

City Commission

Enid Weisman, Mayor
Denise Landman, Vice Mayor
Teri Holzberg, Commissioner
Dr. Linda Marks, Commissioner
Marc Narotsky, Commissioner
Robert Shelley, Commissioner
Howard Weinberg, Commissioner



City Manager

Eric M. Soroka, ICMA-CM

City Clerk

Ellisa L. Horvath, MMC

City Attorney

Weiss Serota Helfman
Cole & Bierman

**CITY COMMISSION MEETING AGENDA
OCTOBER 10, 2016
6:00 p.m.**

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

- 1. CALL TO ORDER\ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AGENDA:** Request for Deletions/Emergency Additions
- 4. SPECIAL PRESENTATIONS:**
 - Employee Service Awards
 - Presentation of Certificates of Appointment to Arts in Public Places Advisory Board Members
- 5. CONSENT AGENDA:** Matters included under the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately. If the public wishes to speak on a matter on the consent agenda they must inform the City Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.
 - A. APPROVAL OF MINUTES:**
 - September 6, 2016 Commission Meeting (First Budget Hearing)
 - September 6, 2016 Commission Regular Meeting
 - September 14, 2016 Commission Meeting (Second Budget Hearing)
 - September 15, 2016 Commission Workshop Meeting
 - B. MOTION TO RATIFY THE CITY MANAGER'S REAPPOINTMENT OF RAQUEL ROTHMAN, ESQ. AND BARBARA BUXTON, ESQ. AS SPECIAL MASTERS FOR THE CITY OF AVENTURA CODE ENFORCEMENT PROCESS**

- C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA RE-ADOPTING CHAPTER 6.6 OF THE ADMINISTRATIVE POLICY DIRECTIVES AND PROCEDURES MANUAL, AS ATTACHED HERETO, ENTITLED "INVESTMENT OBJECTIVES AND PARAMETERS" AS THE CITY'S INVESTMENT POLICY FOR THE MANAGEMENT OF PUBLIC FUNDS; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
- D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 16-08-30-2, COUNTRY CLUB DRIVE PEDESTRIAN SAFETY IMPROVEMENTS TO HORSEPOWER ELECTRIC, INC. AT THE BID PRICE OF \$239,900; 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.
- E. MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$25,000 FOR A DRONE, CRIME PREVENTION PROGRAMS, EQUIPMENT AND TRAINING FROM THE POLICE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.
- F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED CHILD ABDUCTION RESPONSE TEAM (CART) MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
- G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE CITY OF SUNNY ISLES BEACH FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
- H. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, CALLING UPON FEDERAL AND STATE-ELECTED OFFICIALS TO COLLABORATE WITH LOCAL OFFICIALS AND FIRST RESPONDERS TO PREVENT MASS SHOOTINGS AND LARGE-SCALE HUMAN LOSS OF LIFE AND SUFFERING FROM MASS SHOOTINGS IN AMERICA BY LIMITING THE AVAILABILITY AND USE OF MILITARY GRADE, HIGH CAPACITY MAGAZINE ASSAULT WEAPONS TO LAW ENFORCEMENT AGENCIES; 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. **None**
7. **ORDINANCE - FIRST READING/PUBLIC HEARING:** None
8. **ORDINANCE - SECOND READING/PUBLIC HEARING:** None
9. **RESOLUTIONS – PUBLIC HEARING:** None
10. **REPORTS**
11. **PUBLIC COMMENTS**
12. **OTHER BUSINESS:** None
13. **ADJOURNMENT**

FUTURE MEETINGS*

**COMMISSION WORKSHOP – OCTOBER 20, 2016 AT 9 AM
EXECUTIVE CONFERENCE ROOM (5TH FLOOR)**

**LOCAL PLANNING AGENCY MEETING – NOVEMBER 1, 2016 AT 6 PM
COMMISSION CHAMBER**

**COMMISSION MEETING – NOVEMBER 1, 2016 FOLLOWING LPA MEETING AT 6 PM
COMMISSION CHAMBER**

*Meeting dates and times are subject to change. Please check the City's website for the most current schedule.

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



**CITY COMMISSION
REGULAR MEETING MINUTES
(FIRST BUDGET HEARING)
SEPTEMBER 6, 2016 - 5:30 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 by Mayor Enid Weisman at 5:33 p.m. The following were present: Mayor Enid Weisman, Vice Mayor Denise Landman, Commissioner Teri Holzberg, Commissioner Marc Narotsky, Commissioner Robert Shelley, Commissioner Howard Weinberg, City Manager Eric M. Soroka, City Clerk Ellisa L. Horvath, and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

2. **PLEDGE OF ALLEGIANCE:** The Pledge was led by Dr. Linda Marks. Mayor Weisman announced that Dr. Marks was unopposed for Commission Seat 1 and, as such, had been elected by operation of law.

3. **PUBLIC HEARINGS: ORDINANCES: FIRST READING - 2016/2017 BUDGET:**

Mr. Wolpin read the following Ordinance by title:

A. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ESTABLISHING AND ADOPTING THE CITY OF AVENTURA AD VALOREM TAX OPERATING MILLAGE LEVY RATE AT 1.7261 MILS PER THOUSAND DOLLARS OF TAXABLE ASSESSED PROPERTY VALUE, WHICH IS 7.08% ABOVE THE ROLLED BACK RATE OF 1.6119 MILS COMPUTED PURSUANT TO STATE LAW, FOR THE 2016 TAX YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval of the Ordinance was offered by Commissioner Shelley and seconded by Vice Mayor Landman.

Mr. Soroka reviewed the Ordinance and highlighted the following: the tax rate remained the same as the prior year, there was no tax increase for the 21st year, and the rate remained the lowest in Miami-Dade County.

Mayor Weisman opened the public hearing. There being no speakers, the public hearing was closed.

The motion for approval of the Ordinance on first reading passed unanimously, by roll call vote.

Mr. Wolpin read the following Ordinance by title:

B. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE ATTACHED TENTATIVE OPERATING AND CAPITAL BUDGET, AS REVIEWED AND APPROVED BY CITY COMMISSION AT THE REVIEW MEETING HELD ON JULY 21, 2016, AS THE CITY OF AVENTURA FINAL BUDGET FOR THE 2016/2017 FISCAL YEAR, PURSUANT TO SECTION 4.05 OF THE CITY CHARTER; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR

**PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS;
PROVIDING FOR AMENDMENTS; PROVIDING FOR PROCEDURES
REGARDING ENCUMBRANCES AND THE RE-APPROPRIATION OF
UNEXPENDED CAPITAL APPROPRIATIONS; ESTABLISHING THE
COMMITTED FUND BALANCE FOR CAPITAL RESERVE; PROVIDING FOR
SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval of the Ordinance was offered by Commissioner Shelley and seconded by Vice Mayor Landman.

Mr. Soroka explained the Ordinance and reviewed the highlights of the 2016/17 Operating and Capital Budget including the total budget amount of \$58,386,179 or 8.3% less than the previous year, due to completed capital improvement projects.

Mayor Weisman opened the public hearing. There being no speakers, the public hearing was closed.

The motion for approval of the Ordinance on first reading passed unanimously, by roll call vote.

4. **ADJOURNMENT:** There being no further business to come before the Commission, a motion to adjourn was offered by Commissioner Shelley, seconded by Commissioner Holzberg, and unanimously approved; thus adjourning the meeting at 5:41 p.m.

Ellisa L. Horvath, MMC, City Clerk

Approved by the Commission on October 10, 2016.



CITY COMMISSION
REGULAR MEETING MINUTES
SEPTEMBER 6, 2016
FOLLOWING THE LOCAL PLANNING
AGENCY MEETING AT
6:00 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 by Mayor Enid Weisman at 6:11 p.m. The roll was called and the following were present: Mayor Enid Weisman, Vice Mayor Denise Landman, Commissioner Teri Holzberg, Commissioner Marc Narotsky, Commissioner Robert Shelley, Commissioner Howard Weinberg, City Manager Eric M. Soroka, City Clerk Ellisa L. Horvath, and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.
2. **PLEDGE OF ALLEGIANCE:** The Pledge was previously done at the First Budget Hearing.
3. **AGENDA: REQUESTS FOR DELETIONS/EMERGENCY ADDITIONS:** None.
4. **SPECIAL PRESENTATIONS:**
 - **Employee Service Awards:** Mr. Soroka presented the following employees with recognition certificates and a token of appreciation for the completion of milestone years of service with the City: Richard Robinson (Police Communications – 15 years), Officer Ryunosuke Lino (Police Department – 10 years), and Gail Fishman (Community Services Executive Assistant – 20 years).
5. **CONSENT AGENDA:** There were no requests from the public to address the Commission.

A motion to remove Item H from the Consent Agenda for further discussion at a Workshop Meeting was offered by Mayor Weisman, seconded by Commissioner Shelley, and passed unanimously.

A motion to approve the remaining items on the Consent Agenda was offered by Commissioner Weinberg, seconded by Commissioner Shelley, and passed unanimously by roll call vote. The following action was taken:

A. Minutes were approved as follows:

- July 12, 2016 Commission Regular Meeting
- July 21, 2016 Commission Regular Meeting
- July 21, 2016 Commission Workshop Meeting

B. Resolution No. 2016-52 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 FOR AN EFFECTIVE DATE.

- C. **Motion** was approved as follows:

MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$86,300 FOR BALLISTIC SHIELDS, CHEMICAL AGENTS, MUNITIONS SAFE AND PLATE CARRIERS FROM THE POLICE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.

- D. **Resolution No. 2016-53** was adopted as follows:

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

- E. **Resolution No. 2016-54** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA FLORIDA NAMING THE NEW PARK LOCATED AT 3200 N.E. 188TH STREET PEACE PARK; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. **Resolution No. 2016-55** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE PERFORMING ARTS CENTER AUTHORITY FOR MANAGEMENT, PROGRAMMING AND OPERATIONAL SUPPORT SERVICES FOR THE AVENTURA ARTS & CULTURAL CENTER; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

- G. **Resolution No. 2016-56** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE APPOINTMENT OF MEMBERS TO THE CITY OF AVENTURA ARTS IN PUBLIC PLACES ADVISORY BOARD FOR A TWO-YEAR TERM; AND PROVIDING FOR AN EFFECTIVE DATE.

- H. **Removed** for placement on a Workshop Meeting Agenda:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA RE-ADOPTING CHAPTER 6.6 OF THE ADMINISTRATIVE POLICY DIRECTIVES AND PROCEDURES MANUAL, AS ATTACHED HERETO, ENTITLED "INVESTMENT OBJECTIVES AND PARAMETERS" AS THE CITY'S INVESTMENT POLICY FOR THE MANAGEMENT OF PUBLIC

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

I. Resolution No. 2016-57 was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 16-07-12-2, NE 191ST STREET ROADWAY AND DRAINAGE IMPROVEMENTS TO H&R PAVING, INC. AT THE BID PRICE OF \$711,962.55; 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.

J. Resolution No. 2016-58 was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 16-06-24-3, PARKS & FACILITIES LANDSCAPE MAINTENANCE SERVICES TO BRIGHTVIEW LANDSCAPE MAINTENANCE, INC. AT THE BID PRICE OF \$398,509.75; 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.

K. Motion was approved as follows:

A MOTION TO TABLE THE REQUEST OF GULFSTREAM PARK RACING ASSOCIATION, INC. FOR EXTENSION OF THE APPROVALS GRANTED THROUGH RESOLUTION NO. 2006-62 FOR PROPERTY LOCATED ON THE NORTH SIDE OF NE 213 STREET BETWEEN BISCAYNE BOULEVARD AND NE 34 AVENUE, CITY OF AVENTURA, FOR A PERIOD OF 60 DAYS AS RECOMMENDED BY THE CITY MANAGER

L. Motion was approved as follows:

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

MOTION TO ACCEPT FOR FILING THE SPECIAL PURPOSE FINANCIAL REPORT FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR THE FISCAL YEAR ENDED JUNE 30, 2016 AND TO ACCEPT FOR FILING THAT LETTER DATED AUGUST 24, 2016 ATTACHED HERETO AS ATTACHMENT

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M. Motion was approved as follows:

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

MOTION TO ACCEPT AVENTURA CITY OF EXCELLENCE SCHOOL OUT-OF-FIELD WAIVERS AS OUTLINED IN THE CITY MANAGER'S MEMORANDUM DATED AUGUST 19, 2016

N. Motion was approved as follows:

A MOTION TO CHANGE THE OCTOBER COMMISSION MEETING DATE FROM OCTOBER 5, 2016 TO OCTOBER 6, 2016

6. ZONING HEARINGS: QUASI-JUDICIAL PUBLIC HEARINGS: None.

7. ORDINANCE - FIRST READING – PUBLIC HEARING: Mr. Wolpin read the following Ordinance by title:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA AMENDING SECTION 31-144 "BUSINESS ZONING DISTRICTS" OF THE CITY'S LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 31-144(c)(2) AND SECTION 31-144(c)(5)b., COMMUNITY BUSINESS (B2) DISTRICT, TO ADD A CONDITIONAL USE FOR AUTOMOBILE PARKING GARAGES IN THE COMMUNITY BUSINESS (B2) DISTRICT WHEN LOCATED DIRECTLY ADJACENT TO AN AUTOMOBILE PARKING GARAGE LOCATED IN A MULTIFAMILY RESIDENTIAL ZONING DISTRICT AND TO CLARIFY THE HEIGHT RESTRICTION IN THE B2 DISTRICT SITE DEVELOPMENT STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

The staff report and comments provided at the Local Planning Agency Meeting were incorporated into the record by reference.

A motion for approval of the Ordinance was offered by Commissioner Holzberg and seconded by Commissioner Shelley.

Mayor Weisman opened the public hearing. There being no speakers, the public hearing was closed.

The motion for approval of the Ordinance on first reading passed unanimously, by roll call vote.

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA AMENDING SECTION 31-144 "BUSINESS ZONING DISTRICTS" OF THE CITY'S LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 31-144(C)(1), COMMUNITY BUSINESS (B2) DISTRICT TO ADD AN ELECTRIC VEHICLE RETAIL SHOWROOM AS A PERMITTED USE IN SHOPPING CENTERS WITH MORE THAN 1,000,000 SQUARE

FEET OF GROSS LEASABLE AREA, WITH HEIGHT NOT GREATER THAN FIVE STORIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval of the Ordinance was offered by Commissioner Shelley and seconded by Commissioner Weinberg.

Mayor Weisman opened the public hearing. There being no speakers, the public hearing was closed.

The motion for approval of the Ordinance on second reading passed unanimously, by roll call vote and **Ordinance No. 2016-11** was adopted.

9. RESOLUTIONS – PUBLIC HEARING: None.

10. DISCUSSION AND POSSIBLE MOTION TO FILL THE VACANCY IN CITY COMMISSION SEAT 5 CREATED BY ENBAR COHEN'S RESIGNATION: Mayor Weisman discussed the vacant Commission seat (Seat 5), due to the August 5th resignation of Enbar Cohen.

A motion to appoint Dr. Linda Marks to Commission Seat 5, until the seat is filled after the November Election, was offered by Mayor Weisman and seconded by Commissioner Shelley.

Mr. Wolpin and the Commission discussed the requirements provided in the Charter for filling a vacant seat on the Commission.

The motion to appoint Dr. Marks to Commission Seat 5 passed (5-1) by roll call vote, with Commissioner Holzberg voting no.

Dr. Marks will be provided the Oath of Office at the September 15, 2016 Commission Workshop Meeting.

11. REPORTS:

Vice Mayor Landman reported on the upcoming B-Cycle bicycle sharing program groundbreaking on September 8th. Mayor Weisman reviewed the locations of the bicycle stations.

Commissioner Weinberg reported on his vote on behalf of the City, at the Miami-Dade County League of Cities meeting, in favor of the County amending its proposed Workforce Housing Ordinance, to allow individual municipalities to opt out. Mr. Wolpin reported on the work of Attorney Susan Trevarthen (Weiss, Serota, Helfman, Cole & Bierman) for the League, on those proposed amendments, which would allow the City to opt out and exempt itself from the County's program. The Workforce Housing Ordinance will be discussed at the September Commission Workshop Meeting.

Mayor Weisman reported on the recent meetings of the Northeast Dade Mayors and their plans to work on common goals among the northeast municipalities including sustainability and rising tides.

12. **PUBLIC COMMENTS:** The following members of the public provided comments: Joshua Mandall (Commissioner Seat 5 Candidate) and Robert Borroughs (Coral Gables).

13. **OTHER BUSINESS:** None.

14. **ADJOURNMENT:** There being no further business to come before the Commission, a motion to adjourn was offered by Vice Mayor Landman, seconded by Commissioner Holzberg, and unanimously approved; thus adjourning the meeting at 6:43 p.m.

Ellisa L. Horvath, MMC, City Clerk

Approved by the Commission on October 10, 2016.



**CITY COMMISSION
MEETING MINUTES
(SECOND BUDGET HEARING)
SEPTEMBER 14, 2016 – 6:00 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 Enid Weisman at 6:00 p.m. Present were the following: Mayor Enid Weisman, Vice Mayor Denise Landman, Commissioner Teri Holzberg, Commissioner Marc Narotsky, Commissioner Robert Shelley, Commissioner Howard Weinberg, City Manager Eric M. Soroka, City Clerk Ellisa L. Horvath, and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

2. **PLEDGE OF ALLEGIANCE:** The Pledge was led by the Commission.

3. **PUBLIC HEARINGS: ORDINANCES: SECOND READING - 2016/2017 BUDGET:**

Mr. Wolpin read the following Ordinance by title:

- A. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ESTABLISHING AND ADOPTING THE CITY OF AVENTURA AD VALOREM TAX OPERATING MILLAGE LEVY RATE AT 1.7261 MILS PER THOUSAND DOLLARS OF TAXABLE ASSESSED PROPERTY VALUE, WHICH IS 7.08% ABOVE THE ROLLED BACK RATE OF 1.6119 MILS COMPUTED PURSUANT TO STATE LAW, FOR THE 2016 TAX YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval of the Ordinance was offered by Commissioner Holzberg and seconded by Vice Mayor Landman.

Mayor Weisman opened the public hearing. There being no speakers, the public hearing was closed.

The motion for approval of the Ordinance on second reading passed unanimously, by roll call vote and **Ordinance No. 2016-12** was adopted.

Mr. Wolpin read the following Ordinance by title:

- B. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE ATTACHED TENTATIVE OPERATING AND CAPITAL BUDGET, AS REVIEWED AND APPROVED BY CITY COMMISSION AT THE REVIEW MEETING HELD ON JULY 21, 2016, AS THE CITY OF AVENTURA FINAL BUDGET FOR THE 2016/2017 FISCAL YEAR, PURSUANT TO SECTION 4.05 OF THE CITY CHARTER; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR PROCEDURES REGARDING ENCUMBRANCES AND THE RE-APPROPRIATION OF UNEXPENDED CAPITAL APPROPRIATIONS; ESTABLISHING THE COMMITTED FUND BALANCE FOR CAPITAL RESERVE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval of the Ordinance was offered by Commissioner Shelley and seconded by Commissioner Narotsky.

Mayor Weisman opened the public hearing. There being no speakers, the public hearing was closed.

The motion for approval of the Ordinance on second reading passed unanimously, by roll call vote, and **Ordinance No. 2016-13** was adopted.

4. ADJOURNMENT: There being no further business to come before the Commission, a motion to adjourn was offered by Commissioner Shelley, seconded by Commissioner Holzberg, and unanimously approved; thus adjourning the meeting at 6:05 p.m.

Ellisa L. Horvath, MMC, City Clerk

Approved by the Commission on October 10, 2016.



**CITY COMMISSION
WORKSHOP MEETING MINUTES
SEPTEMBER 15, 2016
9:00 A.M.**

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

CALL TO ORDER/ROLL CALL: The meeting was called to order by Mayor Enid Weisman at 9:05 a.m.

1. SWEARING IN OF COMMISSIONER DR. LINDA MARKS: Mrs. Horvath provided the Oath of office to Dr. Linda Marks

The roll was called and the following were present: Mayor Enid Weisman, Vice Mayor Denise Landman¹, Commissioner Teri Holzberg, Commissioner Dr. Linda Marks, Commissioner Marc Narotsky, Commissioner Robert Shelley, Commissioner Howard Weinberg², City Manager Eric M. Soroka, City Clerk Ellisa L. Horvath, and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

It was the consensus of the Commission to take the following item out of order:

Item 3: UPDATE/RECOMMENDATIONS FOR NORTH HOSPITAL DISTRICT ZONING

(City Manager): Community Development Director Joanne Carr presented a PowerPoint and reviewed the recommendations for zoning amendments for the North Hospital District. Mr. Soroka reviewed the incentives to encourage development in that area, while providing the City with items funded by the developers such as additional right-of-ways, road widening, street lighting, etc.

City Manager Summary: It was the consensus of the City Commission for Mr. Soroka to come back with a plan, after receiving additional input.

2. RECOMMENDED LDR AMENDMENT TO PROVIDE INCENTIVE FOR MAJOR TRANSPORTATION IMPROVEMENTS (City Manager): Mr. Soroka reviewed the proposed language, to provide a mechanism for incentives for the Aventura Mall properties, in exchange for major transportation improvements.

The following spoke in favor of the proposed language: Michael Marrero, Esq. (Bercow Radell & Fernandez, 200 S. Biscayne Blvd. Suite 850, Miami) on behalf of the Aventura Mall and John Shubin (Shubin & Bass, 46 S.W. 1 Street, Third Floor, Miami) on behalf of Seritage Growth Properties dba Seritage SRC Finance LLC.

City Manager Summary: It was the consensus of the City Commission to proceed with placing an Ordinance for first reading on the October 6, 2016 Commission Meeting Agenda, with the proposed language as presented.

¹ Vice Mayor Landman left the meeting during the Founders Day Update (9:57 a.m.) and then participated via telephone.

² Commissioner Weinberg participated via telephone.

4. FOUNDERS DAY UPDATE (City Manager): Community Services Director Kimberly Merchant reviewed plans for Founders Day, scheduled for November 13, 2016. Mr. Soroka discussed plans to increase awareness of the green market, as well as other City sponsored events.

City Manager Summary: No action - this item was provided for informational purposes.

5. RESOLUTION RE-ADOPTING INVESTMENT OBJECTIVES AND PARAMETERS (Mayor Weisman): This item was removed from the September Commission Meeting Agenda by Mayor Weisman for further discussion. Mr. Soroka reviewed the resolution amending the current investment policy to allow investment in Israeli bonds, with a recommended investment cap of \$150,000.

City Manager Summary: It was the consensus of the City Commission to proceed with the City Manager's recommendation and place the agenda item back on the October 6, 2016 Commission Meeting Agenda.

6. DISCUSSION ON PROPOSED RESOLUTION TO LIMIT THE AVAILABILITY AND USE HIGH CAPACITY MAGAZINE ASSAULT WEAPONS TO LAW ENFORCEMENT AGENCIES (Mayor Weisman): Mayor Weisman requested that the Commission consider a resolution, similar to the one adopted by the City of Miami Beach.

City Manager Summary: It was the consensus of the City Commission to proceed with placing a Resolution on the October 6, 2016 Commission Meeting Agenda, with language to clarify that the resolution would not apply to hand guns.

7. UPDATE ON PROPOSED COUNTY ORDINANCE ON MANDATORY INCLUSIONARY WORKFORCE HOUSING (City Attorney): Mr. Wolpin reported on the proposed Miami-Dade County ordinance and the ongoing efforts of the Miami-Dade County League of Cities, as well as the individual municipalities including Aventura, to amend language in the ordinance in order to allow the municipalities to opt out of any mandatory requirement. An update will be provided after the County Committee meeting on October 13, 2016.

City Manager Summary: No action - this item was provided for informational purposes.

8. PROPOSED AMENDMENT TO SIGN CODE TO ALLOW ADVERTISING ON AVENTURA B-CYCLE KIOSKS AND BIKES (City Manager): Mr. Soroka requested that the Commission consider amending the Code to allow advertising on the B-Cycle bikes and kiosks, which would provide revenue to support the B-Cycle program.

City Manager Summary: It was the consensus of the City Commission to move forward with an RFP and to bring the item back for discussion.

9. **ADJOURNMENT:** There being no further business to come before the Commission at this time, the meeting was adjourned by consensus at 10:33 a.m.

Elisa L. Horvath, MMC, City Clerk

Approved by the Commission on October 10, 2016

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

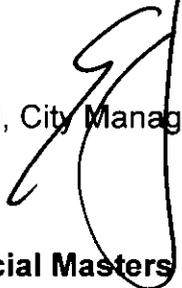
MEMORANDUM

TO: City Commission

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

DATE: September 23, 2016

SUBJECT: **Re-Appointment of Special Masters for Code Enforcement Process**



October 10, 2016 City Commission Meeting Agenda Item 5B

RECOMMENDATION

It is recommended that the City Commission ratify the City Manager's re-appointment of Raquel Rothman, Esq. and Barbara Buxton, Esq. as Special Masters for the City of Aventura Code Enforcement process.

BACKGROUND

Section 4 of Ordinance 96-14 which established the City's Code Enforcement Process provides for the City Manager to appoint Special Masters, subject to City Commission ratification, for a term of one year. The above-referenced individuals are submitted to you for re-appointment as Special Masters.

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

EMS/act

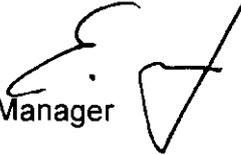
Attachment

CCO1954-16

CITY OF AVENTURA
FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY:  Brian K. Raducci, Finance Director

DATE: September 15, 2016

SUBJECT: Re-adoption of Chapter 6.6 of the Administrative Policy Directives and Procedures Manual, entitled "Investment Objectives and Parameters" as the City's Investment Policy for the Management of Public Funds.

October 10, 2016 City Commission Meeting Agenda Item 5C

RECOMMENDATION

It is recommended that the City Commission adopt the attached resolution re-adopting Chapter 6.6 of the Administrative Policy Directives and Procedures ("APDP") Manual, entitled "Investment Objectives and Parameters" as the City's ("Investment Policy") for the Management of Public Funds.

BACKGROUND

As you know, the City's investment manager – Insight Investment ("Insight"), has been instrumental in assisting the City in developing and periodically reviewing and revising Chapter 6.6 of the APDP in order to ensure that the City's Investment Policy considers current market conditions while remaining compliant with Section 218.415, F.S. The statute requires that the City must invest its surplus funds consistent with a written investment plan adopted by the City Commission.

The three (3) main goals of the Investment Policy (listed by priority) continue to be:

1. Safety of Capital
2. Liquidity of Funds
3. Investment Income

At the July 21, 2016 Commission workshop, Mr. Michael S. Yavner of the Development Corporation for Israel made a presentation to the Commission regarding State of Israel Jubilee Bonds. At that time, there was consensus among the Commission to add this type of investment to the City's List of Authorized Investments. Although this type of

investment is specifically allowed for by Florida Statute (Ch. 218.41 – Section 16 f), our current Investment Policy will need to be revised to allow for such investments as it is currently more conservative and restrictive than the State Statute.

Since Insight periodically reviews our Investment Policy to ensure that it considers current market conditions, we asked them to review the entire policy to see if they felt any other revisions were necessary at this time. They have now completed their review and as a result have suggested revisions that:

- assist the City in incorporating State of Israel Bonds into our Investment Policy and List of Authorized Investments; and
- provide for greater flexibility and clarification as more fully-described below:

The following revisions have been made to Section V of the Investment Policy:

M. Israel Bonds

- ✓ Incorporated this investment type and corresponding narrative into our Investment Policy and List of Authorized investments. After consulting with our Investment Manager, the City Administration, at this time, feels comfortable limiting our exposure of this investment type to \$150,000.

D. Interest Bearing Time Deposit or Savings Account

E. Repurchase Agreements

**F. The Florida Local Government Surplus Funds Trust Fund
(State Board of Administration – SBA)**

G. Intergovernmental Investment Pools

M. Israel Bonds

- ✓ Added a Superscript asterisk (“^{**}”) after sections D, E, F, G, M to demonstrate that the following investment types are actively managed by the City rather than our Investment Manager.

K. Taxable/Tax-Exempt Municipal Bonds

- ✓ Expanded the definition of this investment type to allow for the purchase of similar investments beyond that of the State of Florida and that of General Obligation Debt without changing the overall risk criterion.

Appendix A – Authorized Investments Summary Table was modified to correlate to the recommended revisions above.

Upon your review of this memorandum, please feel free to contact the City Manager with any questions you may have.

BKR/bkr

RESOLUTION NO. 2016-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA RE-ADOPTING CHAPTER 6.6 OF THE ADMINISTRATIVE POLICY DIRECTIVES AND PROCEDURES MANUAL, AS ATTACHED HERETO, ENTITLED "INVESTMENT OBJECTIVES AND PARAMETERS" AS THE CITY'S INVESTMENT POLICY FOR THE MANAGEMENT OF PUBLIC FUNDS; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 2, 2009, the City Commission adopted Chapter 6.6 of the Administrative Policy Directives and Procedures ("APDP") Manual entitled "Investment Objectives and Parameters"; and

WHEREAS, the City Commission re-adopted Chapter 6.6 by Resolution No. 2014-33 on July 8, 2014; and

WHEREAS, the City Commission is desirous of amending further the above-referenced Chapter 6.6 of the APDP Manual.

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

Section 1. The City Commission hereby re-adopts Chapter 6.6 of the APDP Manual, as attached hereto, entitled "Investment Objectives and Parameters" as the City's Investment Policy for the management of public funds.

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

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

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

Commissioner Teri Holzberg	_____
Commissioner Dr. Linda Marks	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Vice Mayor Denise Landman	_____
Mayor Enid Weisman	_____

PASSED AND ADOPTED this 10th day of October, 2016.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

	CITY OF AVENTURA ADMINISTRATIVE POLICY DIRECTIVES AND PROCEDURES MANUAL		6	6	1
			Chapter #	Sub	Page
			Date Issued:	May 22, 2009	
CHAPTER:	FINANCE, BUDGET & PURCHASING	APPROVED:			
		<i>City Manager</i>			
SUBJECT:	INVESTMENT OBJECTIVES AND PARAMETERS				

PURPOSE

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the City. These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed and a competitive investment return.

I. SCOPE

This investment policy applies to the investment of public funds in excess of amounts needed to meet current expenses, which includes cash and investment balances of City funds.

This policy does not apply to the City's pension funds, including those funds in chapters 175 and 185 or funds related to the issuance of debt where there are other existing policies or indentures in effect which govern the investment of such funds.

This policy shall be construed and applied so as to comply with Section 218.415, F.S.

II. INVESTMENT OBJECTIVES

Investment objectives include safety of capital, liquidity of funds and investment income, in that order. The following objectives will be applied in the management of the City's funds:

A. Safety of Capital

The primary objective of the City's investment program is the protection of public funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk – The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:
 - a) Limiting investments to the safest type of securities;
 - b) Pre-qualifying the financial institution, broker/dealer, intermediaries and advisors with which the City will do business;
 - c) Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

2. Interest Rate Risk – The City will minimize the risk that the market value of securities in the portfolio

will fall due to changes in general interest rates, by:

- a) Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity;
- b) Investing operating funds primarily in shorter-term securities, money market mutual funds or similar investment pools.

B. Liquidity of Funds

The City's investment strategy will provide sufficient liquidity to meet the City's operating, payroll and capital requirements. To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

C. Investment Income

The City's investment portfolio shall be designed with the intent of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the City's investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

III. PERFORMANCE MEASUREMENT

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates while insuring sufficient liquidity within the portfolio.

The short-term investment portfolio shall be designed with the annual objective of exceeding the return of the Florida State Board of Administration LGIP.

The long-term investment portfolio shall be designed with the annual objective of exceeding the return of the Merrill Lynch 1-3 Year Treasury/Agency Index compared to the portfolio's total rate of return. The Merrill Lynch 1-3 Year Treasury/Agency Index represents all U.S. Treasury/Agency securities maturing over one (1) year, but less than three (3) years. This maturity range is an appropriate benchmark based on the objectives of the City.

IV. ETHICAL STANDARDS

The investment officer and staff, acting in accordance with the written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

A. Ethics and Conflicts of Interest

The City's staff involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. All employees involved in the investment process shall

disclose to the City any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program. Applicable ethics standards provided by the City Charter, City Code, Section 2-11.1 of the Miami-Dade County Code, and Part III of Chapter 112, F.S., shall be complied with.

B. Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

C. Designation of Investment Officer

The Finance Director is designated as investment officer of the City and is responsible for investment decisions and the day-to-day administration of the cash management program. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures so established. The City may appoint an outside investment manager as "Agent" for the City's cash reserves. The "Agent" for the City shall have discretion over the purchase and sale of securities within and subject to compliance with this investment policy. Such investment manager must be registered under the Investment Advisor Act of 1940. The Finance Director shall consult with the City Manager as necessary regarding the City's investment activity.

Positions authorized as investment signatories are the City Manager and Finance Director.

V. **LISTING OF AUTHORIZED INVESTMENTS – (SUMMARY TABLE IN APPENDIX A)**

The following investments will be permitted by this policy as consistent with Section 218.415 (16) F.S. Those investments not listed in this section are prohibited.

A. **United States Government Securities**

Negotiable direct obligations or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

- Treasury Bills
- Treasury Notes
- Treasury Bonds
- Treasury Strips
- Treasury Securities – State and Local Government Series ("SLGS")
- Treasury Inflation Protection Securities ("TIPS")

Portfolio Composition

A maximum of 100% of available funds may be invested in the United States Government Securities with the exception of Treasury Strips which are limited to 10% of available funds.

Maturity Limitations

The maximum length to maturity of any direct investment in the United States Government Securities is seven (7) years from the date of purchase.

B. United States Government Agencies

Bonds, debentures or notes which may be subject to call, issued or guaranteed as to principal and interest by the United States Governments agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:

- United States Export – Import Bank
 - Direct obligations or fully guaranteed certificates of beneficial ownership
- Farmer Home Administration
 - Certificates of beneficial ownership
- Federal Financing Bank
 - Discount notes, notes and bonds
- Federal Housing Administration Debentures
- FDIC guaranteed notes (“TLGP” bonds)
- Government National Mortgage Association (“GNMA”)
 - GNMA guaranteed mortgage-backed bonds
 - GNMA guaranteed pass-through obligations
- General Services Administration
- New Communities Debentures
 - United States Government guaranteed debentures
- United States Public Housing Notes and Bonds
 - United States Government guaranteed public housing notes and bonds
- United States Department of Housing and Urban Development
 - Project notes and local authority bonds

Portfolio Composition

A maximum of 50% of available funds may be invested in United States Government agencies.

Limits on Individual Issuers

A maximum of 10% of available funds may be invested in individual United States Government agencies.

Maturity Limitations

The maximum length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase.

C. United States Government Sponsored Agencies

Bonds, debentures or notes which may be subject to call, issued or guaranteed as to principal and interest by United States Government sponsored agencies which are non-full faith and credit agencies limited to the following:

- Federal Farm Credit Bank (“FFCB”)
- Federal Home Loan Bank or its City Banks (“FHLB”)
- Federal National Mortgage Association (“FNMA”)
- Federal Home Loan Mortgage Corporation (“Freddie-Macs”) including Federal-Home Loan Mortgage Corporation participation certificates

Portfolio Composition

A maximum of 80% of available funds may be invested in Federal Instrumentalities.

Limits on Individual Issuers

A maximum of 25% of available funds may be invested in any one (1) issuer.

Maturity Limitations

The maximum length to maturity for an investment in any Federal Instrumentality security under this Section (C) is seven (7) years from the date of purchase. Mortgage backed securities will have average duration not greater than five (5) years.

D. Interest Bearing Time Deposit or Savings Account*

Non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of Florida or the United States provided that such deposits are secured by collateral as prescribed by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

Portfolio Composition

A maximum of 10% of available funds may be invested in non-negotiable interest bearing time certificates of deposit.

Limits on Individual Issuers

A maximum of 10% of available funds may be deposited with any one (1) issuer.

Limits on Maturities

The maximum maturity on any certificate shall be no greater than one (1) year from the date of purchase.

E. Repurchase Agreements*

1. Invest in repurchase agreements composed of only those investments based on the requirements set forth by the City's Master Repurchase Agreement. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Finance Director or designee and retained. All firms are required to sign the Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.
2. Collateralized by full faith or general faith and credit obligations of the United States Government or United States Government Agency securities. Securities authorized for collateral must have maturities under five (5) years and with market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from 102 percent requirement are permissible only upon the written approval of the Finance Director or designee and/or the City's Investment Manager.

Portfolio Composition

A maximum of 20% of available funds may be invested in repurchase agreements excluding one (1)-business day agreements and overnight sweep agreements.

Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one (1) institution excluding one (1)-business day agreements and overnight sweep agreements.

Limits on Maturities

The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

**F. The Florida Local Government Surplus Funds Trust Fund
(State Board of Administration – SBA)**

Portfolio Composition

A maximum of 50% of available funds may be invested in the SBA.

G. Intergovernmental Investment Pools

Investment Authorization

Intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives.

Portfolio Composition

A maximum of 25% of available funds may be invested in intergovernmental investment pools.

Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City's Investment Manager that will contain a list of questions that covers the major aspects of any investment pool/fund.

H. Registered Investment Companies (Money Market Mutual Funds)

Registered with the Securities and Exchange Commission with the highest credit quality rating from a nationally recognized rating agency; portfolio is limited to direct obligations of the United States Government or any agency or instrumentality thereof.

Portfolio Composition

A maximum of 35% of available funds may be invested in money market funds.

Limits of Individual Issuers

A maximum of 15% of available funds may be invested with any one (1) money market fund.

Rating Requirements

The money market funds shall be rated "AAAm" or "AAAm-G" or better by Standard & Poor's, or the equivalent by another rating agency.

Due Diligence Requirements

A thorough review of any money market fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City's Investment Advisor/s that will contain a list of questions that covers the major aspects of any money market fund.

I. Commercial Paper

Commercial paper of any United States company that is rated "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper). If the commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated "A" or better by at least two (2) nationally recognized rating agencies.

Portfolio Composition

A maximum of 25% of available funds may be directly invested in prime commercial paper.

Limits on Individual Sectors

A maximum of 10% of available funds may be invested with any one sector.

Limits on Individual Issuers

A maximum of 2% of available funds may be invested with any one issuer.

Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

J. Corporate Notes

Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, "A" or better by at least two (2) nationally recognized rating agencies.

Portfolio Composition

A maximum of 25% of available funds may be directly invested in corporate notes.

Limits on Individual Sectors

A maximum of 10% of available funds may be invested with any one sector.

Limits on Individual Issuers

A maximum of 2% of available funds may be invested with any one issuer.

Maturity Limitations

The maximum length to maturity for corporate notes shall be five (5) years from the date of purchase.

K. Taxable/Tax-Exempt Municipal Bonds

Debt obligations of non-profit entities such as states, counties, cities, authorities or other institutions. These may be taxable or tax-exempt and may be General Obligation (GO's) and/or Revenue Bonds and must be rated "A" by Moody's, Standard & Poor's or Fitch for long term debt, or rated at least "MIG-2 by Moody's, SP-2 by Standard & Poor's or F-2 by Fitch.

Portfolio Composition

A maximum of 25% of available funds may be directly invested in Taxable and/or Tax Exempt Debt.

Limits on Individual Issuers

A maximum of 2% of available funds may be invested with any one issuer.

Maturity Limitations

The maximum length to maturity for Taxable and/or Tax Exempt Debt shall be five (5) years from the date of purchase

L. Asset Backed Securities

Invest in Asset Backed Securities (ABS) issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, AAA or the equivalent by at least two (2) nationally recognized rating agencies.

Portfolio Composition

A maximum of 15% of available funds may be directly invested in ABS.

Limits on Individual Sectors

A maximum of 10% of available funds may be directly invested in ABS of any one industry sub-sector as defined by Bloomberg Industry Groups.

Limits on Individual Issuers

A maximum of 2% of available funds may be invested with any one issuer.

Maturity Limitations

The maximum length to maturity for ABS shall be (5) 5 years from the date of purchase.

M. Israel Bonds*

Direct obligations from the State of Israel denominated in US dollars. Obligations may include, but are not limited to:

- Institutional-class bonds that are broadly syndicated and registered with the SEC or other US regulatory agency
- Retail-class offerings that may require safekeeping arrangements, may not be registered by the SEC or other US regulatory agency and/or may not offer secondary market liquidity

Portfolio composition

A maximum of \$150,000.00 in par value may be invested in direct obligations from the State of Israel, excluding securities guaranteed by the US government through its AID program or any of its agencies.

Maturity Limitations

The maximum length to maturity for Israel bonds shall be three (3) years from the date of purchase.

VI. PROHIBITIONS

The purchase of derivative instruments as defined by the Government Account Standards Board ("GASB") or any investment instrument which is structured to derive a rate of return from an investment source other than the originally purchased investment is strictly prohibited.

VII. INVESTMENT PARAMETERS**A. Maturity and Liquidity Requirements**

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched with a specific cash flow, the City will not directly invest in securities maturing more than seven (7) years from the date of purchase. Average life will be used as the maturity for mortgage-backed securities and the intergovernmental pool investments.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as Local Government Investment Pools, or money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

VIII. SAFEKEEPING AND CUSTODY

A. Authorized Investment Institutions and Dealers

The City shall only purchase investments from the State Board of Administration, Florida Municipal Investment Trust, financial institutions which are qualified as public depositories by the Treasurer of the State of Florida, primary security dealers (or their agents) as designated by the Federal Reserve Bank of New York, or by secondary securities dealers (or their agents) who act as investment banking arms of local qualified banking institutions.

All financial institutions and broker/dealers who desire to provide investment services must supply the following as appropriate and as requested:

1. Annual audited financial statements;
2. Public depository certification;
3. Proof of National Association of Securities Dealer ("NASD") Certification;
4. Certification of having read the City's investment policy;
5. Credit rating provided by a nationally recognized monitoring agency.

B. Delivery vs. Payment

All trades where applicable will be executed by delivery versus payment ("DVP") to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

C. Master Repurchase Agreement

The investment policy shall require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.

D. Bid Requirements

Investments will be chosen based on liquidity needs and market conditions. The investments will be competitively bid when feasible and appropriate. Except as required by law, the bid deemed to best meet the investment objectives must be selected.

E. Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Finance Director shall establish a process for an annual independent review as

part of the annual financial audit to assure compliance with the policies and procedures. The internal controls shall address the following points:

1. Control of collusion – Collusion is a situation where two (2) or more employees are working in conjunction to defraud their employer.
2. Separation of transaction authority from accounting and record keeping – By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial safekeeping – All securities, with the exception of certificates of deposit, shall be held with a third-party custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. No withdrawal of such securities, in whole or in part, shall be made from safekeeping except by the Finance Director as authorized herein, or by their respective designee.
4. Certificates of Deposit issued by a local bank or savings and loan association may be held in safekeeping at that institution. The institution shall issue a copy of the certificate of deposit, a safekeeping receipt, or some other confirmation of the purchase that is satisfactory to the Finance Director. This will be kept on file in the Finance Department and will indicate the amount, interest rate, issue date and maturity date of the certificate of deposit.
5. Avoidance of physical delivery securities – Book entry securities are much easier to transfer and account for since actual delivery is never taken. Physical delivery securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
6. Clear delegation of authority to subordinate staff members – Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions.
7. Written confirmation of telephone transactions for investments and wire transactions – Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by appropriate personnel unless an agreement is executed with a financial institution as discussed in paragraph B.8 below.
8. Development of a wire transfer agreement with a bank or third-party custodian – This agreement should outline the various controls and security provisions for making and receiving wire transfers.

IX. CONTINUING EDUCATION

The Finance Director and Controller shall annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products.

X. REPORTING

The Finance Director shall provide a quarterly investment report to the City Manager. The report shall list investments by fund and type and include the book value, income earned and market value as of the report date.

XI. SECURITIES; DISPOSITION

- A. Every security purchased under this section on behalf of the governing body of the City must be properly earmarked and:
1. If registered with the issuer or its agents, must be immediately placed for safekeeping in a location that protects the governing body's interest in the security;
 2. If in book entry form, must be held for the credit of the governing body by a depository chartered by the Federal Government, the state, or any other state or territory of the United States which has a branch or principal place of business in this state as defined in s. 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state, and must be kept by the depository in an account separate and apart from the assets of the financial institution; or
 3. If physically issued to the holder but not registered with the issuer or its agents, must be immediately placed for safekeeping in a secured vault.
- B. The City may also receive bank trust receipts in return for investment of surplus funds in securities. Any trust receipts received must enumerate the various securities held, together with the specific number of each security held. The actual securities on which the trust receipts are issued may be held by any bank depository chartered by the Federal Government, this state, or any other state or territory of the United States which has a branch or principal place of business in this state as defined in s. 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state.

XII. SALE OF SECURITIES

When the invested funds are needed in whole or in part for the purposes originally intended or for more optimal investments, the City may sell such investments at the then-prevailing market price and place the proceeds into the proper account or fund of City.

XIII. PREEXISTING CONTRACT

Any public funds subject to a contract or agreement existing on May 1, 2009, may not be invested contrary to such contract or agreement.

XIV. AUDITS

Certified public accountants conducting audits of the City pursuant to s. 218.39 shall report, as part of the audit, whether or not the City has complied with section 218.415, F.S., and this Investment Policy.

XV. AUTHORIZED DEPOSITS

In addition to the investments authorized for the City in subsection (VIII), as authorized by paragraph (23) of Section 218.415, F.S., the City may deposit any portion of surplus public funds in its control or possession in accordance with the following conditions:

- A. The funds are initially deposited in a qualified public depository, as defined in s. 280.02, selected by the

City.

- B. The selected depository arranges for the deposit of the funds in certificates of deposit in one (1) or more federally insured banks or savings and loan associations, wherever located, for the account of the City.
- C. The full amount of principal and accrued interest of each such certificate of deposit is insured by the Federal Deposit Insurance Corporation.
- D. The selected depository acts as custodian for the City with respect to such certificates of deposit issued for its account.
- E. At the same time the City's funds are deposited and the certificates of deposit are issued, the selected depository receives an amount of deposits from customers of other federally insured financial institutions, wherever located, equal to or greater than the amount of the funds initially invested by the City through the selected depository.

XVI. PROHIBITED INVESTMENTS

The City is prohibited from investing in any company that engages in business with the countries of Iran and Sudan. The City Manager may promulgate specific requirements for the implementation of this provision based upon criteria applied by the Local Government Surplus Funds Trust Fund for such purpose.

XVII. INVESTMENT POLICY REVIEW

The Finance Director shall review this Investment Policy on an annual basis. Any recommended changes to this policy must be approved by the City Manager and subsequently by the City Commission. However, upon the initial approval of this Investment Policy by resolution of the City Commission, this Investment Policy shall be amended by the City Manager without the necessity of further action by the City Commission, to the extent that said amendments are necessary for conformance with any amendments made to Section 218.415, F.S.

Originally Adopted – June 2, 2009 (Resolution No. 2009-30)

Revised – September 22, 2009 (Ordinance No. 2009-17)

Revised – November 1, 2011 (Resolution No. 2011-61)

Revised – July 8, 2014 (Resolution No. 2014-33)

Revised – October 6, 2016 (Resolution No. 2016-__)

*Investments managed internally by City staff, not managed by Investment Advisor

Appendix A
Authorized Investments Summary Table

Investment Type	Minimum Rating¹	Maximum Composition	Subsector Limit	Individual Issuer Limit	Maximum Maturity
United States Government Securities	UST	100%	-	-	7 Years
United States Government Agencies ²	AGY	50%	-	10%	5 Years
United States Government Sponsored Agencies ³	AGY	80%	-	25%	7 Years
Interest Bearing Time Deposit or Savings Account ^{4*}	QPD	10%	-	10%	1 Year
Repurchase Agreements ^{5*}		20%	-	-	90 Days
Counterparty	A-1/P-1	5%	-	-	-
Collateral	UST/AGY	-	-	-	
Florida Local Government Surplus Trust Fund (SBA) ^{6*}	AAAm	50%	-	-	-
Intergovernmental Investment Pools ^{6*}	AAA/Aaa	25%	-	-	-
Money Market Mutual Funds ⁶	AAAm/AAAm-G	35%	-	15%	-
Commercial Paper	A-1/P-1 ^(A)	25%	10%	2%	270 days
Corporate Notes	"A" or better by at least 2				
	NRSRO's	25%	10%	2%	5 Years
Taxable and Tax-Exempt Municipal Bonds:	"A"/"A"				
General Obligation Bonds	MIG-2/SP-2	25%	-	-	5 Years
Revenue and Excise Tax Bonds		10% ^(B)	-	-	5 Years
Asset Backed Securities	AAA by at least 2				
	NRSRO's	15%	10%	2%	5 Years
Israel Bonds*		\$ 150,000	-	-	3 Years

1. Investments must meet the Minimum Rating requirement at the time of purchase. The Finance Director shall determine the appropriate action for any investment held that is downgraded below the Minimum Rating by one (1) or more rating agencies

2. Securities purchased under the Temporary Liquidity Guarantee Program (TLGP) are classified as Government Agencies as a result of the Federal Government Guarantee.

3. Federal Agency Mortgage Backed Securities will have an average life of five (5) years or less.

4. Interest Bearing Time Deposit or Savings Accounts will be purchased from/held with a Qualified Public Depository defined in Florida State Statute Chapter 280. The list of QPD's can be found on the State of Florida's Chief Financial Officer's website.

5. Collateral for Repurchase Agreements will be limited to United States Government or United States Government Agency securities, have a value of 102% of the Repurchase Agreement, and a final maturity of five (5) years or less. Repurchase Agreements with a maturity of more than one (1) day will be held with a Third Party Custodian.

6. Maximum maturity and weighted average maturity defined in prospectus.

^(A) If commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated "A" or better by at least 2 nationally recognized rating agencies.

^(B) Maximum of 10% of available funds may be invested in taxable and tax-exempt Revenue and Excise tax bonds of various municipalities of the State of Florida, provided none of such securities have been in default within 5 years prior to the date of purchase.

*Investments managed internally by City staff, not managed by Investment Advisor

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

BY: Antonio F. Tomei, Capital Projects Manager *afj*

DATE: September 8, 2016

SUBJECT: **Recommendation: Bid No: 16-08-30-2 – Country Club Drive Pedestrian Safety Improvements**

October 10, 2016 City Commission Meeting Agenda Item 5D

Recommendation

It is recommended that the City Commission adopt the attached Resolution awarding Bid No. 16-08-30-2, Country Club Drive Pedestrian Safety Improvements to the lowest responsible and responsive bidder, Horsepower Electric, Inc. for the price of \$239,900. This project will be funded by Budget Line Item Number 120-5001-541-6341.

Background

In accordance with the City's Purchasing Ordinance, bids for this project were solicited, advertised, and opened on August 30, 2016. The City received the following two (2) bids for this project:

Horsepower Electric, Inc.	\$239,900.00
Traffic Control Devices, Inc.	\$322,665.00

The Project is generally described as the purchase and installation of rectangular rapid flashing beacon (RRFB) assemblies at five (5) existing pedestrian crosswalk locations on Country Club Drive. Upon completion of the project, the \$239,900 construction cost will be reimbursed to the City through a Federal Highway Administration Grant administered through the Florida Department of Transportation.

If you have any questions or need any additional information, please feel free to contact me.

RESOLUTION NO. 2016-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 16-08-30-2, COUNTRY CLUB DRIVE PEDESTRIAN SAFETY IMPROVEMENTS TO HORSEPOWER ELECTRIC, INC. AT THE BID PRICE OF \$239,900; 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.

WHEREAS, the City Manager has, pursuant to the various laws of the State of Florida and the Code of the City of Aventura, properly solicited and accordingly accepted bids for BID NO. 16-08-30-2, Country Club Drive Pedestrian Safety Improvements; and

WHEREAS, sealed bids have been submitted to and received by the City pursuant to the City's Invitation to Bid/Notice to Bidders, specifications, proposals, and requirements for the project/work as cited above; and

WHEREAS, staff has determined that Horsepower Electric, Inc. submitted the lowest responsible and responsive bid for said project/work; and

WHEREAS, the City Commission, upon the recommendation of the City Manager, is therefore desirous of awarding said bid/contract to said lowest responsible and responsive bidder;

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

Section 1: That bid/contract for BID NO. 16-08-30-2, Country Club Drive Pedestrian Safety Improvements, is hereby awarded to Horsepower Electric, Inc. in the amount of \$239,900.

Section 2: That the City Manager is hereby authorized to execute, on behalf of the City, a contract by and between the parties embodying the terms, conditions, and specifications as set forth in the subject Invitation to Bid/Notice to Bidders, bid specifications, bid proposal and bid requirements, or if a City prepared contract was part of said bid proposal, said parties shall execute said prepared contract on behalf of the City.

Section 3: That the City Manager is hereby authorized and requested to take all necessary and expedient action to carry out the aims of this Resolution in awarding this bid/contract.

Section 4: That the funds to be allocated and appropriated pursuant hereto and for the purpose of carrying out the tenets of this Resolution shall be from Budget Line Item Number 120-5001-541-6341.

Section 5: This Resolution shall be 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 Teri Holzberg	_____
Commissioner Dr. Linda Marks	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Vice Mayor Denise Landman	_____
Mayor Enid Weisman	_____

PASSED AND ADOPTED this 10th day of October, 2016.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

MEMORANDUM

CRAVEN THOMPSON AND ASSOCIATES, INC.

Date: August 31, 2016

To: Antonio F. Tomei, Capital Projects Manager
Office of the City Manager
City of Aventura

From: Peter W. Aquart, PE, Consulting Engineer

Reference: Country Club Drive Pedestrian Safety Improvements
Bid Number 16-08-30-2

We have reviewed the results for the above referenced request for bids. The following contractors submitted a bid:

- Traffic Control Devices, Inc.
- Horsepower Electric, Inc.

Enclosed is a bid tabulation spreadsheet showing all of the individual unit prices and extended prices.

The apparent low bidder is Horsepower Electric, Inc. We consider them to be a responsible bidder.

It is our opinion that Horsepower Electric, Inc. is the lowest responsible bidder and recommend awarding the contract to them for the total amount of \$239,900.00.

If you have any questions or require any additional information, please call.

Enclosures: Bid Tabulation



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111th Avenue
Miami, Florida 33172-5800

JIM BOXOLD
SECRETARY

September 2, 2016

Antonio F. Tomei
Capital Projects Manager
Office of the City Manager
19200 West Country Club Drive
Aventura, FL 33180

Subject: **Concurrence Letter**
Country Club Drive Pedestrian Safety Improvements
FM# 436625-1
Contract: G0D72
Federal ID: 4042-434-C
County: Miami-Dade

Dear Mr. Tomei:

The Florida Department of Transportation has received the subject LAP project's bid tabulation and request for concurrence. This letter serves as a concurrence from the Florida Department of Transportation to the City of Aventura to proceed with the Award recommendation to Horsepower Electric, Inc.

Please be advised that, per 23 CFR 635.116 (b), all subcontractor's contracts must be reviewed and approved by the Department prior to execution by the prime contractor

Attached please find:

- A Performance Evaluation form that the Department will use, upon closing the project, to evaluate your Agency during the execution and management of the subject project;
- An Excel workbook containing Invoicing instructions and templates for LAP reimbursement requests

Please contact District 6 LAP Project Manager Alfredo Reyna at (305) 470-5288 if you have any questions or concerns.

Sincerely,

Aiah Yassin
District LAP Administrator

Attachments:
LAP Performance Evaluation Form, Invoicing Instructions and Templates Workbook

Cc: Alfredo Reyna, File

SECTION 00410
SCHEDULE OF VALUES FOR LUMP SUM CONTRACT

BIDDER'S NAME: Horsepower Electric Inc.

Time to Substantial Completion: 90 calendar days from issuance of the Notice to Proceed.

Time to Final Completion: 15 calendar days from date of substantial completion.

TOTAL CONTRACT TIME: 105 CALENDAR DAYS

Pay Item	Estimated Quantity	Description	Unit	Unit Price	Extended Cost
		<u>GENERAL</u>			
1	1	GENERAL CONDITIONS	LS	\$ 6,500	\$ 6,500
2	1	MOBILIZATION	LS	\$ 5,000	\$ 5,000
3	1	MAINTENANCE OF TRAFFIC	LS	\$ 9,820	\$ 9,820
		SUB-TOTAL			\$ 21,320
		<u>SIGNING AND PAVEMENT MARKINGS</u>			
4	50	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	\$ 490	\$ 24,500
5	1	SINGLE POST SIGN, RELOCATE	AS	\$ 300	\$ 300
6	34	SINGLE POST SIGN, REMOVE	AS	\$ 50	\$ 1,700
7	320	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	\$ 4	\$ 1,280
9	1,000	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	\$ 2	\$ 2,000
		SUB-TOTAL			\$ 29,780
		<u>SIGNALIZATION</u>			
9	20	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL - SOLAR POWERED, COMPLETE ASSEMBLY - SINGLE DIRECTION	AS	\$ 9,200	\$ 184,000
		SUB-TOTAL			\$ 184,000
		<u>ALLOWANCE</u>			
10	1	ALLOWANCE FOR CITY OF AVENTURA POLICE DEPARTMENT PRESENCE (\$40/HR)	LS	\$4,800.00	\$4,800.00
		SUB-TOTAL			\$ 4,800
TOTAL BASE BID					\$ 239,900.00

Country Club Drive Pedestrian Safety Improvements
City of Aventura Bid No. 16-08-30-2
CTA Project No. 01-0103.201

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: September 8, 2016

SUBJECT: **Disbursement of Police Forfeiture Funds**

October 10, 2016 City Commission Meeting Agenda Item **5E**

RECOMMENDATION

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

"Motion authorizing the appropriation of up to \$25,000 for a drone, crime prevention programs, equipment and training from the Police Forfeiture Funds in accordance with the City Manager's Memorandum.

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

EMS/act

Attachment

CCO1952-16

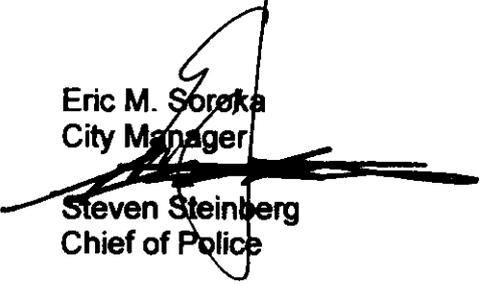
Summary

Crime Prevention equipment, programs and training - This is a request to spend up to \$10,000 of forfeiture funds to fund our departmental Crime Prevention unit. Funds will be used for crime prevention programs, equipment and training for the upcoming FY 2016-2017. All expenses for FY 2016 – 2017 for the Crime Prevention unit will come out of these approved funds in lieu of the Operating budget or CIP budget.

**CITY OF AVENTURA
POLICE DEPARTMENT**

INTER-OFFICE MEMORANDUM

TO: Eric M. Soroka
City Manager

FROM: 
Steven Steinberg
Chief of Police

DATE: 09/23/16

SUBJECT: Use of LETF funds

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

I am requesting City Commission approval for the expenditure of:

DJI drone	\$15,000
TOTAL EXPENDITURE REQUEST:	\$15,000

I certify that this requested expenditure complies with the below:

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

Item Description:

Drone – this is a battery powered drone to be flown only by trained and authorized police department personnel. It will be used as allowed by law and will comply with FAA regulation and/or requirements.

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: September 15, 2016

SUBJECT: **Resolution Authorizing the Execution of Child Abduction Response Team Mutual Aid Agreement With the Florida Department of Law Enforcement**



October 10, 2016 Commission Meeting Agenda Item **5F**

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing the execution of the Child Abduction Response Team (CART) Mutual Aid Agreement with the Florida Department of Law Enforcement.

BACKGROUND

The attached Agreement is a renewal request to continue to participate in CART. The Agreement allows agencies to request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnapping, abduction, false imprisonment and similar or related crimes.

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

EMS/act

Attachment

CCO1953-16

CITY OF AVENTURA
POLICE DEPARTMENT
INTER OFFICE MEMORANDUM

TO: Eric M. Soroka
City Manager

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

DATE: 13 September 2016

SUBJECT: CART MOU from FDLE

The attached documents are regarding a continuation of our MOU with the FL Department of Law Enforcement (FDLE) to assist with the Statewide Child Abduction Response Team (CART).

By the Commission approving the required documents it will allow this agency to continue our participation with the Statewide CART.



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Criminal Investigations and Forensic Science
Miami Regional Operations Center
1030 NW 111th Avenue
Miami, FL 33172
1-800-226-3023
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

September 12, 2016

RE: "Child Abduction Response Team"

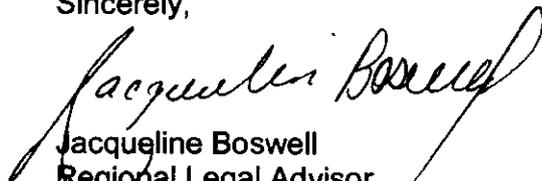
Dear Cart Participant:

Thank you for your continued interest in participating in the Child Abduction Response Team (CART). The program has been extended through December 31, 2020. Enclosed please find a copy of the signature page executed by the Florida Department of Law Enforcement which is considered as binding to the "Child Abduction Response Team" Mutual aid agreement.

Additionally, please find a signature page for your agency. If said Mutual Aid Agreement meets with your approval, please sign and return the original to me at the address listed above. Once all of the signatures have been received, a complete copy of the executed agreement will be forwarded to you.

Should you require any further information or assistance in this matter, please do not hesitate to contact me at 786 336-1050. Thank you in advance for your anticipated attention to this matter.

Sincerely,



Jacqueline Boswell
Regional Legal Advisor
Miami Regional Operations Center

Attachment:

RESOLUTION NO. 2016-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED CHILD ABDUCTION RESPONSE TEAM (CART) MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The City Manager is hereby authorized on behalf of the City of Aventura to execute and otherwise enter into that certain Child Abduction Response Team (CART) Mutual Aid Agreement between the City of Aventura and the Florida Department of Law Enforcement in substantially the form as attached hereto.

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

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 Teri Holzberg	_____
Commissioner Dr. Linda Marks	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Vice Mayor Denise Landman	_____
Mayor Enid Weisman	_____

PASSED AND ADOPTED this 10th day of October, 2016.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

**VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE
PARTICIPATING AGENCIES AND THE FLORIDA DEPARTMENT OF LAW
ENFORCEMENT TO FORM A SOUTH FLORIDA
CHILD ABDUCTION RESPONSE TEAM**

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to rescue abducted children and under appropriate circumstances allocate their resources to missing/endangered children cases; and

WHEREAS, the undersigned agencies are all participants in a multi-agency effort known collectively as the **Child Abduction Response Team (CART)**; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and

WHEREAS, this agreement does not supersede or take the place of any other agreement entered into by the various members of the Child Abduction Response Team. Those agreements shall remain in full effect.

NOW THEREFORE, the Parties agree as follows:

As acknowledged by their execution of this Agreement, each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the member agencies of the Child Abduction Response Team (CART) and the Florida Department of Law Enforcement (FDLE), subject to the terms and conditions noted herein, for the purposes and goals indicated.

Additional Parties may, at the request and with the approval of FDLE and the other CART members, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to FDLE.

CART GOALS AND COOPERATION TO BE RENDERED:

The goal of the CART is to provide a pool of specialized investigators to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to abducted children. To provide for voluntary cooperation, each of the CART agencies hereby

approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnapping, abduction, false imprisonment and similar or related crimes (utilizing state and federal prosecutions, as appropriate); the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Nothing herein shall otherwise limit the ability of participating CART members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the CART efforts, with the operations of the CART being coordinated with FDLE and other agency members.

JURISDICTION, PROCEDURES FOR REQUESTING ASSISTANCE, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal sites of CART activity shall be the following counties: Palm Beach, Broward, Dade and Monroe.

When engaged in CART operations that have been approved by FDLE, as contemplated by this Agreement, CART members that do not otherwise have jurisdictional authority shall enjoy full jurisdictional authority anywhere in the State of Florida, although principally focused within the principal sites of CART activity listed herein, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement. Officers assigned to CART operations pursuant to this agreement shall be empowered to render enforcement assistance and take law enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more CART member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Team that shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required. CART members operating outside the jurisdiction of their respective Agencies shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved CART activities as stated herein. Pursuant to Section 23.127(1), Florida Statutes, employees and agents of the undersigned Agencies participating in the CART, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. The CART will normally function as a force multiplier for the requesting agency, and the requesting agency will remain as the lead agency in overall control of the investigation, unless the requesting agency has formally asked that the CART, under FDLE supervision or other FDLE approved supervision, assume control of the investigation. The Parties stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the relevant agency chief executives for resolution. If at any time an FDLE supervisor or FDLE Special

Agent designee(s) determines that an extra-territorial CART operation pursuant to this agreement should be terminated, said operation is to be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No CART employee or agent shall engage in activities outside the jurisdictional territory of the CART pursuant to the authority of this Agreement that are not approved, are unreported or otherwise unknown to the FDLE supervisor and which are not documented as provided herein. FDLE supervisor(s) shall maintain documentation that will demonstrate the daily involvement of specific employees or agents provided by the Parties to this Agreement, including each operation's supervisor or designated leader. Such documentation will assist in memorializing which individuals had mutual aid authority pursuant to this Agreement for particular time periods.

After consultation with other participating CART agencies, FDLE may request that a particular employee or agent of the CART no longer be allowed to participate in furtherance of this Agreement. Upon receiving the request, the employing Agency shall promptly terminate said person's participation in the activities contemplated by this provision of the Agreement. Upon the request of a participating agency that a sworn or support member of FDLE no longer participate in the CART, FDLE shall, if otherwise in FDLE's best interest to do so, terminate said member's participation in the CART. With the approval of FDLE, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the CART.

Whenever an operation occurs outside the territorial limits of the principal sites of CART activity as set forth herein, the Chief of Investigations for the FDLE office in the region affected shall be notified about the presence of CART personnel in his or her region. Local law enforcement in the area of operation will be notified, as appropriate.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency.

FORFEITURE ACTIONS ARISING FROM THIS AGREEMENT:

Forfeiture actions based upon seizures made by the CART may be pursued in either state or federal court. Actions shall be based upon current statutory and case law. Distribution of the proceeds shall be shared equally among the participating agencies, or as otherwise specified by written agreement.

PROPERTY AND EVIDENCE:

All property and evidence, including currency, seized within Florida but outside the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, shall be taken into custody, processed and documented by an FDLE Special Agent in accordance with FDLE policy relating to the handling of property, evidence and currency.

When such items are seized within the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, the items may be taken into custody, processed, documented and maintained by the lead agency, the agency with primary jurisdiction or as otherwise agreed upon.

In the event an investigation becomes a federal case or inquiry, any such property and evidence will be transferred into the custody of the Federal Bureau of Investigation or handled in accordance with their direction.

LIABILITY AND COST-RELATED ISSUES:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omissions, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement. Nothing herein shall be deemed to constitute a waiver of any sovereign immunity that any Party is entitled to, statutorily under Section 768.28, Florida Statutes, or based on common law or case law. Each Party shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of their participating employees.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the CART and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude necessary property or resources being purchased, funded, or provided by a participating Party via the Party's legally vested forfeiture funds, if otherwise authorized by law.

Each Agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts, if legally applicable, that may be determined to be payable for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation, including overtime compensation, for its personnel utilizing its legally vested forfeiture funds to the extent allowed by law.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein. But, for Florida law enforcement officers, in no event shall such coverage be less than the statutory waiver of sovereign immunity limits. Each Party agrees to provide the other Parties with a copy of the respective insurance or self-insurance required hereunder, including the endorsements thereto and renewals thereto. In the event a Party maintains a self-insurance fund, such Party agrees to provide the other Parties with documentation to substantiate the existence and maintenance of such self-insurance fund. The Parties agree that federal participants will be governed by applicable federal laws concerning the above liability issues.

COMPLAINTS AGAINST CHILD ABDUCTION RESPONSE TEAM MEMBERS:

Whenever a complaint has been lodged as a result of CART efforts outside their jurisdictional boundaries pursuant to this Agreement, a designee of FDLE shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint, any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the CART participant(s) accused and the employing Agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

The Parties agree that federal agency participants will handle any complaints against their personnel while such federal personnel are involved in CART operations.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:

The principal goal of the Child Abduction Response Team is the rescue of abducted children and the arrest of criminal perpetrators. An equally important goal is the successful prosecution of perpetrators. The latter requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the CART are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling CART generated cases and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from CART operations are likewise to receive coordinated support efforts from CART members. CART supervisors shall monitor the efforts of CART members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the CART to assure the expected level of support from CART members is occurring. Failure by a member of the CART to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal of the member from this Agreement.

COPY TO EACH PARTICIPATING CART MEMBER AGENCY:

When this Agreement is fully executed, a copy shall be provided to each CART member so that each member may be fully aware of the powers, limitations, and expectations applicable to CART members and operations.

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Parties upon execution by the member agencies of the CART and FDLE. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original.

Execution of this Agreement may be signified by properly **signing and **dating** a separate signature page.**

The original agreement and all signature pages shall be maintained by the FDLE, Office of General Counsel. A copy of this agreement will also be maintained by the Special Agent in Charge for the CART region of operation.

This Agreement shall remain in full force as to all participating Parties until December 31, 2020, unless terminated in writing by FDLE as to all or separate Parties. This agreement may be renewed, amended, or extended only in writing. Any Party may withdraw from this Agreement upon providing written notice to FDLE and all other participating Parties. Any written cancellation or extension shall be maintained with the original agreement and a copy forwarded to FDLE Mutual Aid office.

PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE SOUTH FLORIDA CHILD ABDUCTION RESPONSE TEAM.

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

For the Florida Department of Law Enforcement (FDLE):



Richard Swearingen
Executive Director, Florida Department of Law Enforcement

JD
7/22/16

7/25/16
Date

PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE SOUTH FLORIDA CHILD ABDUCTION RESPONSE TEAM.

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may add or attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

For the City of Aventura Police Department:

Eric M. Soroka
City Manager

Steven Steinberg
Chief of Police

Date of Execution

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: September 27, 2016

SUBJECT: **Law Enforcement Mutual Aid Agreement Between the City and the City of Sunny Isles Beach**



October 10, 2016 City Commission Meeting Agenda Item 56

RECOMMENDATION

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

BACKGROUND

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

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

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

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

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

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

EMS/act

Attachment

RESOLUTION NO. 2016-__

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

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

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

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

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

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

Commissioner Teri Holzberg	_____
Commissioner Dr. Linda Marks	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Vice Mayor Denise Landman	_____
Mayor Enid Weisman	_____

PASSED AND ADOPTED this 10th day of October, 2016.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

MUTUAL AID AGREEMENT

Between the City of Sunny Isles Beach Police Department and the City of Aventura Police Department

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

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

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

WHEREAS, the participating **Dade County** municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Sunny Isles Beach**, subdivision of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

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

Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

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

4. Operations:

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

5. Powers, Privileges, Immunities, and Costs:
 - A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
 - B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
 - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
 - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2021**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____ day of _____, 20__.

George H. Scholl
Mayor,
City of Sunny Isles Beach, FL

Eric M. Soroka
City Manager,
City of Aventura, FL

ATTEST:

ATTEST:

Jane A. Hines
City Clerk,
City of Sunny Isles Beach, FL

Ellisa L. Horvth
City Clerk,
City of Aventura, FL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Hans Ottinot
City Attorney,
City of Sunny Isles Beach, FL

City Attorney,
City of Aventura, FL

**JOINT DECLARATION
OF THE CHIEF OF THE CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT
AND THE CHIEF OF THE CITY OF AVENTURA POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

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

participating in law enforcement activities that are preplanned and approved by each respective agency head, or

appropriately dispatched in response to a request for assistance from the other law enforcement agency.

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

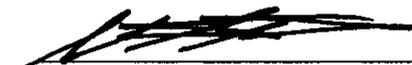
1. Joint multi-jurisdictional criminal investigations
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes
3. Any natural disaster
4. Incidents which require rescue operations and crowd and traffic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

9. Enemy attack
10. Transportation of evidence requiring security
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions
12. Security and escort duties for dignitaries
13. Emergency situations in which one agency cannot perform its functional objective
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information
15. Joint training in areas of mutual need
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries

DATE: _____

DATE: _____

 Fred A. Maas
 Chief of Police.
 Sunny Isles Beach, Florida



 Steve Steinberg
 Chief of Police
 Aventura, Florida

ATTEST:

ATTEST:

 Hans Ottinot,
 City Attorney,
 Sunny Isles Beach, Florida.

 City Attorney,
 Aventura, Florida

**JOINT DECLARATION AMENDMENT UNDER
CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT AND THE CITY OF
AVENTURA POLICE DEPARTMENT'S
MUTUAL AID AGREEMENT**

This Agreement amends the Joint Declaration under the Mutual Aid Agreement of _____, 20____, to include and permit concurrent **marine patrol** related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal Waterway (ICW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

It will be agreed between both Chiefs of Police of the **City of Sunny Isles Beach** and the **City of Aventura** to the following conditions of concurrent marine patrol related jurisdiction:

1. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules, and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency.
2. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction the incident occurred regardless of which agency completed the original offense incident report.
3. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree to a 50-50 share of the final asset distribution following the payment of all expenses relating to the prosecution of the civil case. The jurisdiction of civil forfeiture action shall be filed by seizing agency.
4. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of Mutual Aid Agreement.

This Amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint

Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the **City of Sunny Isles Beach Police Department** and the **City of Aventura Police Department**.

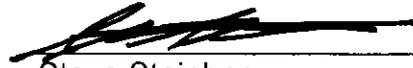
Date

Date

George H. Scholl
Mayor
City of Sunny Isles Beach, Florida

Eric M. Soroka
City Manager
City of Aventura, Fl.

Fred A. Maas
Chief of Police
City of Sunny Isles Beach, Florida



Steve Steinberg
Chief of Police
City of Aventura, Fl.

RESOLUTION NO. 2016-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, CALLING UPON FEDERAL AND STATE-ELECTED OFFICIALS TO COLLABORATE WITH LOCAL OFFICIALS AND FIRST RESPONDERS TO PREVENT MASS SHOOTINGS AND LARGE-SCALE HUMAN LOSS OF LIFE AND SUFFERING FROM MASS SHOOTINGS IN AMERICA BY LIMITING THE AVAILABILITY AND USE OF MILITARY GRADE, HIGH CAPACITY MAGAZINE ASSAULT WEAPONS TO LAW ENFORCEMENT AGENCIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the confluence of the Internet, international and lone wolf domestic terrorism, underfunded community mental health programs, and easy access to military grade, high capacity magazine assault weapons has created circumstances which have led to an unprecedented number of mass shootings in communities in this state and around the country in recent years; and

WHEREAS, in recent years, mass shootings involving military grade-high capacity magazine assault weapons have occurred with alarming regularity; and

WHEREAS, the military scaled weaponry used in these mass shootings exceeds the weaponry generally available to local law enforcement officers, which puts those officers, together with their communities and safe gathering places where community life is enjoyed, in great and unnecessary peril; and

WHEREAS, military grade, high capacity magazine assault weapons and the grave hazard they present to communities and innocent citizens have no valid role to serve in community and civilian life and are even disavowed by most reputable pro-hunting organizations; and

WHEREAS, as indicated through national surveys, a majority of the American public, including legal gun owners, support extensive background checks for gun ownership and limiting the availability and use of military grade, high capacity magazine assault weapons to bona-fide and highly trained law enforcement agencies; and

WHEREAS, the United States Senate, following the tragedy at Pulse Nightclub in Orlando, Florida voted on, but was unable to pass, a proposal to update the background check system for gun purchases, which would have required states to add more information on mental health records to a national database, and which also included a provision to alert law enforcement agencies when an individual who was on a government terror watch list in the last five years buys a gun; and

WHEREAS, the United States Senate, following the tragedy at Pulse Nightclub in Orlando, Florida voted on, but was unable to pass, a proposal to expand the background check system for those buying guns to require checks at gun shows and for online purchases; and

WHEREAS, the United States Senate, following the tragedy at Pulse Nightclub in Orlando, Florida voted on, but was unable to pass, a proposal to delay gun sales to individuals included on a government terror watch list, which would also allow a judge to permanently block a purchase if the court determined with probable cause that the individual is involved in terrorist activity; and

WHEREAS, the United States Senate, following the tragedy at Pulse Nightclub in Orlando, Florida voted on, but was unable to pass, a proposal that sought to bar all gun sales to those individuals on the terror watch list; and

WHEREAS, gun violence is a pervasive, national problem that is exacerbated by the availability of semi-automatic assault weapons at gun shows, flea markets, and other organized events; and

WHEREAS, the drafters of the Second Amendment to the United States Constitution never envisioned automatic or semi-automatic weapons when the right to bear arms was first conceived; and

WHEREAS, one of the principal goals of the United States Constitution, as set forth in its preamble, is "to insure domestic tranquility"; and

WHEREAS, the proliferation of automatic and semi-automatic weapons, as well as high capacity ammunition devices and magazines, presents a growing problem to law enforcement and to this nation's domestic tranquility; and

WHEREAS, over 5,000 gun shows are held annually across the United States, attracting thousands of attendees per show and hundreds of Federal firearms licensees and non-licensed vendors; and

WHEREAS, gun shows, as well as flea markets and other organized events at which a large number of firearms are offered for sale by federal firearms licensees and non-licensed vendors, form a significant part of the national firearms market; and

WHEREAS, at gun shows, flea markets, and other organized events at which guns are exhibited or offered for sale or exchange, criminals and others prohibited from owning firearms obtain guns without background checks and frequently use guns, whose ownership cannot be traced, to later commit crimes; and

WHEREAS, the Florida and United States legislatures have the authority to require, by statute, that any non-licensed vendors be required to conduct the same background check of the purchaser as currently required for licensed vendors; and

WHEREAS, the City Commission hereby provides that lawful hand guns are not included within the scope of the action requested by this Resolution.

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

Section 1. The elected Federal and State Legislative and Executive officials are called upon to support safe communities and heed the requests of our City to enhance the safety of our community and our many gathering places by supporting the desires of a majority of the American public to strictly limit the availability and use of military grade, high capacity assault weapons to bona fide law enforcement agencies and to do so with the sense of urgency and commitment which is warranted in the face of the ongoing, tragic, and unnecessary loss of life triggered by mass shootings with high powered, military grade, high capacity magazine assault weapons.

Section 2. The U.S. Congress is urged to reinstate the federal assault weapons ban.

Section 3. The Florida Legislature is urged to enact a state ban on assault weapons.

Section 4. Alternatively, the Florida Legislature is urged to lift the preemption presently in place in order to allow local governments to impose an assault weapons ban.

Section 5. The City Clerk's office is directed to transmit a copy of this resolution to our state, federal, and other local elected officials.

Section 6. This Resolution shall be effective immediately upon adoption hereof.

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

- Commissioner Teri Holzberg _____
- Commissioner Dr. Linda Marks _____
- Commissioner Marc Narotsky _____
- Commissioner Robert Shelley _____
- Commissioner Howard Weinberg _____
- Vice Mayor Denise Landman _____
- Mayor Enid Weisman _____

PASSED AND ADOPTED this 10th day of October, 2016.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY