

City Commission

Susan Gottlieb, Mayor

Zev Auerbach

Bob Diamond

Teri Holzberg

Billy Joel

Michael Stern

Luz Urbáez Weinberg

# The City of Aventura



City Manager

Eric M. Soroka, ICMA-CM

City Clerk

Teresa M. Soroka, MMC

City Attorney

Weiss Serota Helfman

Pastoriza Cole & Boniske

## JANUARY 4, 2011 6 p.m.

Government Center  
19200 West Country Club Drive  
Aventura, Florida 33180

1. **CALL TO ORDER\ROLL CALL**
2. **PLEDGE OF ALLEGIANCE.**
3. **AGENDA:** Request for Deletions/Emergency Additions
4. **SPECIAL PRESENTATIONS:** 10-Year Service Certificate of Appreciation to Employees
5. **CONSENT AGENDA:** Matters included under the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately.
  - A. **APPROVAL OF MINUTES:**  
November 9, 2010 Commission Meeting  
November 18, 2010 Workshop Meeting
  - B. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, PROVIDING FOR THE REAPPOINTMENT BY THE COMMISSION OF MEMBERS TO THE BOARD OF TRUSTEES OF THE POLICE OFFICERS' RETIREMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.**
  - C. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA DECLARING CERTAIN PROPERTY LISTED UNDER THE ASSETS OF THE CITY AS SURPLUS TO THE NEEDS OF THE CITY; DESCRIBING THE MANNER OF DISPOSAL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
  - D. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY**

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

- E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN TERRACES NORTH AT TURNBERRY CONDOMINIUM ASSOCIATION, AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
  
- F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN BISCAYA III CONDOMINIUM ASSOCIATION, INC. AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
  
- G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN VILLA DORADA CONDOMINIUM ASSOCIATION AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
  
- H. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING IN MIAMI-DADE COUNTY BETWEEN THE CITY OF AVENTURA, THE OTHER NON-EXEMPT MUNICIPALITIES IN MIAMI-DADE COUNTY AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR AN AMENDMENT TO PARAGRAPH 9.2(f) OF THE AGREEMENT;**

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

**6. ZONING HEARINGS: None.**

**7. ORDINANCES: FIRST READING–PUBLIC INPUT:**

**8. ORDINANCES: SECOND READING/PUBLIC HEARING:**

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

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

**10. REPORTS**

**11. PUBLIC COMMENTS**

**12. OTHER BUSINESS: None.**

**13. ADJOURNMENT**

**SCHEDULE OF FUTURE MEETINGS/EVENTS**

**WORKSHOP MEETING    JANUARY 20, 2011    9AM    5<sup>TH</sup> FLR.EX.CONF.ROOM**

**COMMISSION MEETING    FEBRUARY 1, 2011    6PM    COMMISSION CHAMBER**

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. Anyone wishing to appeal any decision made by the Aventura City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed at the Office of the City Clerk, City of Aventura Government Center, 19200 W. Country Club Drive, Aventura, Florida, 33180. Anyone wishing to obtain a copy of any agenda item should contact the City Clerk at 305-466-8901.



**MINUTES  
CITY COMMISSION MEETING  
NOVEMBER 9, 2010 6 PM**

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

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

**2. PLEDGE OF ALLEGIANCE:** Led by Harry Holzberg.

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

**4. ADMINISTRATION OF OATH OF OFFICE TO RE-ELECTED MAYOR AND COMMISSIONERS:** City Clerk Teresa M. Soroka administered the oath of office to newly re-elected Commissioners Michael Stern, Billy Joel, Luz Urbaez Weinberg and Mayor Susan Gottlieb.

**5. ELECTION OF VICE MAYOR:** After motion made by Vice Mayor Stern, seconded by Commissioner Weinberg and unanimously passed, Commissioner Bob Diamond was elected Vice Mayor for the next six-month period.

**6. SPECIAL PRESENTATIONS:** Certificate of Appreciation for ten years of service presented to Information Technology Department Director Karen Lanke by City Manager Eric M. Soroka.

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

- A. APPROVAL OF MINUTES:**  
October 5, 2010 Commission Meeting  
October 14, 2010 Workshop Meeting

- B. Resolution No. 2010-55 was adopted as follows:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE CITY OF AVENTURA CODE; AUTHORIZING**

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

- C. **Resolution No. 2010-56** was adopted as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPLY FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT AVAILABLE THROUGH THE MIAMI-DADE COUNTY OFFICE OF GRANTS COORDINATION; TO APPLY FOR, RECEIVE, AND EXPEND \$6,653 IN FEDERAL FUNDS FOR EXPANSION OF THE SCHOOL RESOURCE OFFICER PROJECT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

- D. The following motion was approved:

**MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$56,000 FOR RFID INVENTORY SYSTEM FROM THE POLICE FORFEITURE FUND IN ACCORDANCE WITH CITY MANAGER'S MEMORANDUM**

- E. The following motion was approved:

**MOTION TO APPOINT LEONARD BRENNER, ENID WEISMAN, ALAN LIPS, STANLEY PRICE AND MICHAEL YAVNER TO SERVE AS MEMBERS OF THE CHARTER REVISION COMMISSION EFFECTIVE IMMEDIATELY.**

8. **ZONING HEARINGS: QUASI-JUDICIAL PUBLIC HEARINGS** – Please be advised that the following items on the Commission's agenda are quasi-judicial in nature. If you wish to object or comment upon any of these items, please inform the Mayor when she requests public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further details of the quasi-judicial procedures may be obtained from the Clerk.  
None.

9. **ORDINANCES: FIRST READING/PUBLIC INPUT:** Mr. Wolpin read the following ordinance by title:

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2009-17 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2009/2010 FISCAL YEAR BY REVISING**

**THE 2009/2010 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval was offered by Vice Mayor Diamond and seconded by Commissioner Joel. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote.

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

**AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE CITY OF AVENTURA COMPREHENSIVE PLAN BY AMENDING POLICY 4.19 OF OBJECTIVE 4 OF THE CAPITAL IMPROVEMENTS ELEMENT TO ADOPT BY REFERENCE THE CITY OF AVENTURA 2010/11- 2014/15 CAPITAL IMPROVEMENT PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval was offered by Commissioner Holzberg and seconded by Commissioner Auerbach. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Ordinance No. 2010-13** was enacted.

11. **RESOLUTIONS – PUBLIC HEARING:** None.
12. **REPORTS:** As presented.
13. **PUBLIC COMMENTS:** Raya Elias-Pushett, Krop Sr. High School student.
14. **OTHER BUSINESS:** None.
15. **ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 6:25 p.m.

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

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

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



**MINUTES  
CITY COMMISSION  
WORKSHOP MEETING  
November 18, 2010 9 a.m.**

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

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

- 1. 2011 MEETING SCHEDULE** (City Manager): Mr. Soroka presented the proposed schedule of Commission and Workshop Meetings for 2011.  
**CITY MANAGER SUMMARY:** Consensus to approve, with change in July Workshop meeting to July 21, 2011.
- 2. 21300 BISCAYNE BOULEVARD PROPERTY** (City Manager): Mr. Soroka advised the Commission the City has received several inquiries into this property and requested direction as to whether or not he should open discussions with the interested parties.  
**CITY MANAGER SUMMARY:** Consensus to proceed.
- 3. ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 9:08 a.m.

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

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

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

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

**MEMORANDUM**

TO: City Commission

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

DATE: December 1, 2010

SUBJECT: **Recommendation to Appoint Member to the Police Pension Board of Trustees**

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January 4, 2011 City Commission Meeting Agenda Item 5B

**RECOMMENDATION**

It is recommended that the City Commission adopt the attached Resolution reappointing Alan A. Lips as a member of the Police Pension Board of Trustees.

**BACKGROUND**

The Police Pension Plan Ordinance provides for the City Commission to appoint two (2) legal residents of the City from a list provided by the City Manager to the Police Pension Board of Trustees. Alan served on the Pension Board and resigned to serve on the Charter Revision Commission. It is recommended that he be reappointed to the Board.

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

EMS/act

Attachment

CCO1709-10

RESOLUTION NO. 2011-\_\_

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

**WHEREAS**, Ordinance No. 2004-07 established a Police Officers' Retirement Plan; and

**WHEREAS**, in accordance with the provisions of Ordinance No. 2004-07, and amended by Ordinance 2010-07, two members of the Board of Trustees of the Police Officers' Retirement Plan shall be appointed by the City Commission from a list provided by the City Manager, each of whom shall serve for a term of four years from date of appointment; and

**WHEREAS**, the City Commission wishes to provide for the reappointment of one member to the Police Officers' Retirement Plan due to the expiration of their current term.

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

**Section 1.** The City Commission hereby reappoints Alan Lips to serve as its appointees to the Board of Trustees of the City of Aventura Police Officers' Retirement Plan, for a four-year term from the date of adoption of this resolution.

**Section 2.** This Resolution shall become effective immediately upon its adoption.

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

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

**PASSED AND ADOPTED** this 4<sup>th</sup> day of January, 2011.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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

/tms

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

**MEMORANDUM**

TO: City Commission

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

DATE: December 3, 2010

SUBJECT: **Resolution Declaring Equipment Surplus**

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January 4, 2011 Commission Meeting Agenda Item 5C

**RECOMMENDATION**

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

**BACKGROUND**

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

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

EMS/act

Attachment

CCO1710-10

RESOLUTION NO. 2011-\_\_

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 4th day of January, 2011.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

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

**TO:** Eric M. Soroka, City Manager  
**FROM:** ~~Steven Steinberg, Chief of Police~~  
**DATE:** 3 December 2010  
**SUBJECT:** Surplus Property

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

Attached list consists of 12 Epson TMU 590 Impact Printers. Serial numbers listed on attachment

*12/3/10*

**CITY OF AVENTURA**

**POLICE DEPARTMENT**

**MEMORANDUM**

TO: Chief Steinberg

FROM: Lt. Labombarda 

SUBJECT: Surplus Property

Date: November 30<sup>th</sup>, 2010

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Chief,

Requesting the following items be converted to surplus property for eventual sale or destruction.

Epson TMU 590 Impact Printers – These printers are no longer utilized by our agency for the processing of citations.

Serial Numbers :

ARWG000213	J9SG000769
ARUK001390	ARUK001401
J9SG000768	ARWG000248
J9TG002667	J9TG002762
J9TG002758	J9TG002762
ARUG000195	J9TG002763

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

**MEMORANDUM**

TO: City Commission

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

DATE: December 8, 2010

SUBJECT: **Traffic Control Jurisdiction Agreement – Point East Condominium**

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January 4, 2011 City Commission Meeting Agenda Item 5D

**RECOMMENDATION**

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

**BACKGROUND**

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

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

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

The City will bill the owner \$25.00 per hour for each officer required to perform the traffic enforcement detail when requested by the owner. Whenever possible, traffic complaints made by the occupants of the property will be responded to and handled as a call for service, without charge to the owner.

Memo to City Commission  
Page 2

The program has been received well by the community.

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

EMS/act

Attachment

CCO1712-10

RESOLUTION NO. 2011-\_\_

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

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

**Section 1.** The City Manager is hereby authorized to execute the attached Traffic Control Jurisdiction Agreement between Point East Condominium Corporations 1, 2, 3 and 4, and the City of Aventura.

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

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

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

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

**PASSED AND ADOPTED** this 4<sup>th</sup> day of January, 2011.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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



## TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS AGREEMENT is made and entered into this 6 day of December 2010  
by and between Point East Condominium,  
(the "Owner") and the City of Aventura, Florida, a Florida municipal corporation (the  
"City").

### RECITALS

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

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of Dade County, Florida, and commonly known as Point East Drive  
Leonard Drive  
Marcos Drive  
(the "Private Roads").

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

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

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

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

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

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

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

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

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

3. Compensation.

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_

OWNER:

Corp. 1 *Ira Royce*  
" 2 *Fiona C. Gallo*  
" 3 *Patricia A. Neemes*  
By " 4- *Sally [Signature]*

CITY OF AVENTURA, a Florida  
Municipal corporation

By \_\_\_\_\_

Teresa M. Soroka, MMC  
City Clerk

Eric M. Soroka, ICMA-CM  
City Manager

Approved as to Legal Sufficiency:

---

City Attorney

## **EXHIBIT "A"**

### **Patrol**

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

**EXHIBIT "B"**

**Compensation**

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



# Aventura Police Department

*Internationally Accredited Police Service*

19200 West Country Club Drive • Aventura, Florida 33180

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



Eric M. Soroka  
City Manager

Steven Steinberg  
Chief of Police

17 November 2010

To Whom It May Concern:

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

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

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

Thank you for your understanding and cooperation in this matter.

Sincerely,

  
Steven Steinberg  
Chief of Police

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

**MEMORANDUM**

TO: City Commission

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

DATE: December 8, 2010

SUBJECT: **Traffic Control Jurisdiction Agreement – Terraces North at Turnberry**



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**January 4, 2011 City Commission Meeting Agenda Item 5-E**

**RECOMMENDATION**

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

**BACKGROUND**

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

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

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

The City will bill the owner \$25.00 per hour for each officer required to perform the traffic enforcement detail when requested by the owner. Whenever possible, traffic complaints made by the occupants of the property will be responded to and handled as a call for service, without charge to the owner.

Memo to City Commission  
Page 2

The program has been received well by the community.

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

EMS/act

Attachment

CCO1711-10

RESOLUTION NO. 2011-\_\_

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

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

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

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

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

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

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

**PASSED AND ADOPTED** this 4<sup>th</sup> day of January, 2011.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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



## TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of DEC., 2010  
by and between TERRACES No. At TURNBERRY COND. ASSO. INC.  
(the "Owner") and the City of Aventura, Florida, a Florida municipal corporation (the  
"City").

### RECITALS

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

20191 E. COUNTRY CLUB DRIVE  
AVENTURA, FL 33180

of Dade County, Florida, and commonly known as TERRACES No. At TURNBERRY  
(the "Private Roads").

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

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

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

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

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

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

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

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

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

3. Compensation.

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered  
in the presence of:

Little S. Bodner

Susan S. Flint

ATTEST:

\_\_\_\_\_

OWNER:

TERRACES No. AT TURNBERRY

By

Jerry Kipperman  
JERRY KIPPERMAN, PRES.

CITY OF AVENTURA, a Florida  
Municipal corporation

By \_\_\_\_\_

Teresa M. Soroka, MMC  
City Clerk

Eric M. Soroka, ICMA-CM  
City Manager

Approved as to Legal Sufficiency:

---

City Attorney

## **EXHIBIT "A"**

### **Patrol**

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

**EXHIBIT "B"**

**Compensation**

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

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

**MEMORANDUM**

TO: City Commission

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

DATE: December 10, 2010

SUBJECT: **Traffic Control Jurisdiction Agreement – Biscaya III Condominium Assoc., Inc.**

---

January 4, 2011 City Commission Meeting Agenda Item 5-F

**RECOMMENDATION**

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

**BACKGROUND**

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

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

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

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

Memo to City Commission  
Page 2

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

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

EMS/act

Attachment

CCO1714-10

RESOLUTION NO. 2011-\_\_

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

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

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

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

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

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

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

**PASSED AND ADOPTED** this 4<sup>th</sup> day of January, 2011.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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



## TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of December, 2010 by and between Biscaya III Condo Assn, Inc (the "Owner") and the City of Aventura, Florida, a Florida municipal corporation (the "City").

### RECITALS

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

20400, 20450 & 20500 West Country Club Dr  
Aventura, Fla 33180

of Dade County, Florida, and commonly known as Biscaya III Condo Assn, Inc (the "Private Roads").

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

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

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

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

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

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

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

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

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

3. Compensation.

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered  
In the presence of:

*[Handwritten Signature]*

\_\_\_\_\_

OWNER: *James Ambrose*  
PRESIDENT

Biscaya III CONDO ASSN, INC

By \_\_\_\_\_

CITY OF AVENTURA, a Florida  
Municipal corporation

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

## **EXHIBIT "A"**

### **Patrol**

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

**EXHIBIT "B"**

**Compensation**

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

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

**MEMORANDUM**

TO: City Commission

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

DATE: December 10, 2010

SUBJECT: **Traffic Control Jurisdiction Agreement – Villa Dorada Condominium Association**

---

January 4, 2011 City Commission Meeting Agenda Item 5-6

**RECOMMENDATION**

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

**BACKGROUND**

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

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

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

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

Memo to City Commission  
Page 2

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

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

EMS/act

Attachment

CCO1713-10

RESOLUTION NO. 2011-\_\_

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

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

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

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

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

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

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

**PASSED AND ADOPTED** this 4<sup>th</sup> day of January, 2011.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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



## TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS AGREEMENT is made and entered into this 1 day of DEC, 2010  
by and between VILLA DORADA CONDO ASSOC.,  
(the "Owner") and the City of Aventura, Florida, a Florida municipal corporation (the  
"City").

### RECITALS

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

20250 W COUNTRY CLUB DRIVE  
VILLA DORADA CONDOMINIUM

of Dade County, Florida, and commonly known as VILLA DORADA  
CONDOMINIUM  
(the "Private Roads").

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

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

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

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

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

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

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

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

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

3. Compensation.

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered  
In the presence of:

[Signature]  
[Signature]

OWNER: [Signature]  
VILLA DORADA CONDO

By PRES.

CITY OF AVENTURA, a Florida  
Municipal corporation

ATTEST:  
\_\_\_\_\_

By \_\_\_\_\_

Teresa M. Soroka, MMC  
City Clerk

Eric M. Soroka, ICMA-CM  
City Manager

Approved as to Legal Sufficiency:

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City Attorney

## **EXHIBIT "A"**

### **Patrol**

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

**EXHIBIT "B"**

**Compensation**

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

**CITY OF AVENTURA**

**COMMUNITY DEVELOPMENT DEPARTMENT**

**MEMORANDUM**

TO: City Commission

FROM: Eric M. Soroka, ICM~~A~~-CM  
City Manager

BY: Joanne Carr, AICP  
Community Development Director

DATE: December 8, 2010

SUBJECT: Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County

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**January 4, 2011 City Commission Meeting Agenda Item 5-4**

**RECOMMENDATION**

It is recommended that the City Commission adopt the attached Resolution.

**BACKGROUND**

At its workshop meeting of October 14, 2010, the City Commission reviewed and considered the "optional and non-optional amendments" to the Interlocal Agreement for Public School Facility Planning made between the City and the School Board, along with the County and other non-exempt municipalities. These amendments were offered to the City for inclusion in our Interlocal Agreement under the "most favored nations" clause, as they are contained in a separate agreement between the School Board and the County.

After consideration, the City Commission directed staff to advise the School Board that it wished to amend the Interlocal Agreement to include a paragraph permitting charter schools as a mitigation option for public school concurrency at the discretion of the School Board, but did not wish to include any other of the offered amendments in its agreement. The completed Response Forms sent to the School Board are attached for information.

The attached Amended and Restated Agreement includes the one amendment approved at the workshop meeting relating to charter schools as a mitigation option for public school concurrency.

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# Response Form For Optional Amendments Presented for Consideration for Adoption as First Supplementary Agreement

( Please check the appropriate box(es) for the option(s) selected)

**1 Section 9.2 (a) Capacity Methodology and Formula for Availability**

Add to end of section the requirement to assess effects of geographic areas within one year

**2 Section 9.2 (b) Level of Service Standard**

- Add after paragraph 4 that MDCPS is to Submit Annual Reports by 9/30; and also revise the next paragraph to read that Amendments to LOS standards must follow the amendment provision of the Agreement

**3 Section 9.2 (c) Concurrency Service Areas**

Amend third paragraph to require that amendments to CSA are to be accomplished in accordance with amendment provision of the Agreement

**4 Section 9.2 (d) Student Generation Multipliers**

Amend first paragraph which amends process for developing Student Generation Multipliers and removes requirement of adoption into CDMF

**5 Section 9.2 (f) Proportionate Share Mitigation**

a) Amend paragraph before listing of options to reiterate that proportionate share mitigation must be approved by the School Board

b) Add Charter Schools as mitigation option No. 6, subject to conditions set forth therein

c) Add process to follow in the event there is lack of agreement on option to be used for mitigation and local governments accepting mitigation if the form of money

**6 Section 9.3 Updates to Public School Concurrency**

Amend paragraph two and events 1, 3 and 4, for amending the District Facilities Work Program. Also add to end of section language that explains the actions to be taken when the School Board closes an existing school, or delete, modify, or delay a school facility project planned in the first three years of the Work Plan

**7 Section 22 Taking and Vested Rights**

Add new section that reinforces the fact that nothing in the ILA shall be construed or applied to effect a permanent or temporary taking of private property in violation of the U.S. Constitution or Florida Constitution.

**No optional amendments will be selected for adoption**

Submitted by: \_\_\_\_\_

(Print and sign name of authorized official)

ERIC H. SOROKA  
CITY MANAGER

Date: 10/21/10

Name of Municipality: \_\_\_\_\_

CITY OF AVENTURA

Please return via e-mail to the attention of [irodrigu@dadeschools.net](mailto:irodrigu@dadeschools.net) or by fax to (305) 995-4760

# Response Form

## PROPOSED AMENDMENT No. 1

### AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING IN MIAMI-DADE COUNTY

**Purpose:** To consider whether or not to approve the addition of a new Section (Section 21) related to the required vote on future amendments to the Interlocal Agreement.

**Summary:** Presently the Consensus ILA provides that any amendments to the ILA must be approved by unanimous vote. The language below would, if approved unanimously by all ILA signatories (Municipalities), change that requirement from a unanimous vote of all Municipalities to a 2/3 vote by the Municipalities.

#### Section 21. Amendments

An amendment to this Agreement shall require approval by each City and the School Board, and shall be offered to the County and all other Cities for their consideration as a supplementary agreement. If the amendment to this Agreement affects the uniform district-wide public school concurrency system or otherwise requires the approval of the non-exempt municipalities, it shall become effective only upon the approval of an amendment to this Agreement by the County and School Board and approval of a similar amendment to the Amended and Restated Agreement by two-thirds of the non-exempt municipalities. Notwithstanding the foregoing, all of the nonexempt municipalities must approve the amendment to the Amended and Restated Agreement for it to become effective, unless all non-exempt municipalities have revised the Amended and Restated Agreement to allow for amendments to be approved by two-thirds of the non-exempt municipalities. An amendment shall not be effective until the amendment is fully executed by the applicable parties and, where applicable, all comprehensive plan amendments are effective.

Please indicate your preference by circling the appropriate response

YES In favor of accepting proposed Amendment No. 1, which would add a Section (Section 21) as written above

NO Not in favor of accepting proposed Amendment No. 1. Future amendments would require a unanimous vote of all municipalities

Submitted By: \_\_\_\_\_  
(Print and sign name of authorized official) ERICH. SOROKA  
CITY MANAGER

Date: 10/21/10

Name of Municipality: CITY OF AUSTIN

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

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

**WHEREAS**, the City entered into an Interlocal Agreement for Public School Facility Planning in Miami-Dade County on February 4, 2003 as authorized by Resolution No. 2003-15; and

**WHEREAS**, the City entered into an Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County on January 8, 2008 as authorized by Resolution No. 2008-08; and

**WHEREAS**, Section 18 of the Agreement provides that should the School Board enter into an agreement with another municipality or County, separate or otherwise, which provides more beneficial terms than those agreed to in the Interlocal Agreement, the School Board shall offer the same terms to all other parties to this Agreement; and

**WHEREAS**, the City Commission finds it in the best interests of the citizens of the City to enter into a Supplemental Agreement amending the Interlocal Agreement to include one of the provisions that is included in a separate agreement made between the School Board and Miami-Dade County, while rejecting the other provisions of the separate agreement with the County.

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

**Section 1.** The following amendment to Paragraph 9.2(f) of the Amended and Restated Agreement authorized by Resolution No. 2008-08 is hereby approved<sup>1</sup>:

Section 9. Implementation of Public School Concurrency

...

9.2 The School Board, County and Cities agree to the following principles for public school concurrency in Miami-Dade County:

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<sup>1</sup> Underlined text indicates additions to existing language in the Agreement.

...  
(f) *Proportionate Share Mitigation*: The School Board shall establish with the District Facilities Work Program the following standards for the application of proportionate share mitigation:

...  
Options for providing proportionate share mitigation for any approval of additional residential dwelling units that triggers a failure to meet the Level of Service Standard for public school capacity will be specified in the County’s and Cities’ Public School Facilities Elements. Proportionate share mitigation must be acceptable to the School Board. Options shall include the following:

...  
6. Charter Schools – Charter Schools may be considered as a mitigation option only at the sole discretion of the School Board. Criteria associated with this option shall be developed by the School Board.

**Section 2.** The City Commission is not in favor of accepting “Proposed Amendment No. 1” to the Amended and Restated Interlocal Agreement which would change the current and existing requirement of a unanimous vote of all Agreement signatories to a two-thirds vote of the municipalities.

**Section 3.** The City Manager is hereby authorized, on behalf of the City, to execute the Amended and Restated Interlocal Agreement, in substantially the form which is attached hereto, and is authorized to do all things necessary to carry out the aims of this Resolution and of the Amended and Restated Interlocal Agreement.

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

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

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

**PASSED AND ADOPTED** this 4th day of January, 2011.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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

This Resolution was filed in the Office of the City Clerk this \_\_\_\_ day of January, 2011.

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

**FIRST SUPPLEMENTAL AGREEMENT TO AMENDED AND RESTATED  
INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING IN  
MIAMI-DADE COUNTY**

This First Supplemental Agreement (hereinafter referred to as the "Supplemental Agreement") to the Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County (hereinafter referred to as the "Agreement") is entered into between the School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "School Board"), and one or more of the following local governments in Miami-Dade County, whose joinder in the Supplemental Agreement is indicated by their execution hereof: The Cities of the City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of El Portal, City of Florida City, City of Homestead, Village of Key Biscayne, City of Miami, City of Miami Beach, 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 Miami Gardens, City of Opa Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater and the City of West Miami (hereinafter collectively referred to as "Cities")

**RECITALS**

WHEREAS the Cities and School Board have entered in to the Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County; and

WHEREAS, the County and School Board have entered into the Interlocal Agreement for Public School Facility Planning in Miami-Dade County (the "County Agreement"); and

WHEREAS, Section 17 of the Agreement provides that the School Board may enter into Supplementary Agreements with individual municipalities to address individual circumstances; and

WHEREAS, Section 18 of the Agreement provides that should the School Board enter into an agreement with another municipality or County, separate or otherwise, which provides more beneficial terms than those agreed to in the Interlocal Agreement, the School Board shall offer the same terms to all other parties to the Interlocal Agreement; and

WHEREAS, the School Board and certain municipalities desire to enter into this Supplemental Agreement, addressing certain non-substantive matters from the County Agreement on which the parties have reached agreement.

**AGREEMENT**

NOW THEREFORE be it mutually agreed between the School Board and the Cities that the Agreement is modified to provide for the following amendment in underlined text:

1. Section 9. Implementation of Public School Concurrency

...

9.2 The School Board, County and Cities agree to the following principles for public school concurrency in Miami-Dade County:

...

(f) *Proportionate Share Mitigation*: The School Board shall establish with the District Facilities Work Program the following standards for the application of proportionate share mitigation:

...

Options for providing proportionate share mitigation for any approval of additional residential dwelling units that triggers a failure to meet the Level of Service Standard for public school capacity will be specified in the County's and Cities' Public School Facilities Elements. Proportionate share mitigation must be acceptable to the School Board. Options shall include the following:

...

6. Charter Schools – Charter Schools may be considered as a mitigation option only at the sole discretion of the School Board. Criteria associated with this option shall be developed by the School Board.

2. All other provisions of the Amended and Restated Interlocal Agreement entered into by the City of Aventura on January 8, 2008 under authority of Resolution No. 2008-08 are incorporated herein by reference to the extent not inconsistent herewith.

IN WITNESS WHEREOF this Interlocal Agreement has been executed by and on behalf of the School Board of Miami-Dade County, Florida and the City of Aventura, this \_\_\_\_ day of \_\_\_\_\_, 2011.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY

Attest: \_\_\_\_\_

\_\_\_\_\_, Chair

Attest: \_\_\_\_\_

\_\_\_\_\_, Secretary

Approved as to form:

\_\_\_\_\_  
School Board Attorney

THE CITY OF AVENTURA

\_\_\_\_\_  
Eric M. Soroka, ICMA-CM, City Manager

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

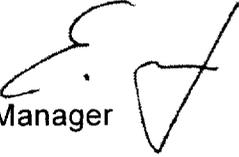
Approved as to form:

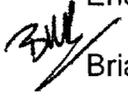
\_\_\_\_\_  
David M. Wolpin, Esq. City Attorney

**CITY OF AVENTURA**  
**FINANCE DEPARTMENT**

**MEMORANDUM**

TO: City Commission

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

BY:  Brian K. Raducci, Finance Director

DATE: November 4, 2010

SUBJECT: **End of Year Budget Amending Ordinance – FY 2009/10**

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1<sup>st</sup> Reading November 9, 2010 City Commission Meeting Agenda Item 9  
2<sup>nd</sup> Reading January 4, 2011 City Commission Meeting Agenda Item 8

**RECOMMENDATION**

It is recommended that the City Commission approve the attached ordinance amending the FY 2009/10 budget.

**BACKGROUND**

As you are aware, the Finance Department is preparing the City's official books and records for the upcoming FY 2009/10 year-end audit. Now that most of our year-end adjustments have been posted, we have the necessary information to formally amend the FY 2009/10 budget. This "clean up" amendment is a normal part of our year-end fiscal operations and is prepared to ensure that the "final" adopted budget contains sufficient appropriations to satisfy all actual expenditures.

This Ordinance will appear on the November 2010 and January 2011 agendas to comply with, Section 166.241 (3) of the Florida Statutes. Although this section requires all budget amendments be made "within up to 60 days following the end of the fiscal year," we will be unable to have the ordinance on second reading until January 2011 as there is no December meeting. This process is consistent with the City's past practice as the Ordinance will appear on first reading prior to the November 29, 2010 deadline.

We are only required to amend budgets when a Department's total budget has been exceeded. In all cases, we will only amend the specific expenditure accounts that are primarily responsible for the amendment and in some cases, associated revenues may be increased to justify the overage in expenditures. Listed below is a summary of the amendments by fund, department and the circumstances that support each recommendation.

**General Fund – (001) – \$2,495,660 (net increase)**

**Public Safety (2001) – \$319,000**

**1401 – Overtime**

Requires a budget amendment of approximately \$35,000 due to operational needs of the Department. This overage will be offset by a corresponding decrease of \$35,000 in the General Fund Capital Reserve (6999) budgeted funds.

**2201 – Pension**

Requires a budget amendment primarily due to an overage of approximately \$284,000 in Pension-related costs. The overage described above is offset by \$284,000 in Section 185 Premium Tax revenue (3125200) which is required to be deposited into the appropriate Police Officers' Retirement Trust Fund as provided in §185.11, Florida Statutes. Previously, the additional pension-related cost and revenue were simply netted against each other for Financial Statement Purposes. Our auditors recently recommended that these amounts be presented at gross to better reflect the full cost of the Pension Plan, thus necessitating the above amendment.

---

**Community Development (4001) – \$795,000**

**3101 – Building Inspection Services**

Requires a budget amendment primarily due an overage of approximately \$420,000 in Building Inspection Services due to higher than anticipated activity experienced during the year. This overage will be offset by \$420,000 in additional Building Permit revenue (3221000).

**3190 – Prof. Services**

Requires a budget amendment primarily due an overage of approximately \$375,000 in Intersection Safety Camera Program processing costs due to higher than anticipated activity experienced during the year. This overage will be offset by \$375,000 in additional Intersection Safety Camera Program revenue (3542000).

---

**Non-Departmental – Transfers (9001) – \$1,416,660**

**9118 – Transfer to Charter School Fund**

Requires a budget amendment due to the planned transfer of \$100,000 of the City's Intersection Safety Camera Program Revenue to the Charter School Fund to assist with funding the Charter School Fund. This overage will be offset by \$100,000 in additional Intersection Safety Camera Program revenue (3542000).

**9123 – Transfer to Debt Service Fund – 1999**

Requires a budget amendment due to the transfer of \$520,000 to the Debt Service Fund – 1999 to effectuate the refinancing of this instrument in September 2010. This amount represents a timing difference of when the principal payment is budgeted vs. recognized. Although these funds were “originally” scheduled to paid in April of 2011 and were “originally” budgeted in the 2010/11 budget, the Bank required said funds to be escrowed as part of the refinancing arrangement. Although this overage will be “temporarily” funded by a corresponding increase of

\$520,000 in the General Fund Carryover (3999000) budgeted amount, it will be offset by a budgetary savings (of the same amount) in the 2010/11 budget.

**9124 – Transfer to Debt Service Fund – 2000**

Requires a budget amendment of \$121,660 due to the transfer of cash from the General Fund in FY 2003 to offset negative cash (at the time) in the 2000 Loan Debt Service Fund. This transfer of cash was inadvertently recorded as a loan from the General Fund when in fact it should have been recorded as a transfer since all revenue (with the exception of interest income) coming into this Fund comes directly from the General Fund. This overage will be offset by a corresponding increase of \$121,660 in the General Fund Carryover (3999000) budgeted amount.

**9170 – Transfer to Cultural Center Con. Fund**

Requires a budget amendment due to the planned transfer of \$675,000 of the City's Carryover to the Arts & Cultural Center Construction Fund to assist with funding the construction of the Arts & Cultural Center facility. This overage will be offset by a corresponding increase of \$675,000 in the General Fund Carryover (3999000) budgeted amount.

---

**Capital Outlay – (- \$35,000) "Reallocation"**

**Community Services (8050) 6205 – Government Center Improvements**

Requires a budget amendment of \$210,000 due to the decision to replace both chillers at the Government Center simultaneously rather than one in FY 2009/10 and the other in FY 2010/11 as originally planned and budgeted. This decision was based on the recommendation of our consulting engineers to ensure that both Chillers would be installed by the same company, have the same warranty and be eligible for an FPL rebate.

**Non-Departmental (8090) 6999 – Capital Reserve**

The overage described above related to the Chillers as well as the Overtime under Public Safety will be offset by a corresponding decrease of \$245,000 in the General Fund Capital Reserve (6999) budgeted funds.

---

**Park Development Fund – (170) – \$0 Net Change**

**7001 - Transfer to Arts Center Construction Fund – \$300,000 "Reallocation"**

Requires a budget amendment due to the planned transfer of funds to the Arts & Cultural Center Construction Fund to assist with funding the Park-related Improvements at the Arts & Cultural Center facility. This overage will be offset by reappropriating the budgetary savings of \$97,098 in the Veterans Park Modification (6206) and the \$202,902 budgeted Capital Reserve (6999).

---

**F M L C 1999 Debt Service Fund – (230) – \$10,905,000**

*The following budget amendment is due to the refinancing of the original 1999 F M L C Loan with a Bank of America Bank Loan in September of 2010. You will recall that this transaction resulted in a more than \$1.1M NPV savings over the life of the loan.*

0100 – Payment to Refund Bond Escrow

Requires a budget amendment in the amount of \$10,321,560 due to the planned refinancing in September 2010 of the original 1999 loan. This overage will be offset by the receipt of \$10,385,000 in new debt proceeds (3850100).

7130 – Principal

Requires a budget amendment of \$520,000 due to the Bank's requirement to escrow the April 1, 2011 Principal payment in September 2010. This overage will be offset by a Transfer from the General Fund, (see related explanation under 9123 – Transfer to Debt Service Fund – 1999).

7330 – Other Debt Service Costs

Requires a budget amendment of \$63,440 due to the payment of closing costs associated with the refinancing. This overage will be offset by the receipt of new debt proceeds (3850100).

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**Capital Construction Fund – Arts & Cultural Center Construction – (391) – \$3,840,174**

*The following budget amendment is primarily due to the "nature, timing and recognition" of revenues and expenditures as it relates to the construction of the Arts & Cultural Center facility. The budget for this capital project fund was originally adopted in FY 2008/09, whereas the actual revenue and expenditures were received and incurred, respectively in both FY 2008/09 and FY 2009/10. The primary effect of this amendment will be to reappropriate revenues and expenditures so that the related budgets appear in the same fiscal year as when they were actually recognized/incurred.*

6308 – Arts & Cultural Ctr. Construction – \$3,840,174

Requires a budget amendment to primarily reappropriate expenditures due to the "nature, timing and recognition" of such expenditures as compared to the budget as described above.

The reappropriation of budgeted expenditures will be covered by a combination of a reappropriation and transfer of the following revenue sources:

- The reappropriation of \$2,053,195 in Arts & Cultural Center Intergovernmental Revenues (County GOB funds that were budgeted in the prior year but received in the current year).
- A transfer from the General Fund in the amount of \$675,000 from the City's General Fund Carryover as explained under General Fund Non-Departmental – Transfers.
- A transfer from the Park Development Fund in the amount of \$300,000 as explained under the Park Development Fund.
- The reappropriation of \$811,979 in Arts & Cultural Center Capital Construction Fund Carryover.

The budget amendments outlined above, are expected to have little to no impact on the FY 2009/10 overall budget or carryover that was utilized in the preparation of the FY 2010/11 budget. Based on this analysis, I recommend approval of the attached Ordinance.

**ORDINANCE NO. 2011-\_\_**

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

**WHEREAS**, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the City 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 2009/2010 Operating and Capital Budget 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. 2009-17, which Ordinance adopted a budget for the 2009/2010 fiscal year, by revising the 2009/2010 budget as set forth on the attached Exhibit "A" which exhibits are 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 and shall be applicable retroactively from and after October 1, 2009.

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 Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Luz Urbaez Weinberg	_____
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 Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Luz Urbaez Weinberg	_____
Mayor Susan Gottlieb	_____

**PASSED AND ADOPTED** on first reading this 9<sup>th</sup> day of November, 2010

**PASSED AND ADOPTED** on second reading this \_\_\_\_ day of January, 2011.

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

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

APPROVED AS TO LEGAL SUFFICIENCY:

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

CITY OF AVENTURA  
GENERAL FUND 001  
FY 2009/10 BUDGET AMENDMENT

REVENUES

OBJECT CODE NO.	CATEGORY	2009/10 ADOPTED AMOUNT	2009/10 AMENDED AMOUNT	2009/10 REVISED BUDGET
3125200	Section 185 Premium Tax	\$ -	\$ 284,000	\$ 284,000
3221000	Building Permits	700,000	420,000	1,120,000
3542000	Red Light Violations	400,000	475,000	875,000
3999000	Carryover	16,903,374	1,316,660	18,220,034
	Total Revenue	<u>\$ 18,003,374</u>	<u>\$ 2,495,660</u>	<u>\$ 20,499,034</u>

TOTAL AMENDMENTS - REVENUE

\$ 2,495,660

EXPENDITURES

OBJECT CODE NO.	CATEGORY	2009/10 ADOPTED AMOUNT	2009/10 AMENDED AMOUNT	2009/10 REVISED BUDGET
	<b>PUBLIC SAFETY (2001)</b>			
	<b><u>PERSONAL SERVICES</u></b>			
1401	Overtime	\$ 515,000	\$ 35,000	\$ 550,000
2201	Pension	1,416,766	284,000	1,700,766
	Total Public Safety	<u>\$ 1,931,766</u>	<u>\$ 319,000</u>	<u>\$ 2,250,766</u>
	<b>COMMUNITY DEVELOPMENT (4001)</b>			
	<b><u>CONTRACTUAL SERVICES</u></b>			
3101	Building Inspection Services	\$ 480,000	\$ 420,000	\$ 900,000
3190	Prof. Services	200,000	375,000	575,000
	Total Community Development	<u>\$ 680,000</u>	<u>\$ 795,000</u>	<u>\$ 1,475,000</u>
	<b>NON-DEPARTMENTAL - TRANSFERS (9001)</b>			
	<b><u>TRANSFERS</u></b>			
9118	Transfer to Charter School Fund	\$ -	\$ 100,000	\$ 100,000
9123	Transfer to Debt Service Fund - 1999	1,347,459	520,000	1,867,459
9124	Transfer to Debt Service Fund - 2000	507,046	121,660	628,706
9170	Transfer to Cultural Center Con. Fund	-	675,000	675,000
	Total Transfers	<u>\$ 1,854,505</u>	<u>\$ 1,416,660</u>	<u>\$ 3,271,165</u>
	<b>CAPITAL OUTLAY - (80XX)</b>			
	<b><u>Community Services - 50-539</u></b>			
6205	Government Center Improvements	\$ 165,000	\$ 210,000	\$ 375,000
	<b><u>Non-Departmental - 90-590</u></b>			
6999	Capital Reserve	16,130,016	(245,000)	15,885,016
	Total Capital Outlay	<u>\$ 16,295,016</u>	<u>\$ (35,000)</u>	<u>\$ 16,260,016</u>

TOTAL AMENDMENTS - EXPENDITURES

\$ 2,495,660

CITY OF AVENTURA  
**PARK DEVELOPMENT FUND 170**  
 FY 2009/10 BUDGET AMENDMENT

**EXPENDITURES**

OBJECT CODE NO.	CATEGORY	2009/10 ADOPTED AMOUNT	2009/10 AMENDED AMOUNT	2009/10 REVISED BUDGET
	<b>CAPITAL OUTLAY</b>			
6206	Veterans Park Modifications	\$ 288,028	\$ (97,098)	\$ 190,930
6999	Capital Reserve	202,902	(202,902)	-
	Total Capital Outlay	\$ 490,930	\$ (300,000)	\$ 190,930
	<b>TRANSFERS</b>			
7001	Transfer to Arts Center Con. Fund	\$ -	\$ 300,000	\$ 300,000
	Total Transfers	\$ -	\$ 300,000	\$ 300,000
	<b>TOTAL AMENDMENTS - EXPENDITURES</b>		\$ -	

CITY OF AVENTURA  
**F M L C 1999 DEBT SERVICE FUND 230**  
 FY 2009/10 BUDGET AMENDMENT

**REVENUES**

OBJECT CODE NO.	CATEGORY	2009/10 ADOPTED AMOUNT	2009/10 AMENDED AMOUNT	2009/10 REVISED BUDGET
3811001	Transfer from General Fund	\$ 1,347,459	\$ 520,000	\$ 1,867,459
3850100	Debt Proceeds from Refunding	-	10,385,000	10,385,000
	Total	\$ 1,347,459	\$ 10,905,000	\$ 12,252,459
	<b>TOTAL AMENDMENTS - REVENUE</b>		\$ 10,905,000	

**EXPENDITURES**

OBJECT CODE NO.	CATEGORY	2009/10 ADOPTED AMOUNT	2009/10 AMENDED AMOUNT	2009/10 REVISED BUDGET
	<b>DEBT SERVICE</b>			
	<b>Non-Departmental - 590</b>			
0100	Payment to Refund Bond Escrow	\$ -	\$ 10,321,560	\$ 10,321,560
7130	Principal	515,000	520,000	1,035,000
7330	Other Debt Service Costs	20,000	63,440	83,440
	Total	\$ 535,000	\$ 10,905,000	\$ 11,440,000
	<b>TOTAL AMENDMENTS - EXPENDITURES</b>		\$ 10,905,000	

CITY OF AVENTURA  
**ARTS & CULTURAL CENTER CONSTRUCTION FUND 391**  
**FY 2009/10 BUDGET AMENDMENT**

**REVENUES**

OBJECT CODE NO.	CATEGORY	2009/10 ADOPTED AMOUNT	2009/10 AMENDED AMOUNT	2009/10 REVISED BUDGET
3383800	Intergovernmental Revenue	\$ -	\$ 2,053,195	\$ 2,053,195
3811001	Transfer from General Fund	-	675,000	675,000
3819117	Transfer from Park Dev. Fund	-	300,000	300,000
3990000	Carryover	864,859	811,979	1,676,838
	Total Revenue	<u>\$ 864,859</u>	<u>\$ 3,840,174</u>	<u>\$ 4,705,033</u>

TOTAL AMENDMENTS - REVENUE

\$ 3,840,174

**EXPENDITURES**

OBJECT CODE NO.	CATEGORY	2009/10 ADOPTED AMOUNT	2009/10 AMENDED AMOUNT	2009/10 REVISED BUDGET
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CAPITAL OUTLAY

Arts Center 70-575

6308 Arts & Cultural Ctr. Construction

	<u>\$ 864,859</u>		<u>\$ 3,840,174</u>		<u>\$ 4,705,033</u>
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TOTAL AMENDMENTS - EXPENDITURES

\$ 3,840,174