

City Commission
Susan Gottlieb, Mayor

Enbar Cohen
Teri Holzberg
Billy Joel
Michael Stern
Howard Weinberg
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

NOVEMBER 13, 2012 6 pm

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. ELECTION OF VICE MAYOR**
- 5. SPECIAL PRESENTATIONS: EMPLOYEE SERVICE AWARDS
SPECIAL RECOGNITION – POLICE DEPT.
LEED CERTIFICATE PRESENTATION**
- 6. 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:**
October 2, 2012 Commission Meeting
October 29, 2012 Commission Special Meeting
 - B. 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.**
 - C. 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; TO APPLY FOR, RECEIVE, AND EXPEND \$4,123 IN FEDERAL FUNDS FOR 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. 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.

- 7. 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.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL TO ALLOW THE SALE OF WINE AND BEER AT A COCKTAIL LOUNGE WITHIN SICILIAN OVEN RESTAURANT LOCATED AT 20475 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

- 8. ORDINANCES: FIRST READING—PUBLIC INPUT:**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2011-08 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2011/2012 FISCAL YEAR BY REVISING THE 2011/2012 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. ORDINANCES – SECOND READING – PUBLIC HEARING: None**

10. RESOLUTIONS – PUBLIC HEARING: None.

11. REPORTS

12. PUBLIC COMMENTS

13. OTHER BUSINESS: None.

14. ADJOURNMENT

FUTURE MEETINGS

COMMISSION MEETING JANUARY 8, 2013 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 and may participate at the meeting. Anyone wishing to appeal any decision made by the Aventura City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed at the Office of the City Clerk, City of Aventura Government Center, 19200 W. Country Club Drive, Aventura, Florida, 33180. Anyone wishing to obtain a copy of any agenda item should contact the City Clerk at 305-466-8901.



**MINUTES
CITY COMMISSION MEETING
OCTOBER 2, 2012 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, Billy Joel, Michael Stern, Luz Urbacz Weinberg, Vice Mayor Teri Holzberg, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

2. PLEDGE OF ALLEGIANCE: Led by Commissioners Auerbach and Diamond.

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

4. SPECIAL PRESENTATIONS: Moved to be addressed after item 11.

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

A. The following minutes were approved:

September 4, 2012 Commission Meeting
September 11, 2012 Commission 1st Budget Meeting
September 19, 2012 Commission 2nd Budget Meeting
September 20, 2012 Workshop Meeting

B. Resolution No. 2012-40 was adopted as follows:

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

C. The following motion was approved:

MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$26,500 FOR CRIME PREVENTION PROGRAMS, EQUIPMENT AND CRIME PREVENTION SCHOLARSHIP FROM THE POLICE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.

- D. Resolution No. 2012-41 was adopted as follows:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA SELECTING THE FIRM OF CAP GOVERNMENT TO PERFORM BUILDING AND PLAN REVIEW SERVICES IN ACCORDANCE WITH ISQ #12-08-27-2; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS AND FEES FOR SAID SERVICES; AUTHORIZING NEGOTIATIONS WITH AN ALTERNATE FIRM TO PERFORM THE REQUIRED SERVICES SHOULD NEGOTIATIONS WITH SELECTED FIRM BE UNSUCCESSFUL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

- E. The following motion was approved:**

CITY COMMISSION, ACTING IN ITS CAPACITY AS THE GOVERNING BOARD FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL

MOTION TO APPROVE THE ACES SCHOOL IMPROVEMENT PLAN FOR 2012/13

- F. Resolution No. 2012-42 was adopted as follows:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ATTACHED WORK AUTHORIZATION NO. 01-0103-163 FOR PROFESSIONAL DESIGN SERVICES FOR THE COUNTRY CLUB DRIVES (NORTHBOUND) RESURFACING IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF AVENTURA AND CRAVEN THOMPSON AND ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.

- G. Resolution No. 2012-43 was adopted as follows:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AWARDED AND LETTING A TOWING CONTRACT TO PRESTIGE AUTO TRANSPORT TOWING & RECOVERY AND A BACK UP TOWING CONTRACT TO DOWNTOWN TOWING CO.; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mr. Wolpin read the quasi-judicial procedures and ex parte communications, if any, were filed with the City Clerk and then read the following resolution by title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, GRANTING CONDITIONAL USE APPROVAL TO PERMIT AN ELEVEN STORY OR 135 FOOT HIGH RESIDENTIAL BUILDING IN THE MULTIFAMILY MEDIUM DENSITY RESIDENTIAL (RMF3B) ZONING DISTRICT FOR PROPERTY LOCATED AT 3250 NE 188 STREET; PROVIDING AN EFFECTIVE DATE.

City Clerk Teresa M. Soroka administered the oath to those interested parties wishing to offer testimony. Community Development Director Joanne Carr addressed the Commission and entered the staff report into the record. A motion for approval was offered by Commissioner Auerbach and seconded by Commissioner Diamond. Mayor Gottlieb opened the public hearing. The following individuals addressed the Commission: Mrs. Ellington, 3017 NE 207 Terrace; Zvi Leibovici, 21395 Marina Cove Circle.; Hugo Pachens, 3131 NE 188 Street; Ezekiel Zashalom, 20335 W. Country Club Drive. There being no further speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Resolution No. 2012-43** was adopted.

- 7. ORDINANCES: FIRST READING/PUBLIC HEARING:** None.

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

- A. Mr. Wolpin read the following ordinance by title:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA PERTAINING TO USES PERMITTED AND DEVELOPMENT CRITERIA FOR DEVELOPMENT IN THE TOWN CENTER (TC1) ZONING DISTRICT; AMENDING SECTION 31-145(B) "TOWN CENTER ZONING DISTRICTS" OF ARTICLE VII "USE REGULATIONS" OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO PERMIT A LIFESTYLE CENTER USE AS A PERMITTED USE IN THE TOWN CENTER (TC1) DISTRICT; PROVIDING FOR USE, DEVELOPMENT AND DESIGN STANDARDS FOR THE LIFESTYLE CENTER USE; PROVIDING FOR

AMENDMENTS TO THE USES PERMITTED AND PROHIBITED WITHIN THE TOWN CENTER (TC1) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Carr addressed the Commission and explained the ordinance. A motion for approval was offered by Vice Mayor Holzberg and seconded by Commissioner Stern. 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. 2012-14** was enacted.

B. Mr. Wolpin read the following ordinance by title:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CHANGING ALL REFERENCES IN THE CODE FROM "SOUTH FLORIDA BUILDING CODE" TO "FLORIDA BUILDING CODE"; AMENDING SECTION 30-165 "GENERAL PROVISIONS" AND SECTION 30-167 "PROVISIONS FOR FLOOD HAZARD REDUCTION" OF ARTICLE IV "FLOODS" OF CHAPTER 30 "ENVIRONMENT" TO PROVIDE FOR INTERNAL CONSISTENCY AND UPDATED CROSS-REFERENCES; AMENDING ALL REFERENCES IN CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO CHANGE THE REQUIREMENT OF AN "OWNERSHIP AND ENCUMBRANCE REPORT" TO AN "OPINION OF TITLE"; AMENDING SECTION 31-53 "AMENDMENTS TO THE COMPREHENSIVE PLAN" OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO UPDATE A REFERENCE TO THE APPLICABLE SECTION OF THE FLORIDA STATUTES; AMENDING SECTION 31-79 "ADMINISTRATIVE SITE PLAN REVIEW" OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO PROVIDE FOR TIME LIMITS TO COMPLETE THE PHASES OF DEVELOPMENT OF A PHASED SITE PLAN; AMENDING SECTION 31-171 "OFF-STREET PARKING AND LOADING STANDARDS" OF CHAPTER 31 "LAND DEVELOPMENT REGULATIONS" TO UPDATE THE PARKING STALL DIMENSION FIGURE AND TO ADD THE REQUIRED SIZE OF A PARALLEL PARKING SPACE; AMENDING SECTION 31-221, "LANDSCAPING REQUIREMENTS" TO UPDATE MINIMUM LANDSCAPE DESIGN STANDARDS FOR INTERIOR ISLANDS IN PARKING LOTS; AND AMENDING SECTION 31-239, "COMPLIANCE WITH COMPREHENSIVE PLAN" TO UPDATE THE LEVEL OF SERVICE STANDARDS FOR POTABLE WATER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Joel and seconded by Commissioner Weinberg. Ms. Carr addressed the Commission and explained the ordinance. 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. 2012-15** was enacted.

C. Mr. Wolpin read the following ordinance by title:

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

A motion for approval was offered by Commissioner 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 and **Ordinance No. 2012-16** was enacted.

9. RESOLUTIONS – PUBLIC HEARING: None.

10. REPORTS: As presented.

Plaques and Keys to the City were presented to outgoing Commissioners Zev Auerbach and Bob Diamond.

Jan Solomon, representing Florida International University and Mr. & Mrs. Rosenberg (who were in attendance earlier in the meeting) presented the first Gerald and Esther Rosenberg Scholarship to Florida International University to Mirkala Huffman, spouse of City of Aventura Police Officer Mark Huffman.

11. PUBLIC COMMENTS: Jonathan Evans, 7000 Island Blvd.; Bob Burroughs; Elaine Adler, Aventura Marketing Council President; Frida Lapidot; Arthur Barr; Joe Platnick; Rosa Naccaratto, Admirals Port; Enbar Cohen; Howard Weinberg, Parc Central; Gary Pyott; Shera Losos, Krop High School student.

12. OTHER BUSINESS: None.

13. **ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 8:06 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 MEETING
October 29, 2012 4 p.m.

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

1. **CALL TO ORDER/ROLL CALL:** The meeting was called to order at 4 p.m. by Mayor Susan Gottlieb. Present were Commissioners Bob Diamond, Billy Joel, Michael Stern, Luz Urbaez Weinberg (arrived after item 2), Vice Mayor Teri Holzberg, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney Matthew Pearl. Commissioner Zev Auerbach was absent. As a quorum was determined to be present, the meeting commenced.

2. **MOTION:** Mrs. Soroka read the following motion which was offered by Commissioner Joel, seconded by Vice Mayor Holzberg and unanimously passed:

MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$400,000 FOR THE POLICE GARAGE SECURITY PROJECT FROM THE POLICE FEDERAL FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.

3. **RESOLUTION:** Mrs. Soroka read the following resolution by title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDING AND LETTING A BID/CONTRACT FOR BID NO. 13-10-05-2, CITY OF AVENTURA GOVERNMENT CENTER PARKING EXPANSION, TO MUNILLA CONSTRUCTION MANAGEMENT, LLC AT THE BID PRICE OF \$3,876,493; AUTHORIZING THE CITY MANAGER TO EXECUTE ASSOCIATED CONTRACTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR THE APPROPRIATION AND ALLOCATION OF FUNDS FOR SAID BID AWARD; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Diamond and seconded by Commissioner Stern. Rodney Crocker, PGAL representative, addressed the Commission. The motion for approval passed unanimously by roll call vote and **Resolution No. 2012-45** was adopted.

3. **ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 4:25 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.

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: October 4, 2012

SUBJECT: **Resolution Declaring Equipment Surplus**

November 13, 2012 Commission Meeting Agenda Item 6-B

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

RESOLUTION NO. 2012-__

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 Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbàez Weinberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 13 day of November, 2012.

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: 4 October 2012

SUBJECT: Surplus Property

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

1 – Conference table; Asset # 0109

Note: this table is approx. 12 – 14 years old

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

TO: Eric M. Soroka, City Manager

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

DATE: 11 October 2012

SUBJECT: Surplus Property

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

See attached memos from Lt. Mauer regarding surplus Taser equipment.

CITY OF AVENTURA

POLICE DEPARTMENT

MEMORANDUM

TO: Chief Steinberg

FROM: Lt. M. Mauer *M. Mauer*

SUBJECT: Taser Equipment

DATE: October 9, 2012

**Taser Cartridges:
Useable (not expired)**

Box 1 50 cartridges

Box 2 39 cartridges

Box 3 50 cartridges

Total 139 cartridges

Expired cartridges:

Box 4 47 cartridges

Defective cartridges:

Box 5 14 cartridges

Batteries

New batteries: 38 extended batteries
22 flat batteries

153 used batteries

59 holsters

4 USB download kits

2 belt holders for cartridges

CITY OF AVENTURA

POLICE DEPARTMENT

MEMORANDUM

TO: Chief Steinberg

FROM: Lt. M. Mauer

SUBJECT: Taser Equipment

DATE: October 9, 2012

Taser Cartridges: Box1

C410171EH
C4100H735
C410170FM
C4100H676
C4100FXP2
C4100H4NF
C41016YTD
C41017T56
C41016YYF
C410170R1
C4100H4YX
C4100H6EW
C4100H6T9
C410170PF
H08-998441
H09-1406986
H09-1545314
H09-1545444
H09-1406954
H09-1406968
H09-1545159
H09-1545296
H09-1545404
H09-1406974
H09-1406984
H09-1545317
H07-528584

H09-1406971
H09-1545361
H09-1544707
H09-1545247
H09-1406947
H09-1406948
H09-1406997
H06-387643
H06-387500
H09-1545340
H09-1545347
C4100H27P
C4100FXXH
C410170N5
H09-1545412
H09-1545310
H09-1406950
H09-1406962
H09-1545271
H09-1545337
H09-1545330
H09-1545403
H09-1545136

CITY OF AVENTURA

POLICE DEPARTMENT

MEMORANDUM

TO: Chief Steinberg

FROM: Lt. M. Mauer

SUBJECT: Taser Equipment

DATE: October 9, 2012

Taser Cartridges: Box 2 (39)

H09-1545345

H09-1406958

H08-948393

H09-1545357

H09-1407086

H09-1545082

H09-1545278

H09-1406940

H09-1545305

H09-1545030

H09-1545358

H09-1545035

H10-1555319

H09-1545321

H09-1545138

H09-1545374

H09-1545274

H09-1545290

H09-1545272

H09-1545402

H09-1406965

H09-1406957

C4100H4YP

C41017T3C

C4100H8WX

C4100H6AN

C4100H4WD

C4100H67X
C4100H5A2
C4100H0EY
C410017W8P
C4100H8T4
C4100FYHK
C410017RRM
C4100R579
C41017PXM
C4100H6AK
C4100H2RA
C4100H68N

CITY OF AVENTURA

POLICE DEPARTMENT

MEMORANDUM

TO: Chief Steinberg

FROM: Lt. M. Mauer

SUBJECT: Taser Equipment

DATE: October 9, 2012

Taser Cartridges: BOX3 (50)

C4100H592
C4100H5P6
C4100R55C
C4100H695
C4100H5EV
C41017T91
C4100H6V4
C41017KAT
C4106YTK
C4100R54W
C4100H8XK
C4100H78M
C4100H5D6
C41017CCN
C4100H5MY
C4100H6F4
C4100FHPE
C41016YY8
C41017K7T
C41016YM6
C41017CDK
C4101719P
C41017RTD
C41017RPR
C41017T45
C410170ET
C410170EK

C41017T7W
C41016YDC
C41016YF4
C41017030
C410171ED
C410170PD
C41017VYN
C41017T3N
C41016YVF
C410170R6
C41017T8D
C41016YWF
C41017T4W
C41017T39
C41017T1R
C41017T8V
C41016YPT
C410170M3
C41017T48
C410170FK
C41016YWW
C41017RTV
C41017T59

CITY OF AVENTURA

POLICE DEPARTMENT

MEMORANDUM

TO: Chief Steinberg

FROM: Lt. M. Mauer

SUBJECT: Taser Equipment

DATE: October 9, 2012

**Taser Cartridges: Box 4
Expired cartridges**

H05-147122
H05-115661
H07-528545
H06-198115
H06-387615
H06-498129
H06-437518
H06-437474
H06-387671
H06-387661
H06-498122
H06-387624
H07-528541
H06-387627
H06-437546
H04-002120
H06-498136
H07-751462
H07-528600
H04-001506
H10-1555311
H09-1545360
H06-387669
H04-002156
H07-751319
H04-002111

H07-750572
H06-387578
H07-528551
H05-130893
H06-387576
H06-387487
H06-387631
H05-121102
H04-002295
H04-002153
H07-528515
H07-751325
H05-115633
H04-002115
H07-528569
Ho5-115665
H06-437479
H05-150372
H06-387660
H06-498145
Ho7-751318

CITY OF AVENTURA

POLICE DEPARTMENT

MEMORANDUM

TO: Chief Steinberg

FROM: Lt. M. Mauer

SUBJECT: Taser Equipment

DATE: October 9, 2012

**Taser Cartridges: box 5
Defective cartridges**

**H06-498133
H04-002287
H05-115666
C41017T9Y
H09-1545446
H07-750762
C4100H6PP
H05-115625
H07-751328
H09-1544971
H06-387607
H06-437471
C4100H671
H10-1555315**

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

TO: Eric M. Soroka, City Manager

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

DATE: 22 October 2012

SUBJECT: Surplus Property

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

See attached list: 2 bikes that were abandoned property converted to city use some time ago. The bikes have out lived their service life and are requested to be declared surplus and destroyed.



CITY OF AVENTURA

POLICE DEPARTMENT

MEMORANDUM

TO: Chief Steinberg

FROM: Lt. Labombarda

SUBJECT: Surplus Property

Date: October 19, 2012

Chief,

Requesting the following two bicycles be converted to surplus property to be disposed of appropriately.

- (1) Riviera – Versato 14 Speed Mountain Bike**
- (2) Mongoose –XR 35 14 Speed Mountain Bike**

Both bikes are beyond reasonable service life.

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

TO: Eric M. Soroka, City Manager

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

DATE: 30 October 2012

SUBJECT: Surplus Property

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

See attached memos:

Memo dated 25 October 2012: 1 Cabinet
1 Round table

Memo dated 30 October 2012: 6 Bicycles

CITY OF AVENTURA

POLICE DEPARTMENT

MEMORANDUM

TO: Chief Steinberg

FROM: Lt. Labombarda 

SUBJECT: Surplus Property

Date: October 25, 2012

Chief,

Requesting the status of the following items be changed to surplus property so that can be sold, donated or destroyed.

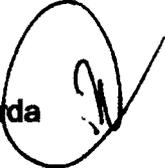
- 1- Four Drawer File Cabinet Inventory Tag 1034
- 2- One 48 Inch Round Table Inventory Tag 1058

CITY OF AVENTURA

POLICE DEPARTMENT

MEMORANDUM

TO: Chief Steinberg

FROM: Lt. Labombarda 

SUBJECT: Request to Surplus Property - Bicycles

Date: October 30, 2012

Chief,

Request to convert the following bicycles to surplus property so they may be sold or discarded as appropriate. These are the original bicycles purchased by the agency and they are no longer utilized.

Make: Caloi
Model: Sigma

<u>Frame Size</u>	<u>Aventur Police Dept. Serial #</u>
1) 21 inch frame w/ rack	APD-001
2) 21 inch frame w/rack	APD-002
3) 19 inch frame w/rack	APD-003
4) 19 inch frame w/rack	APD-004
5) 17 inch frame w/rack	APD-005
6) 17 inch frame w/rack	APD-006

CITY OF AVENTURA

INFORMATION TECHNOLOGY DEPARTMENT

MEMORANDUM

TO: Eric M. Soroka, City Manager
FROM: Karen J. Lanke, Information Technology Director
DATE: November 5, 2012
SUBJECT: Surplus Computer Equipment

I am requesting that the computer equipment listed on the attached spreadsheet be declared surplus property as the equipment no longer meets the needs of the City.

Please let me know if you have any questions regarding this request.

Attachment

**City of Aventura
Computer Equipment Inventory**

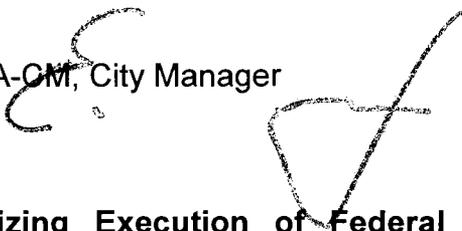
Exhibit A

Brand	Model	Qty	Serial Number	Type
Dell	SLDMX1751675 Dell Black 24V SOP5 W/Bell	1	2489233	Cash Drawer
Dell	Optiplex 745	1	31J9ZC1	Desktop
Dell	Optiplex 745	1	DT232D1	Desktop
Dell	Optiplex 755	1	2T4PYH1	Desktop
Dell	Optiplex 755	1	C5TTCH1	Desktop
Dell	Optiplex 755	1	G5TTCH1	Desktop
Dell	Optiplex 755	1	H5TTCH1	Desktop
Dell	Optiplex 755	1	HGLMGH1	Desktop
Dell	Optiplex 760	1	2TH5WK1	Desktop
Dell	Optiplex 760	1	82S4WK1	Desktop
Dell	Optiplex GX620	1	2RPSWB1	Desktop
Dell	Optiplex GX620	1	3CCS591	Desktop
Dell	Optiplex GX620	1	3T1CNB1	Desktop
Dell	Optiplex GX620	1	4RPSWB1	Desktop
Dell	Optiplex GX620	1	6RPSWB1	Desktop
Dell	Optiplex GX620	1	9RPSWB1	Desktop
Dell	Optiplex GX620	1	FRPSWB1	Desktop
Dell	Latitude D630	1	3HZ82D1	Laptop
Dell	Latitude D630	1	8WJ0WD1	Laptop
Dell	Latitude D630	1	F90NGH1	Laptop
Dell	15" Monitor 1504FP	1	KR03X966476022C2D154	Monitor
HP	Deskjet 6127	1	MY2A31N347	Printer
HP	Deskjet 6127	1	MY3B91N2H9	Printer
HP	HP Color LaserJet 3600n	1	CNTBB68974	Printer
HP	Officejet 6500	1	MY9AM2Y93R	Printer
APC	RS800	6		UPS

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: October 11, 2012

SUBJECT: **Resolution Authorizing Execution of Federal Drug Control and System Improvement Program Grant to Fund School Resource Officer Drug and Crime Prevention Programs**

November 13, 2012 City Commission Meeting Agenda Item 6-C

RECOMMENDATION

It is recommended that the City Commission authorize the execution of the Federal Drug Control and System Improvement Program Grant document to fund the School Resource Officer programs at the Charter School.

BACKGROUND

The City has applied for and received a grant in the amount of \$4,123 to fund various crime prevention programs designed to educate the students and parents of the school.

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

EMS/act

Attachment

CCO1786-12

RESOLUTION NO. 2012-__

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; TO APPLY FOR, RECEIVE, AND EXPEND \$4,123 IN FEDERAL FUNDS FOR 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.

WHEREAS, the City Commission of the City of Aventura desires to accomplish the purpose outlined in the contract attached hereto and incorporated herein by reference.

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

Section 1. The City Manager is authorized to apply for funds in the approximate amount of \$4,123 and execute such contracts and agreements as are required between Miami-Dade County and the City of Aventura to provide for services provided by the Community Drug & Crime Prevention School Resource Officer Program in substantially the form as attached hereto.

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

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

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

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbàez Weinberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 13th day of November, 2012.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

Aventura
FY2013
Contract



miamidade.gov

Management and Budget

Grants Coordination

111 NW 1st Street • 19th Floor

Miami, Florida 33128

T 305-375-4742 F 305-375-4049

October 3, 2012

Chief Steve Steinberg
Aventura Police Department
19200 West Country Club Drive
Aventura, FL 33180

RE: Contract Award FY2013
Edward Byrne Memorial Justice Assistance Grant (JAG)

Dear Chief Steinberg:

We are pleased to provide you with the contract for your program under the Miami-Dade County Edward Byrne Memorial Justice Assistance Grant for FY2013. **The federal funds allocated for your city are \$4,123.**

We are providing you with copies of three original contracts for your program. Each of the three contracts must have the ORIGINAL signatures of the Manager/Mayor and City Clerk, and must have the city seal affixed on the contract signature page. Also, the contracts include several Affidavits which require an ORIGINAL and notarized signature. Upon signing by your city officials, the contracts are to be returned to this office along with the City Council resolution to accept these funds. Our staff will complete the execution process in the County and send you a fully executed contract for your records. Reimbursement for First Quarter expenditures can occur ONLY if the contract is fully signed by the jurisdiction and returned to the Office of Management and Budget with the accompanying council resolution.

In accordance with your communication with this office, it is our understanding that Ms. Shelisa Persaud is the designated contact persons for this project. As such, all routine correspondence and reporting activities throughout the grant year will be directed to her attention. Please notify us immediately if this designation changes.

If you have any questions on this matter, please contact me at (305) 375-2108. We look forward to working with you this year!

Sincerely,

A handwritten signature in black ink, appearing to read "Michaela Doherty".

Michaela Doherty
Project Planner

Enclosures

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this _____ day of _____ 2012, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19th Floor Miami, FL 33128, and the **CITY of AVENTURA** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **School Resource Officer Project**.

WHEREAS, the County has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988, hereinafter referred to as the ACT; and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Contract by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the **School Resource Officer Project** by providing a portion of the federal funds awarded to Miami-Dade County to the **School Resource Officer Project**; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the **School Resource Officer Project** as an allowable activity under the ACT; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its contractual obligations under the aforementioned grant,

NOW, THEREFORE, for and in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$4,123**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2012 through September 30, 2013.**

IV. **CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County; however a **Cash Match is not required for this grant term.**

V. **REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. **Requirements of the Anti-Drug Abuse Act.** The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, as may be amended from time to time, as well as with Chapter 11D-9 of the Florida Administrative Code, and all applicable federal, state and local laws, regulations and policies. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial Justice Assistance Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth. Furthermore, this award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

B. **Supplanting.** The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 11D-9, Florida Administrative Code.

VI. **CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. **PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or

nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

IX. INSURANCE. If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes.

X. LICENSURE AND CERTIFICATION. The Provider shall ensure that all other licensed professionals providing **School Resource Officer** services shall have appropriate licenses, training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

The Provider agrees to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

XI. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County, as may be amended from time to time, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

Nepotism. The Provider will comply with section 112.3135 of the Florida Statutes regarding restrictions on employment of relations.

XII. CIVIL RIGHTS. The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., §2000d as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. §1612, and the Fair Housing Act, 42 U.S.C. §3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

XIII. NOTICES. Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

If to the COUNTY:

Miami-Dade County
Office of Management and Budget
111 NW First St., 19th Floor
Miami, Florida 33128
Attention: Ms. Michaela Doherty

If to the PROVIDER:

Aventura Police Department
19200 W. Country Club Dr.
Aventura, FL 33180
Attention: Ms. Shelisa Persaud

XIV. AUTONOMY. Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

XV. BREACH OF CONTRACT: COUNTY REMEDIES.

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment D); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment D); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a)

request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XVI. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

XVII. PROJECT BUDGET AND PAYMENT PROCEDURES. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed ten percent (10%) of the total budget, without a written amendment, upon written approval of the Department. Variances greater than ten percent (10%) in any approved line item shall require a written amendment signed by both parties.

B. Recapture Funds. At the conclusion of the third quarter and upon submission of the Quarterly Performance Report and Invoice, the County will review the Provider's Year-To-Date expenditures.

1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan with the Third Quarter Report which documents those steps the municipality will take in the Fourth Quarter to fully expend the contract by the end of the program year.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program year, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process, and will notify the Provider in writing of the recapture amount.

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **School Resource Officer Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2. The Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Quarterly Expenditure Report shall be submitted by October 15, 2013 .

D. The Provider agrees to mail all invoices to the address listed above, Section XIII.

E. The County agrees to review invoices and to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

F. No payment of subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.

XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is

already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs, as well as the cost of the proposed equipment and the size of the Provider organization. The Provider shall maintain an adequate property management system. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing any property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Funds under this Contract. Equipment acquired shall be used and managed by the Provider to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of at least five (5) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than five (5) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **School Resource Officer Project** services must reflect:

1. The names of staff providing services as described in Attachment A.
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Contract.

B. Reporting Requirements.

1. Quarterly Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by January 5, April 5, July 5, and October 5, 2013 covering the Contract activity for the previous quarter. The Quarterly Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Management and Budget by January 15, April 15, July 15, and October 15, 2013 covering the expenditures to be reimbursed for the previous quarter. The Quarterly Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Management and Budget during the program year.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Contract. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witness, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, and Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

XX. PROHIBITED USE OF FUNDS.

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.

D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

XXI. MISCELLANEOUS.

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Mayor or Mayor's designee. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

Any alterations, variations, amendments, or other modifications of this Contract, including but not limited to amount payable and effective term, shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

In the event the County determines that a reduction in the Provider's budget is necessary, the County shall notify the Provider in writing within thirty (30) days of said reduction decision.

Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to Miami-Dade County, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment E. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment E without prior written approval of the County.

G. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

H. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

I. Total of Contract/Severability of Provisions. This fourteen (14) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

- Attachment A: Scope of Services
- Attachment B: Budget
- Attachment C: Quarterly Project Performance Report
- Attachment D: Quarterly Expenditure Report
- Attachment E: Miami-Dade County Affidavits
- Attachment E1: Code of Business Ethics
- Attachment E2: Miami-Dade County Debarment Disclosure Affidavit
- Attachment E3: State Public Entities Crime Affidavit
- Attachment F: Provider's Disclosure of Subcontractors and Suppliers

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirement of applicable law.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract, along with all of its Attachments, to be executed by their respective and duly authorized officers, the day and year first above written.

Signature

Title

Name (typed)

ATTEST:

By: _____

By: _____
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
MAYOR

SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report
ATTACHMENT D	Quarterly Expenditure Report
ATTACHMENT E	Miami-Dade County Affidavits
ATTACHMENT E1	Code of Business Ethics
ATTACHMENT E2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHMENT E3	State Public Entities Crime Affidavit
ATTACHMENT F	Provider's Disclosure of Subcontractors and Suppliers

PROGRAM NARRATIVE

Jurisdiction Name: Aventura

Contact Person: Shelisa Persaud

Address: 19200 W. Country Club Dr.
Aventura, FL 33180

Contact Numbers: O 305-466-8965
F (305) 466-2895

Program Area: School Resource Officer

Program Dates: 10/01/12 through 09/30/13

Program Name: AVLET2 (Aventura Learn, Evaluate,
Take Action)

Target Population: School aged children's
Parents

Problem Identification

For the FY2013 grant cycle the Aventura Police propose that the School Resource Officer will continue to offer training to parents of teen students on drug abuse prevention.

Every day 4700 youth under age 18 try marijuana for the first time. Studies have shown that one in five 8th grade students who were surveyed indicated that they had used drugs of some type. In 2003 nearly nine out of ten twelfth graders reported marijuana being accessible by the eighth grade. By the time they finish eighth grade approximately 50 percent report having one drink and 20 percent report having been drunk. One thing remains true in spite of these numbers; a parent's influence on the child can have dramatic results regarding the child's decision to use or continue to use drugs. It is essential that we train parents on what to look for.

Program Description

The training will be broken into three parts and taught during the school year to parents of students of various grade levels. The classes will consist of three topics each one being covered in detail. The three topics are as follows:

Learn – Parents will be learning about the drugs that are out there and their potential for misuse. The parents will be shown various drugs so they can readily identify them. Drug displays and brochures will be used for hands on learning about the types of drugs commonly abused. Methods of obtaining drugs and tactics used to cover up their use will be covered.

Evaluate – Parents will learn how to evaluate if their child is using or experimenting with drugs. The danger signs and the not so obvious signs of potential drug abuse will also be addressed so that parents can make a rational educated evaluation of their child to determine if drugs are being used. This section will cover the appearances of drug abuse and teach parents the physical and evidential signs of drug abuse: such as bloodshot eyes, hyper activity, and obsession with money which are common to abusers of various drugs. This will enable the parent to recognize even the subtle signs of abuse.

Take Action – Will show parents what actions to take in order to prevent drug abuse, how to get the kids talking about potential situations where drugs can be abused and how to evaluate the risks associated with drug abuse; how to talk to your child about your past experiences with drugs and how to explain if you have had a history of drug usage yourself. This is an especially important topic as parents who experimented with drugs are unsure how to explain this to their children in a manner that places the child on the right track. There are talking points and conversation starters that will be shared with parents to assist them in this all important phase of interaction with their child. This program will continue to be offered at our local Schools.

Jurisdiction Name: Aventura

Contact Person: Shelisa Persaud

Address: 19200 W. Country Club Dr.
Aventura, FL 33180

Contact Numbers: O 305-466-8965
F (305) 466-2895

Program Area: School Resource Officer

Program Dates: 10/01/12 through 09/30/13

Program Name: AVLET (Aventura Learn, Evaluate,
Take Action)

Target Population: Parents of School aged
children

Required Activities	Planned Measures	Monitoring Plan
<p>Conduct 12 Drug Prevention classes for parents of school aged students.</p> <p>Provide training to approximately 2000 parents</p> <p>Provide approximately 36 hours of training</p> <p>Purchase equipment and supplies for the project including: printed program materials, laptop computer & program supplies (copy paper, toner, & flash cards), printed workbooks, pens, book marks, key chains & drug id slide charts)</p>	<p>The provider shall be responsible for:</p> <p>Anti-Drug & Drug Prevention Classes to parents of school aged children</p> <p>Video and Multimedia presentations</p> <p>Presentations on various drug prevention topics</p>	<p>The provider is to submit the following documentation to the County in a complete and timely manner:</p> <p>Quarterly Performance Reports</p> <p>Quarterly Expenditure Reports</p> <p>Program Plan and Activity Schedule</p> <p>Meeting announcements, attendance records</p> <p>Participant list and meeting attendance records</p> <p>Copies of invoices for materials purchased</p>

ATTACHMENT B

PROGRAM BUDGET

Jurisdiction Name: AVENTURA

Contact Person: Shelisa Persaud

Program Area: School Resource Officer

O (305) 466-8965 F (305) 466-2895

Program Name: AVLET

Program Dates: 10/01/12 - 09/30/13

CONTRACTUAL SERVICES TOTAL **\$4,123**

Salaries and Benefits, Total **\$0**

Operating Capital Outlay, Total **\$1,500**

Laptop \$1,500

Expenses, Total **\$2,623**

Program supplies (copy paper, toner & card stock) \$123

Program Materials (drug ID book marks, drug ID slide charts, pens & key chains). \$2,500

Total Budget **\$4,123**

*All items include shipping & handling

Miami- Dade County will reimburse an amount not to exceed: **\$4,123**

Edward Byrne Memorial Justice Assistance Grant Program
Drug Control and System Improvement Formula Grant Program

Attachment C

Quarterly Project Performance Report

SCHOOL RESOURCE OFFICER PROJECT
Fiscal Year 2013

Aventura
(City)

(Project Name)

(Name of Person Completing Form)

(Title)

(Phone)

Report Number	Quarterly Period	Report Due Dates
1	October 1 - December 31	January 5
2	January 1 - March 31	April 5
3	April 1 - June 30	July 5
4	July 1 - September 30	October 5

Report Number	Quarterly Period	Report Submission Date

Note: Those questions that are directly related to your program have been highlighted for your convenience. All questions must be answered and explained in the NARRATIVE portion of this report. Any report not received by January 5; April 5; July 5; and/or October 5, will result in the issuance of a "Noncompliance Notice" and a delay or denial of Reimbursement Requests.

FY2013 Quarterly Project Performance Report
School Resource Officer Project
Aventura

Please answer the following questions based on activity that occurred in the previous quarter.

- 1** Total number of individuals who received training
- 2** How many training hours were provided?
- 3** Amount of funds JAG expended on equipment and/or supplies
- 4** Number of equipment/supplies items purchased with JAG funds
- 5** Specify type of equipment/supplies purchased with JAG funds

PROGRAM NARRATIVE

In accordance with FDLE, all projects must include a detailed description of program activities for each quarter. Jurisdictions failing to complete this portion of the report will be "Out of Compliance" in addition to a denial of reimbursement requests.

Edward Byrne Memorial Justice Assistance Grant Program

**SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(To Be Copied on Jurisdiction Letterhead)**

City:	Date of Claim:
Project Name:	Claim Number:
Telephone:	Claim Period:

Name of Person Completing Form: _____

1. Total Federal Budget \$ _____ 2. Amount This Invoice \$ _____
3. Amount of Previous Invoices \$ _____ 4. Remaining Budget Balance \$ _____
- (Subtract lines 2 & 3 from line 1)

Sub Object Code	Budget Categories	Line Item Disallowed	Exceeds Budget	Federal Funds	Category Totals
_____	Salaries & Benefits	_____	_____	_____	_____
_____	Contractual Services	_____	_____	_____	_____
_____	Operating/ Capital Equipment	_____	_____	_____	_____
_____	Expenses	_____	_____	_____	_____
_____	Total Claim	_____	_____	_____	_____

We request payment in accordance with our contract agreement in the amount of 100% of the Total Costs for this Claim \$ _____.

Attached, please find the records which substantiate the above expenditures. I certify that all of the costs have been paid and none of the items have been previously reimbursed. All of the expenditures comply with the authorized budget and fall within the contractual scope of services and all of the goods and services have been received, for which reimbursement is requested.

Respectfully submitted,

Chief of Police/Other City Official

Payment Approved, Miami Dade County

beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

 II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
 Yes No
2. Does your firm provide paid health care benefits for its employees?
 Yes No
3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Asian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Black:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	American Indian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Hispanics:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Aleut (Eskimo):	<input type="checkbox"/> Males	<input type="checkbox"/> Females
_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females:	_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females

 III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

- _____ The firm does not have annual gross revenues in excess of \$5,000,000.
- _____ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W, 1st Avenue, 28th Floor, Miami, Florida 33128.
- _____ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;
- _____ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

___IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

___V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

__VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

__VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

__VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

__IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: _____ (Date)
(Signature of Affiant)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____ He/She is personally

known to me or has presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

Form A-12
Code of Business Ethics

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate document attached to Form A-12.

Compliance with Government Rules and Regulations

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consulting, Vendors, and Suppliers

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law;
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By: _____ (Date)
(Signature of Affiant)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____
200__ by _____. He/She
is personally known to me or has presented _____
(Type of Identification)

as identification.

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129, Section 1)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____
200__ by _____. He/She
is personally known to me or has presented _____
(Type of Identification)
as identification.

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to Miami-Dade County

by _____
(print individual's name and title)

for _____
(print Name of entity submitting sworn statement)

whose business address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

My commission expires _____

(Type of Identification)

(Printed typed or stamped commissioned name of notary public)

JAG/BYRNE GRANT ADMINISTRATION**PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
(Ordinance 97-104)**

Name of Organization: _____ Address: _____

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit the list of first tier subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Contract is for \$100,000 or more.

The Provider must complete this information. If the Provider will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

<u>NAME OF SUBCONTRACTOR OR SUB-CONSULTANT</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
--	----------------	-----------------------

No subcontractors will be used.

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit a list of suppliers who will supply materials for the Scope of Services to the Provider, if this Contract is \$100,000 or more.

The Provider must fill out this information. If the Provider will not use suppliers, the Provider must state "No suppliers will be used", do not state "N/A".

<u>NAME OF SUPPLIER</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
-------------------------	----------------	-----------------------

No suppliers will be used.

I hereby certify that the foregoing information is true, correct and complete:

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____ Fed. ID No. _____

Address: _____ City/ State/Zip: _____

Telephone: () _____ Fax: () _____ E-mail: _____

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: October 24, 2012

SUBJECT: **Resolution Authorizing Execution of Agreement With the State Attorney for Prosecution of Aventura Code Violators**

November 13, 2012 City Commission Meeting Agenda Item 6-D

RECOMMENDATION

It is recommended that the City Commission authorize the execution of an Agreement with the State Attorney's Office for the prosecution of Aventura Code Violations. This is a renewal of the Agreement approved in 2011.

BACKGROUND

The State Legislature amended Section 27.01 Florida Statutes to provide that the State Attorney shall appear in the courts to prosecute violations of municipal ordinances if the prosecution is ancillary to a state prosecution or if the State Attorney has contracted with the municipality for reimbursement for services rendered. The legislators passed similar laws requiring municipalities to pay for the representation of criminal defendants by the public defender's office.

As a result, those cases that a City requests the State Attorney's Office to prosecute will be subject to a charge of \$50.00 per hour each to the State Attorney and Public Defender.

Attached hereto is the subject Agreement which provides the option to the City to utilize the State Attorney's Office.

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

EMS/act
Attachment
CCO1788-12

RESOLUTION NO. 2012-__

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.

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

Section 1. The City Manager is authorized to execute and otherwise enter into that certain Agreement attached hereto 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.

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

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

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

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbàez Weinberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 13th day of November, 2012.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

**AGREEMENT BETWEEN 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
_____ CODE**

This agreement is entered into this _____ day of _____, 2012, by and between City of Aventura, a political subdivision of the State of Florida (hereinafter referred to as the “City”) and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as “State Attorney”).

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City’s Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2012, through September 30, 2013. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II
Terms

This agreement shall expire on September 30, 2013, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the _____.

ARTICLE VI
Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII
Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

ARTICLE VIII
Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants

for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME

City Commission

By: _____
POSITION

By: _____

ATTEST

State Attorney's Office
Eleventh Judicial Circuit

By: _____

By: _____

Don L. Horn
Chief Assistant State Attorney
for Administration

JOB-NUM: J972400
PROGRAM: CJSB838

OFFICE OF THE STATE ATTORNEY - 11TH CIRCUIT
ORDINANCE BILLING REPORT
ORDINANCE CHARGES FILED IN SEP, 2012

DATE: 10/02/2012
REPORT PAGE: 22

INVOICED TO: AVENTURA

PAGE: 1

<u>CASE #</u>	<u>POLICE #</u>	<u>NAME</u>	<u>CHARGE DATE</u>	<u>CHARGE NUMBER</u>	<u>DESCRIPTION</u>
B12039112	12004089	BRUGADA NIGRO	08/15/2012	21-30.01	GRAFFITI/PROHIBITED
CASE COUNT:		1			

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director

DATE: October 22, 2012

SUBJECT: Request of Aventura Eatery LLC for Conditional Use Approval to allow the sale of beer and wine at a cocktail lounge within Sicilian Oven restaurant located at 20475 Biscayne Boulevard, City of Aventura (03-CU-12)

November 13, 2012 City Commission Meeting Agenda Item 7

RECOMMENDATION

It is recommended that the City Commission approve the conditional use application to allow sale of beer and wine at a cocktail bar within the Sicilian Oven restaurant at 20475 Biscayne Boulevard, Aventura, subject to the following conditions:

1. This approval shall be granted exclusively to Aventura Eatery LLC, doing business as Sicilian Oven Restaurant.
2. The use shall be established within twelve (12) months of the date of the approved resolution, or the approval granted herein shall expire, unless extended by motion of the City Commission at the written request of the applicant, provided that the applicant shall file the request for extension within the twelve (12) month period prior to expiration.
3. The sale of wine and beer in the cocktail lounge area shall be terminated in the event that the City Commission determines, after public hearing, that the operation has created a disturbance to the community. A public hearing shall be set if the City Manager finds probable cause to believe that a disturbance has been created by the use, based upon complaints received or based upon the City Manager's observation.

4. The applicant shall comply with the hours of operation allowed to bars and cocktail lounges for sale of alcoholic beverages for consumption on the premises pursuant to Section 4-3(d) of the City Code, which permits sales of wine and beer for consumption on the premises between the hours of 8:00 a.m. and 1:00 a.m. the following day.

THE REQUEST

The applicant, Scott E. Backman for Sicilian Oven Restaurant, is requesting conditional use approval to sell beer and wine in its cocktail bar area within the restaurant in the Promenade Shops plaza at 20475 Biscayne Boulevard, notwithstanding the spacing and distance requirements for the sale and service of alcoholic beverages of Section 4-2 (a) and (b) of the City Code. (See Exhibit #1 for Letter of Intent)

BACKGROUND

OWNER OF PROPERTY	Promventure Limited Partnership
APPLICANT	Scott E. Backman, Attorney for Aventura Eatery, LLC, doing business as Sicilian Oven Restaurant
ADDRESS OF PROPERTY	20475 Biscayne Boulevard, City of Aventura (See Exhibit #2 for Location Map)
SIZE OF PROPERTY:	Approximately 27.76 acres (entire plaza site)
LEGAL DESCRIPTION	Part of Tracts A, B & C, The Promenade Shops, as in Plat Book 133, Page 39 of the Public Records of Miami-Dade County, Florida

Zoning –

Subject Property:	B2	Community Business District
Property to the North:	OP	Office Park District
Property to the South:	RMF3	Multifamily Medium Density Residential
Property to the East:	CF	Community Facilities
Property to the West:	MO	Medical Office District

Existing Land Use –

Subject property:	Retail and Commercial Plaza
Property to the North:	Office
Property to the South:	Residential
Property to the East:	Synagogue and Private School
Property to the West:	Commercial and Office

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

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

The Site - The subject site contains the Promenade Shops retail and commercial plaza bounded by NE 203 Street and NE 207 Street to the south and north and by NE 29 Place and Biscayne Boulevard to the east and west. The restaurant subject of this application has its storefront facing the south interior of the plaza and is not visible from the adjacent public right of way.

The Project - The Sicilian Oven Restaurant has opened in a tenant space in the Promenade Shops. It has 2890 square feet of floor area, with 86 seats at tables in the dining area and 13 seats in a cocktail lounge area. The restaurant and the lounge are permitted uses in the zoning district, which is B2, Community Business District. The restaurant is currently licensed to sell beer and wine in the dining area. It now proposes to sell beer and wine in the cocktail lounge area as well as in the dining area.

Section 4 of the City Code regulates the sale of alcoholic beverages. Sections 4-2 (a) and (b) establish certain spacing and location requirements applicable to businesses selling alcoholic beverages. The Code provides that no premises shall be used for the sale of alcoholic beverages to be consumed on or off premises unless it is located at least 1,500 feet from a place of business having an existing liquor license (and not one of the uses excepted from the spacing requirements) and 2,500 feet from a religious facility or school, unless approved as a conditional use. The Code allows certain exceptions from this conditional use requirement, as detailed in Section 4-2(e) of the Code. Dining rooms in restaurants that serve cooked, full course meals, prepared daily on the premises, are one of the exceptions provided by this Code section. Cocktail lounges in restaurants are also authorized as an exception to this conditional use approval requirement, provided that the restaurant has 200 or more seats at tables, including bars or counters at which full course meals are available and provided that the restaurant has more than 4000 square feet of floor space.

The applicant's tenant space does not meet the minimum number of seats (200 or more required and 99 existing) or the minimum floor area requirement (more than 4000 square feet required and 2890 square feet existing) to qualify for an exception to Section 4-2 of the Code and therefore requires conditional use approval to authorize the sale of wine and beer within the lounge area.

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

ANALYSIS

Consistency with Comprehensive Master Plan – The request is consistent with the City of Aventura Comprehensive Plan. This establishment is located within property with a Business and Office land use designation which permits a full range of sales and service activities.

Citizen Comments – As of the date of writing of this report, the Community Development Department has received no written citizen comments.

Community Development Department Analysis - The applicant is requesting conditional use approval for the sale of beer and wine at a cocktail lounge within a restaurant.

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

The liquor survey submitted by the applicant, attached as Exhibit #3 to this report, shows the following establishments with liquor licenses within 1500 feet, not including establishments that are listed as exceptions in the Code:

- Pilar Restaurant Cocktail Lounge Area 133 feet
- Winn Dixie Liquor Store, 20355 Biscayne Boulevard 442 feet
- Walgreens Pharmacy, 3007 Aventura Boulevard 1,369 feet

The liquor survey shows the following religious facility or school within 2500 feet:

- Aventura Turnberry Jewish Center, NE 203 St & NE 30 Ave 428 feet
- Nier Abraham Bucharian, 2676 NE 204 Terrace 1,441 feet
- Aventura Chabad, 21001 Biscayne Boulevard 1,686 feet
- Beth Torah Adath Toshurn, 20350 NE 26 Avenue 1,953 feet
- Beit David Hiland Lakes Shul, 2600 NE 209 Street 2,052 feet
- Clash Christ Church, 19900 W. Country Club Drive 2,081 feet
- Aventura Waterways K-8 Center, 21101 NE 26 Avenue 2,161 feet

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

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

The proposal does not meet this requirement for exemption.

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

The proposal does not meet this requirement for exemption.

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

The proposal does not meet this requirement for exemption. The restaurant has a total of 99 seats and occupies 2890 square feet of floor space.

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

The proposal does not meet this requirement for exemption.

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

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

Section 4-2 of the City Code provides that an applicant that does not meet any of the requirements for exemption may apply to the City Commission for conditional use approval.

Criteria

According to Section 31-73(c) of the City Code, a conditional use approval application is evaluated using the following criteria:

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

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

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

The request for sale of wine and beer at the cocktail lounge area in the restaurant will not be detrimental to or endanger the public health, safety or general welfare. The restaurant is now permitted to serve wine and beer to its patrons seated at tables in the dining area. If approved, this will expand the area of service of wine and beer to the cocktail lounge area in an existing restaurant space.

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

The request for sale of wine and beer at the cocktail lounge area is consistent with the business community character of the immediate neighborhood. The lounge and restaurant are located in a large retail plaza with other restaurants and retail stores. Although each application for conditional use is unique and evaluated on its own specific merits, there is an existing restaurant in this plaza that received conditional use approval for sale of alcoholic beverages at a cocktail lounge in its restaurant in 2004 and there have been no concerns from the community arising from this approval.

- 4. Utilities, roadway capacity, drainage and other necessary public facilities, including police, fire and emergency services shall exist at the City's adopted levels of service or will be available concurrent with demand as provided for in the requirement of these LDR's.*

The cocktail lounge is located in a restaurant already in operation. All utilities are connected to the establishment. Roadway capacity, drainage and other necessary public facilities exist at the City's adopted levels of service or will be available concurrent with demand as provided for in the Land Development Regulations.

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

The cocktail lounge is located in an existing restaurant in a retail and commercial plaza within existing ingress and egress from Biscayne Boulevard, NE 203 Street, NE 207 Street and NE 205 Street. Adequate measures therefore exist to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets.

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

The establishment of this use will not impede the development of surrounding properties for uses permitted in the zoning district. The tenant space is oriented

to the interior of the plaza and is not visible from adjacent properties. No expansion or alteration of the exterior of the building is proposed.

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

The tenant space for the lounge and restaurant is oriented to the interior of the plaza and setback approximately 600 feet from Biscayne Boulevard and 490 feet from NE 203 Street. There will be no visual impact of the proposed use on adjacent property.

SIEGEL, LIPMAN, DUNAY, SHEPARD & MISKEL, LLP

GARY S. DUNAY
KENNETH W. LIPMAN
BONNIE MISKEL
JONATHAN L. SHEPARD
CARL E. SEIGEL

THE PLAZA SUITE 801
5355 TOWN CENTER ROAD
BOCA RATON, FLORIDA 33486

(561) 368-7700
FAX: (561) 368-9274

WWW.SLDSMLAW.COM

SCOTT BACKMAN
LINDA B. LYMAN

Exhibit #1
03-CU-12

September 5, 2012

Aventure Eatery, LLC
20475 Biscayne Boulevard
Letter of Intent for a Conditional Use Application

Aventura Eatery, LLC ("Petitioner") is currently operating an Italian restaurant, the Sicilian Oven, within the Promenade Shops Shopping Center ("Shopping Center"), which is generally located on the southeast corner of Biscayne Boulevard and NE 207th Street within the City of Aventura ("City"). The Shopping Center is located within the B-2, Community Business, zoning district and is designated Business and Office on the City's Future Land Use Map. The Shopping Center is currently developed with 323,619 square feet of commercial space including a Winn-Dixie grocery and liquor store, a Marshalls, a Home Goods, and a number of other local and national retailers and restaurants.

The Sicilian Oven is an Italian restaurant that provides a new way of Italian dining and has two (2) other locations in Coral Springs and Lighthouse Point. The menu provides a wide selection of flavor combinations using the finest and freshest ingredients at a reasonable price. In conjunction with food sales, Petitioner also serves beer and wine to guests to enjoy with their meals. Petitioner serves guests food at both tables, as well as at a bar in the Sicilian Oven. In accordance with Section 4.2 of the City's Code of Ordinances ("Code"), the sale of beer and wine to patrons seated at tables is permitted by right, but sale of beer and wine over a bar must be approved as a conditional use. Considering the foregoing, Petitioner respectfully requests the following conditional use approval:

Conditional use to serve beer and wine over the bar at the Sicilian Oven Restaurant.

In accordance with Section 31-73(c) of the City's Land Development Regulations ("LDRs"), Petitioner will demonstrate that: (1) the Project is consistent with the Comprehensive Plan; (2) the establishment, maintenance or operation of the Project shall not be detrimental to or endanger the public health, safety, or general welfare; (3) the Project shall be consistent with the community character of the immediate neighborhood of the proposed use; (4) utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire and emergency services, shall exist at the City's adopted levels of service, or will be available concurrent with demand as provided for in the requirements of the LDRs; (5) adequate measures exist or shall be taken to provide ingress and egress to the Project in a manner that minimizes traffic congestion in the public streets; (6) the establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district; and (7) the design of the Project shall minimize adverse effects, including visual impacts, of the Project on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria.

Conditional use to serve beer and wine over the bar at the Sicilian Oven Restaurant.

- (1) The proposed use is consistent with the Comprehensive Plan.

The proposed use is consistent with the Comprehensive Plan. In particular, the proposed use is consistent with Future Land Use Policy 2.2, which establishes the "Business and Office" Future Land Use category and includes full range of sales and service activities.

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

The proposed use will not be detrimental to or endanger the public health, safety or general welfare. As detailed above, the Sicilian Oven Restaurant is operating in an existing Shopping Center and is permitted by right to serve beer and wine to patrons seated at tables. The service of beer and wine over the bar will allow guests to enjoy their meal in a slightly different setting without adversely affecting the public health, safety or general welfare.

- (3) The proposed use shall be consistent with the community character of the immediate neighborhood of the proposed use.

The proposed use is consistent with the community character of the immediate neighborhood. The sale of beer and wine at the bar in the Sicilian Oven Restaurant will be consistent with the business community character of the immediate neighborhood. As detailed above, the Sicilian Oven is located in a Shopping Center that includes other restaurants and retail establishments. At least one (1) other establishment within the Shopping Center has been granted a similar conditional use to serve alcoholic beverages. The proposed use is a family eatery that is already permitted to sell beer and wine at the tables in the establishment. The addition of the sale of beer and wine at the bar will not affect the community character of the immediate neighborhood.

- (4) Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire and emergency services, shall exist at the City's adopted levels of service, or will be available concurrent with demand as provided for in the requirements of the LDRs.

Utilities, roadway capacity, drainage and other necessary public facilities, including police, fire and emergency services, current exist at the City's adopted levels of services. The proposed sale of beer and wine at the bar is proposed to occur at the Sicilian Oven Restaurant, which is already in operation for food and alcohol sales at tables and food sales at the bar. As such, the proposed use will not adversely affect the City's existing utilities, roadway capacity, drainage or other necessary facilities.

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

Adequate measures exist to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets. The existing Sicilian Oven Restaurant is located within the Shopping Center, which already has approved ingress and egress from Biscayne

Boulevard, NE 203rd Street, NE 207th Street and NE 205th Street. These access points provide sufficient ingress and egress to minimize traffic congestion in the public streets.

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

The establishment of the conditional use will not impede the development of surrounding properties for uses permitted in the zoning district. As detailed above, the Sicilian Oven Restaurant is located within an existing Shopping Center. The restaurant space is located such that it faces the interior of the Shopping Center and will not affect the development of surrounding properties.

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

The design of the proposed use will minimize adverse effects, including visual impacts, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria. As described above, the Sicilian Oven Restaurant is located within an existing Shopping Center. The Shopping Center is designed to minimize adverse impacts on adjacent property through the use of landscaping, buffers, setbacks and building orientation. There are no changes proposed to the exterior design of the Shopping Center.

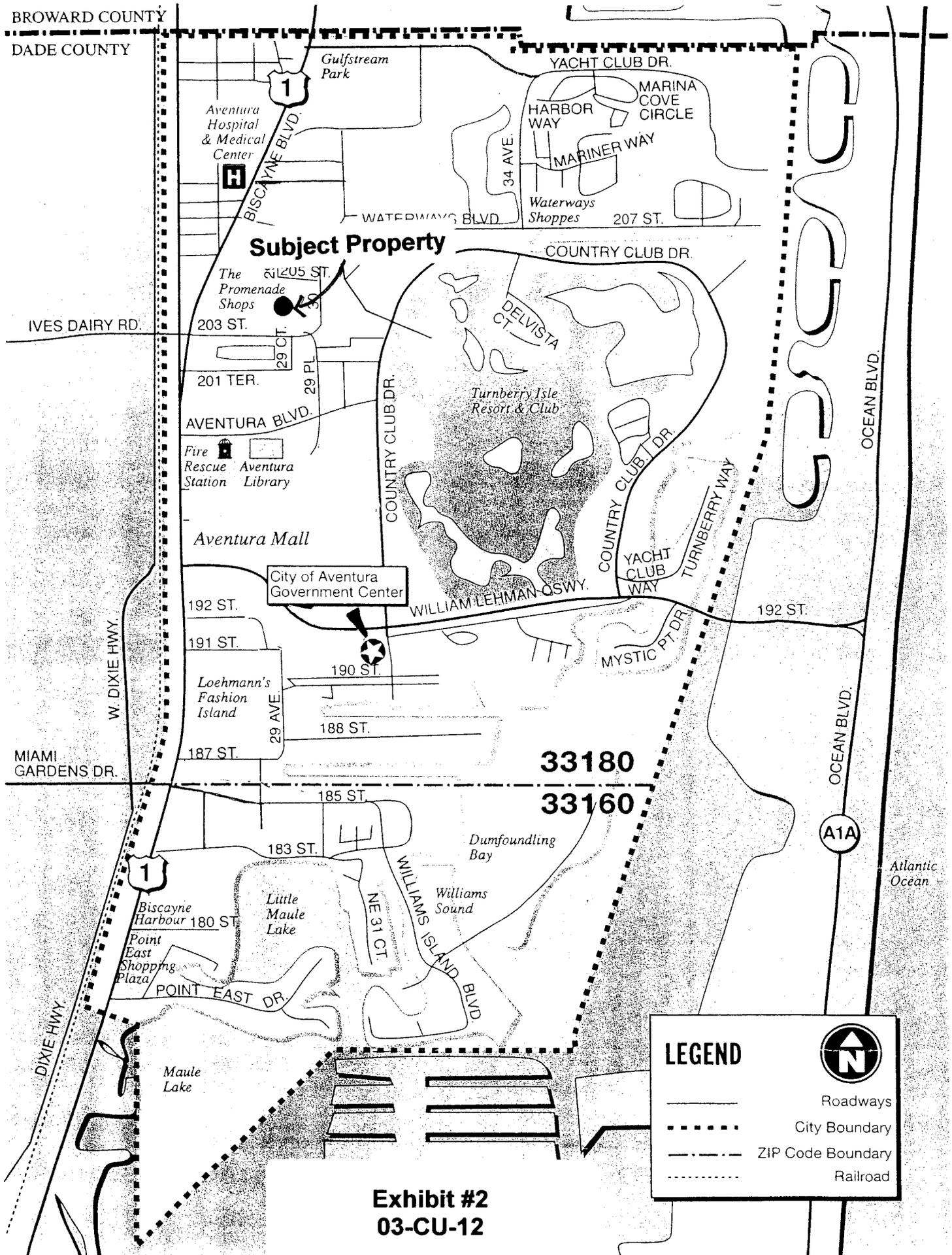
Please do not hesitate to contact me directly at (561) 237-1537 should you require additional information to process this request. Thank you.

Sincerely,



Scott E. Backman, Esq.
Siegel, Lipman, Dunay, Shepard & Miskel, LLP

BROWARD COUNTY
DADE COUNTY



Subject Property

33180
33160

LEGEND

- Roadways
- - - City Boundary
- · - · - ZIP Code Boundary
- - - - Railroad



**Exhibit #2
03-CU-12**



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 24th DAY OF October, 2012.

APPLICANT:

By: [Signature] (Signature)
Name: Scott E. Backman, Esq. (Print)
Title: Attorney (Print)

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

PROPERTY OWNER:

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) Palm Beach

Scott E. Backlund, Esq

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 24 day of Oct, 2012

NOTARY PUBLIC-STATE OF FLORIDA
Ruth McGlynn
Commission # EE128564
Expires: SEP. 13, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary Ruth McGlynn
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 200__

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 200__

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 200__

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



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS _____ DAY OF _____, 200__.

APPLICANT:

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

WITNESS MY HAND THIS _____ DAY OF _____, 200__.

PROPERTY OWNER:

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

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

WITNESS MY HAND THIS 25th DAY OF October, 2012.

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: John Pulice (Print)

Name: _____ (Print)

Title: Surveyor and Mapper (Print)

Title: _____ (Print)

By: [Signature] (Signature)

By: _____ (Signature)

Name: Beth Burns (Print)

Name: _____ (Print)

Title: Surveyor and Mapper (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

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

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

NOTARIZATION PROVISION

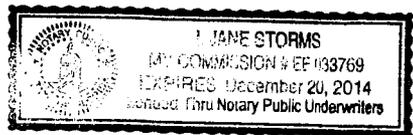
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) Broward

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 25th day of October, 2012

[Signature]
Notary Public State of Florida At Large
Jane Storms



Printed Name of Notary
My commission expires: December 20, 2014

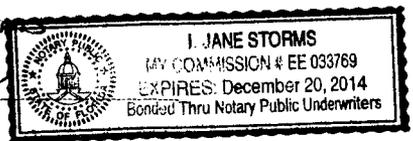
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) Broward

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 25th day of October, 2012

[Signature]
Notary Public State of Florida At Large
Jane Storms



Printed Name of Notary
My commission expires: December 20, 2014

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

_____ AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 200__

_____ Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

_____ AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 200__

_____ Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

RESOLUTION NO. 2012-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL TO ALLOW THE SALE OF WINE AND BEER AT A COCKTAIL LOUNGE WITHIN SICILIAN OVEN RESTAURANT LOCATED AT 20475 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, in accordance with Section 4-2(a) of the Code of Ordinances, the applicant, Scott E. Backman for Aventura Eatery, LLC, doing business as Sicilian Oven Restaurant, through Application No. 03-CU-12 is requesting conditional use approval to allow the sale of wine and beer at a cocktail lounge within Sicilian Oven Restaurant located at 20475 Biscayne Boulevard; and

WHEREAS, following proper notice, the City Commission has held a public hearing as provided by Section 31-73(d) of the Code; and

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

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

Section 1. Application 03-CU-12 for Conditional Use to allow the sale of wine and beer at a cocktail lounge within Sicilian Oven Restaurant in the B2 zoning district is hereby granted exclusively to the Applicant, subject to the conditions set out in this Resolution, on property legally described as Parts of Tracts A, B and C of the Plat of "The Promenade Shops" as recorded in Plat Book 133, Page 39, of the Public Records of Miami-Dade County, more particularly described in Exhibit "A" to this resolution and known as municipal address 20475 Biscayne Boulevard.

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

1. This approval shall be granted exclusively to Aventura Eatery, LLC, doing business as Sicilian Oven Restaurant.
2. The use shall be established within twelve (12) months of the date of this Resolution, or the approval granted herein shall expire, unless extended by motion of the City Commission at the written request of the applicant, provided that the applicant shall file the request for extension within the twelve (12) month period prior to expiration.
3. The sale of wine and beer in the cocktail lounge area shall be terminated in the event that the City Commission determines, after public hearing, that the operation has created a disturbance to the community. A public hearing shall be set if the City Manager finds probable cause to believe that a disturbance has been created by the use, based upon complaints received or based upon the City Manager's observation.
4. The applicant shall comply with the hours of operation allowed to bars and cocktail lounges for sale of alcoholic beverages for consumption on the premises pursuant to Section 4-3(d) of the Code, which permits sales of wine and beer for consumption on the premises between the hours of 8:00 a.m. and 1:00 a.m. the following day.

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

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

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

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbàez Weinberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 13th day of November, 2012.

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 November, 2012.

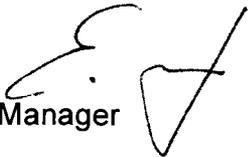
CITY CLERK

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 7, 2012

SUBJECT: **End of Year Budget Amending Ordinance – FY 2011/12**

1st Reading November 13, 2012 City Commission Meeting Agenda Item 8
2nd Reading January 8, 2013 City Commission Meeting Agenda Item _____

RECOMMENDATION

It is recommended that the City Commission approve the attached ordinance amending the FY 2011/12 budget. *This budget amendment is expected to have little to no impact on the FY 2011/12 overall budget or the carryover utilized in the preparing the FY 2012/13 budget.*

BACKGROUND

As you are aware, the Finance Department is preparing the City's official books and records for the upcoming FY 2011/12 year-end audit. Now that most of our year-end adjustments have been posted, we have the necessary information to formally amend the FY 2011/12 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 2012 and January 2013 agendas to comply with, Section 166.241 (4) 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 2013 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, 2012 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 for the City's General Fund, by department and two (2) of the City's Debt Service Funds and the circumstances that support each recommendation.

General Fund – (001) – (\$1,230,000 net increase)

City Clerk's Office (0801) – (\$14,000 increase)

4911 – Legal Advertising

Requires a \$14,000 budget amendment due to Legal Advertising costs primarily related to zoning changes and those made to the Comprehensive Plan. This overage will be offset by \$14,000 in additional Half Cent Sales Tax revenue (3351800).

Public Safety (2001) – \$268,000

2201 – Pension

Requires a budget amendment due to an overage of approximately \$48,000 in Pension Costs as it relates to the Police Department's Pension Plan audit for 09/30/2012. According to the Plan's auditors, the City owed additional funds even though it made all of its required contributions, based on our actuarially-determined contribution percentage of 20.955%. The State's contribution of \$268,692.30 came out to a lower percentage than the projected 4.133% used by the actuary and therefore the City needs to make up the State's shortfall. This overage will be offset by \$48,000 in additional Half Cent Sales Tax revenue (3351800).

3190 – Prof. Services – Traffic Safety Program

Requires a budget amendment primarily due an overage of approximately \$220,000 in Intersection Safety Camera Program processing costs due to higher than anticipated activity experienced during the year. This overage will be offset by \$220,000 in additional Intersection Safety Camera Program revenue (3542000).

Community Development (4001) – (\$560,000 increase)

3101 – Building Inspection Services

Requires a budget amendment primarily due an overage of approximately \$500,000 in Building Inspection Services due to the following:

- ✓ higher than anticipated activity experienced during the year which will be offset by \$330,000 in additional Building Permit revenue (3221000)
- ✓ it appears that this account was inadvertently budgeted at only 50% of Building Permit revenue (3221000) instead of the 70% that we normally use. This likely occurred towards the end of the budget process when certain assumptions are revised as better information becomes available. It appears that we may have revised our preliminary budgeted Building Permit revenue (3221000) account without making the corresponding change to the 3101 – Building Inspection Services expenditure account. The \$170,000 true up to the expenditure that is now required will be offset by \$170,000 in additional Half Cent Sales Tax revenue (3351800).

4730 – Records Retention

Requires a budget amendment primarily due an overage of approximately \$60,000 in Records Retention Services due to higher than anticipated imaging activity for the building permit records and zoning that was experienced during the year. This overage will be offset by \$60,000 in additional Half Cent Sales Tax revenue (3351800).

Community Services (5001) – (\$85,000 increase)

4620 – R&M Buildings

Requires a budget amendment primarily due an overage of approximately \$35,000 in unanticipated miscellaneous building repairs (i.e., flooring, electrical, plumbing and air conditioning) that occurred during the year. This overage will be offset by \$35,000 in additional Half Cent Sales Tax revenue (3351800).

4854 – Summer Recreation

Requires a budget amendment primarily due an overage of approximately \$50,000 in Summer Recreation expenditures due to higher than anticipated participation in the Program that was experienced during the year. This overage will be offset by \$50,000 in additional Summer Recreation revenue (3475000).

Capital Outlay – (\$303,000 increase)

Public Safety (8020) 6206 – Police Training Room

Requires a budget amendment of \$20,000 for capital outlay funds that were appropriated by the Commission on January 19, 2012 as part of the Police Training Room project. This expenditure will be offset by \$20,000 in additional Half Cent Sales Tax revenue (3351800).

Community Services (8050) 6307 – Lighting Improvements

Requires a budget amendment of \$240,000 for the funds that were expended during Phase I of the street lighting project along the eastside of Biscayne Boulevard that were not reappropriated at the end of FY 2010/11. This overage will be offset by \$240,000 in additional American Recovery Reinvestment Act Revenue that was received for this project (3312276).

Community Services (8050) 6341 – Transportation System Improve.

Requires a budget amendment of \$43,000 for the funds that were primarily expended for engineering fees during Phase I of the street lighting project along the eastside of Biscayne Boulevard and the bus shelter. This expenditure will be offset by \$43,000 in additional Half Cent Sales Tax revenue (3351800).

In September 2002, the City issued \$12,610,000 in Series 2002 Revenue Bonds to finance the acquisition of land and the construction of a charter school as well as the

construction of the community recreation center. Two (2) separate debt service funds were established to properly account for each respective project. On June 15, 2012, the City took advantage of a very favorable interest rate environment and refunded (*refinanced*) the remaining debt of the 2002 Revenue Bonds. The City issued \$9,885,000 in Series 2012 Revenue Bonds with SunTrust Bank at a rate of 2.18%, resulting in a more than \$2.5M NPV savings over the life of the loan. *As a result, the following budget amendments are necessary to provide for the transaction's proper accounting treatment and recordation. Although the amounts below appear large, they have very little impact on the City's overall operations as the City simply replaced one debt instrument with a cheaper one. No additional debt was incurred by the City as a result of the above.*

CURRENT NAME OF FUND

2012 (A) LOAN DEBT SERVICE FUND 250 – (\$4,671,190 net increase)

FORMER NAME OF FUND

2002 LOAN DEBT SERVICE FUND 250

0100 – Payment to Refund Bond Escrow

Requires a budget amendment in the amount of \$4,635,749 due to the planned refinancing in June 2012 of the original Series 2002 Revenue Bonds. This overage will be offset by the receipt of \$4,671,190 in debt proceeds (3850100).

7330 – Other Debt Service Costs

Requires a budget amendment of \$35,441 due to the payment of closing costs associated with the refinancing. This overage will be offset by the receipt of debt proceeds (3850100).

CURRENT NAME OF FUND

2012 (B) LOAN DEBT SERVICE FUND 290 – (\$5,213,810 net increase)

FORMER NAME OF FUND

FIFC LOAN DEBT SERVICE FUND 290

0100 – Payment to Refund Bond Escrow

Requires a budget amendment in the amount of \$5,174,251 due to the planned refinancing in June 2012 of the original Series 2002 Revenue Bonds. This overage will be offset by the receipt of \$5,213,810 in debt proceeds (3850100).

7330 – Other Debt Service Costs

Requires a budget amendment of \$39,559 due to the payment of closing costs associated with the refinancing. This overage will be offset by the receipt of debt proceeds (3850100).

The budget amendments outlined above, are expected to have little to no impact on the FY 2011/12 overall budget or carryover that was utilized in the preparation of the FY 2012/13 budget. Based on this analysis, I recommend approval of the attached Ordinance.

ORDINANCE NO. 2013-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2011-08 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2011/2012 FISCAL YEAR BY REVISING THE 2011/2012 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 2011/2012 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. 2011-08, which Ordinance adopted a budget for the 2011/2012 fiscal year, by revising the 2011/2012 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, 2011.

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 Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbàez 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 Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbàez Weinberg	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED on first reading this 13th day of November, 2012.

PASSED AND ADOPTED on second reading this 8th day of January, 2013.

SUSAN GOTTLIEB, MAYOR

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA
GENERAL FUND 001
FY 2011/12 BUDGET AMENDMENT

REVENUES

OBJECT CODE NO.	CATEGORY	2011/12 ADOPTED AMOUNT	2011/12 AMENDED AMOUNT	2011/12 REVISED BUDGET
3221000	Building Permits	\$ 1,300,000	\$ 330,000	\$ 1,630,000
3312276	American Recovery Reinvestment Act	-	240,000	240,000
3351800	Half Cent Sales Tax	1,725,000	390,000	2,115,000
3475000	Summer Recreation	445,000	50,000	495,000
3542000	Intersection Safety Camera Program	1,050,000	220,000	1,270,000
	Total Revenue	\$ 4,520,000	\$ 1,230,000	\$ 5,750,000
	TOTAL AMENDMENTS - REVENUE		\$ 1,230,000	

EXPENDITURES

OBJECT CODE NO.	CATEGORY	2011/12 ADOPTED AMOUNT	2011/12 AMENDED AMOUNT	2011/12 REVISED BUDGET
	CITY CLERK'S OFFICE (0801)			
	<u>OTHER CHARGES & SERVICES</u>			
4911	Legal Advertsing	\$ 30,000	\$ 14,000	\$ 44,000
	Total City Clerk's Office	\$ 30,000	\$ 14,000	\$ 44,000
	PUBLIC SAFETY (2001)			
	<u>PERSONAL SERVICES</u>			
2201	Pension	\$ 1,994,879	\$ 48,000	\$ 2,042,879
	Subtotal	\$ 1,994,879	\$ 48,000	\$ 2,042,879
	<u>CONTRACTUAL SERVICES</u>			
3190	Prof. Services - Traffic Safety Program	\$ 393,000	\$ 220,000	\$ 613,000
	Subtotal	\$ 393,000	\$ 220,000	\$ 613,000
	Total Public Safety	\$ 2,387,879	\$ 268,000	\$ 2,655,879
	COMMUNITY DEVELOPMENT (4001)			
	<u>CONTRACTUAL SERVICES</u>			
3101	Building Inspection Services	\$ 650,000	\$ 500,000	\$ 1,150,000
	Subtotal	\$ 650,000	\$ 500,000	\$ 1,150,000
	<u>OTHER CHARGES & SERVICES</u>			
4730	Records Retention	\$ 35,000	\$ 60,000	\$ 95,000
	Subtotal	\$ 35,000	\$ 60,000	\$ 95,000
	Total Community Development	\$ 685,000	\$ 560,000	\$ 1,245,000
	COMMUNITY SERVICES (5001)			
	<u>OTHER CHARGES & SERVICES</u>			
4620	R&M - Buildings	\$ 82,500	\$ 35,000	\$ 117,500
4854	Summer Recreation	300,000	50,000	350,000
	Total Community Services	\$ 382,500	\$ 85,000	\$ 467,500
	CAPITAL OUTLAY - (80XX)			
	<u>Public Safety - 20-521</u>			
6206	Police Training Room	\$ -	\$ 20,000	\$ 20,000
	<u>Community Services - 50-541</u>			
6307	Street Lighting Improv.	300,000	240,000	540,000
6341	Transportation System Improve.	-	43,000	43,000
	Total Capital Outlay	\$ 300,000	\$ 303,000	\$ 603,000
	TOTAL AMENDMENTS - EXPENDITURES		\$ 1,230,000	

CITY OF AVENTURA
 2012 (A) LOAN DEBT SERVICE FUND 250 (CURRENT NAME OF FUND)
 2002 LOAN DEBT SERVICE FUND 250 (FORMER NAME OF FUND)
 FY 2011/12 BUDGET AMENDMENT

OBJECT CODE	NO.	CATEGORY	AMOUNT	AMENDED	REVISIED	BUDGET
3850100		Debt Proceeds from Refunding	\$ -	\$ -	\$ -	\$ 4,671,190
		Total	\$ -	\$ -	\$ -	\$ 4,671,190
TOTAL AMENDMENTS - REVENUE						

REVENUES

OBJECT CODE	NO.	CATEGORY	AMOUNT	AMENDED	REVISIED	BUDGET
0100		Refund Bond Escrow - 585	\$ -	\$ -	\$ -	\$ 4,635,749
		Payment to Refund Bond Escrow				
		Non-Departmental - 590				
		Other Debt Service Costs	7,500	35,441	42,941	
		Total	\$ 7,500	\$ 35,441	\$ 42,941	\$ 4,678,690
TOTAL AMENDMENTS - EXPENDITURES						

EXPENDITURES

CITY OF AVENTURA
 2012 (B) LOAN DEBT SERVICE FUND 290 (CURRENT NAME OF FUND)
 FFC LOAN DEBT SERVICE FUND 290 (FORMER NAME OF FUND)
 FY 2011/12 BUDGET AMENDMENT

OBJECT CODE	NO.	CATEGORY	AMOUNT	AMENDED	REVISIED	BUDGET
3850100		Debt Proceeds from Refunding	\$ -	\$ -	\$ -	\$ 5,213,810
		Total	\$ -	\$ -	\$ -	\$ 5,213,810
TOTAL AMENDMENTS - REVENUE						

REVENUES

OBJECT CODE	NO.	CATEGORY	AMOUNT	AMENDED	REVISIED	BUDGET
0100		Refund Bond Escrow - 585	\$ -	\$ -	\$ -	\$ 5,174,251
		Payment to Refund Bond Escrow				
		Non-Departmental - 590				
		Other Debt Service Costs	3,500	39,559	43,059	
		Total	\$ 3,500	\$ 39,559	\$ 43,059	\$ 5,217,310
TOTAL AMENDMENTS - EXPENDITURES						

EXPENDITURES