 20 grams or less, as set forth in Fla. Stat. section 893.13(6)(b), as such may be amended from time to time; and
- (7) Possession of Drug Paraphernalia, as set forth in Fla. Stat. sections 893.146 and 893.147(1)(b), as such may be amended from time to time.

An individual issued a civil violation notice for any of the violations listed in this subsection shall be subject to fine in accordance with chapter 8CC of the Code of Miami-Dade County, Florida, and shall be eligible for the Miami-Dade County Diversion Program, pursuant to section 8CC-5.1 of the Code of Miami-Dade County, Florida, and Implementing Order 2-12, or its successor implementing Order of the Board of County Commissioners.<<

Section 2. Section 8CC-5.1 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

Sec. 8CC-5.1. Miami-Dade County Diversion Program.

Notwithstanding the provisions of >>section<< 8CC-5, a violator who has been served with a civil violation notice may enter the Miami-Dade County Diversion Program, pursuant to Implementing Order of the Board of County Commissioners, provided the civil violation notice is issued for the violation of an ordinance listed in the table below, which may be amended from time to time.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

Code Section	Description of Violation
7-3	Swimming or fishing from prohibited road bridges
8A-172	Conducting business without a local business tax receipt
8A-276(b)	Failure to display commercial vehicle markings
21-28	Producing loud or excessive noise
21-31.2(b)(1), (2)	Alcohol possession or consumption near a store
21-31.4(B)	Obstructing traffic or aggressively begging
>>21-81(d)<<	>>Any one of the specific misdemeanors

	enumerated in section 21-81(d)<<
26-1	Parks violations

Section 3. Section 8CC-10 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of those sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

Code Section	Description of Violation	Civil Penalty
	* * *	
21-48	Sale and installation of satellite dish antennas to residential customers	500.00
>>21-81(d)<<	>>Any one of the specific misdemeanors enumerated in section 21-81(d)<<	>>100.00<<
21-112	Failure to properly fill an abandon well	100.00
	* * *	

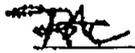
Section 4. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 5. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:



Christopher A. Angell

Prime Sponsor: Commissioner Sally A. Heyman

**INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND**

**FOR THE ENFORCEMENT OF SECTION 8CC OF THE MIAMI-DADE COUNTY
CODE AS IT RELATES TO SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE**

This Interlocal Agreement (“Agreement”) is made and entered this ____ day of _____, _____, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and _____, a Florida municipal corporation (hereafter "MUNICIPALITY").

WITNESSETH

WHEREAS, Section 21-81 of the Code of Miami-Dade County (“Code”) applies to all municipalities in the County and is enforced, in part, through civil penalties under Section 8CC of the Code; and

WHEREAS, municipalities in the County may enforce the provisions of Section 21-81 of the Code, pursuant to Section 8CC-11 upon the adoption by the County and municipalities of an interlocal agreement which contains (1) the sections of the Code which the municipality is entitled to enforce, (2) the job title of the agents of the municipality authorized to perform the enforcement functions, (3) the amount reimbursable to the County for administrative costs, (4) the amount of revenue reimbursable to the municipality from any fine collected, (5) an agreement to indemnify and hold the County harmless from and against any liability, actions or causes of actions related to the municipality’s enforcement, and (6) contain a term not to exceed three (3) years; and

WHEREAS, the parties agree that it is in their mutual best interests and the best interests of the citizens of the COUNTY and the MUNICIPALITY to have the MUNICIPALITY enforce the provisions of Section 21-81 of the Code through Section 8CC,

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from and in compliance with Section 8CC-11 of the Code, the parties covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The MUNICIPALITY is authorized to enforce Section 21-81 of the Code in accordance with the provisions of Section 8CC of the Code, including but not limited to the ability to issue civil violation notices under Section 8CC-10 of the Code for violations of Section 21-81(d)1 through and including 21-81(d)7 of the Code, within its municipal boundaries. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit, supersede, or remove the independent authority of the COUNTY to enforce such provisions.

II. AUTHORIZED AGENTS

All law enforcement officers as defined by Florida State Statute 943.10(1) that are employed by the MUNICIPALITY are authorized by this Agreement to perform the enforcement functions outlined in, and in accordance with, this Agreement.

III. AMOUNT REIMBURSABLE TO MIAMI - DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS

The MUNICIPALITY shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as outlined in Section I above and shall also be responsible for reimbursing the County for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. Such funds shall be payable to Miami-Dade County within thirty (30) days of receipt of an invoice for such services.

IV. AMOUNT OF REVENUE REIMBURSABLE TO THE MUNICIPALITY FROM THE FINE COLLECTED

The CLERK OF COURTS will reimburse on a quarterly basis to the MUNICIPALITY the fines collected from the issuance of civil violation notices for violations of Section 21-81 of the Code as set forth in Section 8CC. Prior to the reimbursement, the CLERK OF COURTS will deduct 17% - 20% from the fines collected for their administrative costs of processing the civil violation notices. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the COUNTY shall keep the entire processing fee paid by the violator.

V. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period the COUNTY and the MUNICIPALITY may enter a new interlocal agreement as required by section 8CC-11 of the Miami-Dade County Code in order for the MUNICIPALITY to continue its enforcement efforts.

VI. MUNICIPALITY INDEMNIFICATION

Subject to the limitations set forth in Section 768.28, F.S., and all applicable laws, the MUNICIPALITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action or damages of any nature whatsoever, arising from the act, omission or performance or failure of performance of the MUNICIPALITY or the MUNICIPALITY's agents, contractors, servants and employees hereunder relative to the enforcement of the provisions of Section 21-81 of the Code pursuant to Section 8CC of the Code. The MUNICIPALITY shall defend the COUNTY in any action including any action in the name of the COUNTY.

VII. DEFAULT

A. Without limitation, the failure by the MUNICIPALITY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “Municipal Default”. If a Municipal Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the MUNICIPALITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give MUNICIPALITY a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Municipal Default unless the COUNTY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the MUNICIPALITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY’s reasonable satisfaction, then it shall be deemed that no Municipal Default shall have occurred under the provisions of this paragraph.

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

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “County Default.” If a County Default should occur, the MUNICIPALITY 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 the COUNTY thereunder are terminated, effective upon such date as is designated by the MUNICIPALITY. Provided, however, that the MUNICIPALITY shall give the COUNTY a period of thirty (30) days after receipt of written notice from the MUNICIPALITY of said default to cure any County Default unless the MUNICIPALITY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the MUNICIPALITY's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

VIII. CANCELLATION

Notwithstanding the above, this agreement may be terminated by either the COUNTY or the MUNICIPALITY upon thirty (30) days written notice.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the MUNICIPALITY 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.

X. ENTIRETY OF 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 both parties hereto and their authorized representatives.

XI. 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.

XII. RIGHTS OF OTHERS

Nothing in this Agreement expressed 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.

XIII. REPRESENTATION OF THE MUNICIPALITY

The MUNICIPALITY represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the MUNICIPALITY or its designee; and (ii) it has the required power and authority to perform this Agreement.

XIV. REPRESENTATION OF COUNTY

The COUNTY represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the COUNTY or its designee; and (ii) the County has the required power and authority to perform this Agreement.

XV. 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.

XVI. INVALIDITY OF PROVISIONS, SEVERABILITY

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

XVII. NOTICE

Notices to MUNICIPALITY provided for herein shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

with copy to:

_____ Attorney

and notices to COUNTY, if sent by Federal Express or certified mail, return receipt requested,

postage prepaid addressed to:

County Mayor
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

with copy to:

County Attorney
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 28th Floor
Miami, FL 33128

Or such other respective address as the parties may designate to each other in writing from time to time.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____
Carlos A. Gimenez
County Mayor

Approved as to form and legal
sufficiency:

Christopher A. Angell
Assistant County Attorney

ATTEST:

_____, a Florida
Municipal Corporation

By: _____

City Clerk

By: _____

Approved as to form and legal
sufficiency:

City Attorney