

City Commission
Susan Gottlieb, Mayor

Enbar Cohen
Teri Holzberg
Billy Joel
Michael Stern
Howard Weinberg
Luz Urbáez Weinberg

The City of Aventura



City Manager
Eric M. Soroka, ICMA-CM

City Clerk
Teresa M. Soroka, MMC

City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske

MARCH 5, 2013 6 PM

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **AGENDA:** Request for Deletions/Emergency Additions
4. **SPECIAL PRESENTATIONS:** Employee Service Awards
5. **CONSENT AGENDA:** Matters included under the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately.
 - A. **APPROVAL OF MINUTES:**
February 5, 2013 Commission Meeting
February 21, 2013 Commission Workshop Meeting
 - B. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA DECLARING CERTAIN PROPERTY LISTED UNDER THE ASSETS OF THE CITY AS SURPLUS TO THE NEEDS OF THE CITY; DESCRIBING THE MANNER OF DISPOSAL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
 - C. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED CONTRACT RENEWAL FOR LANDSCAPE MAINTENANCE WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ON BISCAYNE BOULEVARD FROM THE OLETA RIVER BRIDGE NORTH TO THE MIAMI-DADE/BROWARD COUNTY LINE BY AND BETWEEN THE CITY OF AVENTURA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION;**

AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. MOTION TO ACCEPT FOR FILING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDED SEPTEMBER 30 2012 AND THE LETTER DATED FEBRUARY 19, 2013 ATTACHED HERETO AS ATTACHMENT A**

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.

- A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL PURSUANT TO SECTION 31-144(f)(2)j. OF THE CITY CODE TO PERMIT A SELF-SERVICE STORAGE FACILITY IN THE MO (MEDICAL OFFICE) DISTRICT; GRANTING APPROVAL OF VARIANCE FROM SECTION 31-144 (f)(4)d.3. OF THE CITY CODE TO PERMIT 29.7% OPEN SPACE, WHERE A MINIMUM OF 33% OPEN SPACE IS REQUIRED BY CODE; AND GRANTING APPROVAL OF VARIANCE FROM SECTION 31-144(f)(4)c. OF THE CITY CODE TO PERMIT A 20 FOOT WIDE REAR YARD SETBACK, WHERE A MINIMUM REAR YARD SETBACK OF 25 FEET IS REQUIRED BY CODE, FOR THE REDEVELOPMENT OF THE SELF SERVICE STORAGE FACILITY AT 21288 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.**

- B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING APPROVAL OF VARIANCE FROM SECTION 31-145 (b)(5) h. OF THE CITY CODE TO ALLOW COMMON OPEN SPACE OF 29.35%, WHERE A MINIMUM 35% COMMON OPEN SPACE IS REQUIRED BY CODE FOR THE TC1 (TOWN CENTER) DISTRICT; VARIANCE FROM SECTION 31-171(a)(6)a. OF THE CITY CODE TO ALLOW AN EXISTING 8.4 FOOT AND AN EXISTING 8.5 FOOT WIDE**

PARKING STALL, WHERE A MINIMUM PARKING STALL WIDTH OF 9 FEET IS REQUIRED BY CODE; VARIANCE FROM SECTION 31-171(a)(7) OF THE CITY CODE TO ALLOW AN EXISTING 4 FOOT AND 5 FOOT SETBACK TO PARKING PAVEMENT, WHERE A MINIMUM 10 FOOT SETBACK IS REQUIRED BY CODE; VARIANCE OF SECTION 31-221(i)(3) a.1. OF THE CITY CODE TO ALLOW AN EXISTING 5 FOOT WIDE AND AN EXISTING 6 FOOT WIDE TERMINAL ISLAND, WHERE A MINIMUM TERMINAL ISLAND WIDTH OF 7 FEET IS REQUIRED BY CODE; VARIANCE FROM SECTION 31-221(i)(3)a.2. OF THE CITY CODE TO ALLOW PARKING ROWS WITH MORE THAN NINE CONTIGUOUS PARKING SPACES WITHOUT A LANDSCAPED ISLAND, WHERE A MINIMUM OF ONE 7 FOOT WIDE LANDSCAPED ISLAND FOR EVERY NINE PARKING SPACES IS REQUIRED BY CODE; AND VARIANCE FROM SECTION 31-221(i)(3)a.2 OF THE CITY CODE TO ALLOW AN EXISTING 0 FOOT WIDE, AN EXISTING 3.9 FOOT WIDE AND AN EXISTING 4.8 FOOT WIDE DIVIDER MEDIAN, WHERE A MINIMUM 7 FOOT WIDE DIVIDER MEDIAN IS REQUIRED BY CODE, FOR THE TOWN CENTER AVENTURA PLAZA AT 2711 NE 187 STREET, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCES: FIRST READING--PUBLIC INPUT:

- A. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2011-08 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2011/2012 FISCAL YEAR BY REVISING THE 2011/2012 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; ESTABLISHING THE COMMITTED FUND BALANCE FOR HURRICANE/EMERGENCY AND DISASTER RECOVERY OPERATING RESERVES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.**

- B. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA APPROVING THE SALE AND PURCHASE AGREEMENT BETWEEN THE CITY OF AVENTURA AND PRESIDENTIAL AVENTURA PROPERTIES, LLC FOR THE SALE OF CITY REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO**

EXECUTE THE SALE AND PURCHASE AGREEMENT AND TO EXECUTE ANY DOCUMENTS NECESSARY TO EFFECTUATE THE SALE AND CLOSING OF THE CITY REAL PROPERTY; PROVIDING FOR IMPLEMENTATION OF TRANSACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

8. ORDINANCES – 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	MARCH 21, 2013 9AM	EXEC. CONFERENCE ROOM
COMMISSION MEETING	APRIL 2, 2013 6 PM	COMMISSION CHAMBER

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



**MINUTES
CITY COMMISSION MEETING
FEBRUARY 5, 2013 6 PM**

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

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

2. PLEDGE OF ALLEGIANCE: Led by Denise Pojomovsky

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

4. SPECIAL PRESENTATIONS: Certificates of Appreciation for ten years of service to the City were presented by Mr. Soroka to Johnny Cordero and Mary Smith.

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

A. The following minutes were approved:

January 8, 2013 Commission Meeting
January 17, 2013 Commission Workshop Meeting

B. **Resolution No. 2013-04** was adopted as follows:

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

C. The following motion was approved:

MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$130,000 TO BUILD A K-9 AREA WITHIN THE NEW PARKING GARAGE (\$67,000) AND TO EXPAND THE PROPERTY AND EVIDENCE ROOM WITHIN THE POLICE DEPARTMENT (\$63,000) FROM THE POLICE

FEDERAL FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.

- D. Resolution No. 2013-05 was adopted as follows:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ADOPTING THE CITY OF AVENTURA 2013 LEGISLATIVE PROGRAM AND PRIORITIES ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE

- E. Resolution No. 2013-06 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 COMMUNITY SERVICES ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE.

- F. Resolution No. 2013-07 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 HALLANDALE 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.

- G. Resolution No. 2013-08 was adopted as follows:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING ADOPTION OF UNIFORM FEDERAL LEGISLATION TO ACCOMPLISH A REDUCTION IN GUN VIOLENCE; PROVIDING FOR DISTRIBUTION OF RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

- H. Resolution No. 2013-09 was adopted as follows:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, PROVIDING FOR THE APPOINTMENT BY THE COMMISSION OF ONE OF ITS APPOINTEES TO THE BOARD OF

TRUSTEES OF THE POLICE OFFICERS' RETIREMENT PLAN TO FILL A VACANCY; AND PROVIDING AN EFFECTIVE DATE.

- I. **Resolution No. 2013-10** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE FORM OF LICENSE TO USE PROPERTY BETWEEN THE CITY OF AVENTURA AND PMG AVENTURA LLC; APPROVING THE FORM OF LICENSOR ESTOPPEL CERTIFICATE AND AGREEMENT BETWEEN THE CITY OF AVENTURA AND COLFIN AVENTURA FUNDING LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LICENSE FOR USE OF REAL PROPERTY AND LICENSOR ESTOPPEL CERTIFICATE AND AGREEMENT AFTER ACCEPTANCE OF THE TITLE OR DEED TO THE PROPERTY; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; ALL RELATING TO A 1.5 ACRE PARCEL OF LAND WITH A MUNICIPAL ADDRESS OF 3200 NE 188 STREET, CITY OF AVENTURA; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Luz Weinberg and Mr. Soroka presented Certificates of Appointment to the newly appointed members of the Community Services Advisory Board.

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

- 8. ORDINANCES: SECOND READING/PUBLIC HEARING:** Mr. Wolpin reviewed the quasi-judicial procedures for this item and read the following Ordinance by title:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AVENTURA BY AMENDING THE ZONING DESIGNATION FOR A 0.51 ACRE PARCEL OF LAND LOCATED AT 20605 NE 34 AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, FROM RS2, RESIDENTIAL SINGLE FAMILY DISTRICT TO RMF3A, MULTIFAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE

Mrs. Soroka administered the oath to those parties interested in speaking to this item. A motion for approval was offered by Commissioner Joel and seconded by Commissioner Holzberg. Ms. Carr addressed the Commission. Vice Mayor Weinberg opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Ordinance No. 2013-02** was enacted.

9. **RESOLUTIONS – PUBLIC HEARING:** None.
10. **REPORTS:** As presented.
11. **PUBLIC COMMENTS:** Sheryl Losos, Marina Cove, Krop Senior High School.
12. **OTHER BUSINESS:** None.
13. **ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 6:15 p.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

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



MINUTES
CITY COMMISSION
WORKSHOP MEETING
FEBRUARY 21, 2013 9am

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

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

- 1. POLICE RADIO SYSTEM UPGRADE PROJECT (City Manager):** Lt. Tom Labombarda advised the Commission of this project and its necessity.
CITY MANAGER SUMMARY: Consensus to approve and provide for budget amendment legislation.
- 2. AVENTURA WATERWAYS MULTI-USE DEVELOPMENT (NE 207 ST AND ne 30 AVE):** Developer Victor Ballestas, Architect Bernard Zyscovich and Attorney Jeffrey Bercow requested Commission establish a new mixed use zoning category to provide for proposed development of this property.
CITY MANAGER SUMMARY: Consensus that residential units not exceed 125 and Developer resubmit proposal, if desired, to decrease his residential component accordingly.
- 3. REQUEST TO ATTEND MIAMI-DADE DAYS IN TALLAHASSEE** (Commissioner Howard Weinberg). Commission Howard Weinberg requested that the City fund his participation in this event.
CITY MANAGER SUMMARY: Consensus not to fund.

Mr. Soroka requested and received consensus to change the May Workshop meeting to May 16, 2013 at 9 a.m.

- 4. ADJOURNMENT:** There being no further business to come before the Commission at this time, the meeting adjourned at 11 a.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

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

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: February 6, 2013

SUBJECT: **Resolution Declaring Equipment Surplus**



March 5, 2013 Commission Meeting Agenda Item 5B

RECOMMENDATION

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

BACKGROUND

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

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

EMS/act

Attachment

RESOLUTION NO. 2013-___

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

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

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

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

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

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

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

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

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

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

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

Resolution No. 2013-____
Page 2

PASSED AND ADOPTED this 5th day of March, 2013.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

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

TO: Eric M. Soroka, City Manager

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

DATE: 6 February 2013

SUBJECT: Surplus Property

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

2007 Ford Crown Victoria
VIN# 2FAFP71WX7X136851

CITY OF AVENTURA

INFORMATION TECHNOLOGY DEPARTMENT

MEMORANDUM

TO: Eric M. Soroka, City Manager
FROM: Karen J. Lanke, Information Technology Director
DATE: February 21, 2013
SUBJECT: Surplus Computer Equipment

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

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

Attachment

**City of Aventura
Computer Equipment Inventory**

Exhibit A

Asset Tag	Brand	Model	Qty	Serial Number	Type
	Dell	Optiplex 745	1	28Q3QD1	Desktop
	Dell	Optiplex 755	1	6NNQGH1	Desktop
	Dell	Optiplex 755	1	8YDRXF1	Desktop
	Dell	Optiplex 755	1	94FNGH1	Desktop
	Dell	Optiplex 755	1	F5TTCH1	Desktop
	Dell	Optiplex 760	1	1SYSTK1	Desktop
	Dell	Optiplex 760	1	72S4WK1	Desktop
	Dell	Optiplex 760	1	9TH5WK1	Desktop
	Dell	Optiplex 760	1	DTH5WK1	Desktop
1676	Dell	Optiplex GX260	1	4WRCY21	Desktop
2434	Dell	Optiplex GX620	1	8NBLV71	Desktop
	Dell	Optiplex GX620	1	8WHKWB1	Desktop
2803	Dell	Optiplex GX620	1	94X5WB1	Desktop
	Dell	Latitude D630	1	1B0NGH1	Laptop
	Dell	Latitude D630	1	5D0NGH1	Laptop
	Dell	Latitude D630	1	5VJ0WD1	Laptop
	Dell	Latitude D630	1	7VJ0WD1	Laptop
	Dell	Latitude D630	1	GHZ82D1	Laptop
	Dell	Latitude D630	1	HB0NGH1	Laptop
	Dell	Latitude E6400	1	12L6WK1	Laptop
	Dell	Latitude E6400	1	22L6WK1	Laptop
	Dell	Latitude E6400	1	4M0QRK1	Laptop
	Dell	Latitude E6400	1	73L6WK1	Laptop
	Dell	Latitude E6400	1	91L6WK1	Laptop
	Dell	Latitude E6400	1	C3L6WK1	Laptop
	Dell	1504FP	1	KR03X966476022C2D15C	Monitor
	ViewSonic	Optquest Q41	1	701004200504	Monitor
	Okidata	Microline 590	1	905B1043860	Printer
2385	Dell	PowerEdge 1850	1	8CL1961	Server
	Dell	PowerEdge 1950	1	91Q6WB1	Server
	Dell	PowerEdge 1950	1	FY01HH1	Server
1902	Dell	PowerEdge 2650	1	2LWFB31	Server
	Dell	PowerEdge 2850	1	64BCK81	Server
	Dell	PowerEdge 2950	1	8VG8QD1	Server
	APC	Back-UPS LS 500	1	4B0501P85145	UPS
	APC	Back-UPS RS800	1	3B0928X28459	UPS
	APC	Back-UPS RS800	1	5B0724U19915	UPS
	APC	Back-UPS RS800	1	5B0725U00104	UPS
	APC	Back-UPS RS800	1	5B0725U00165	UPS
	APC	Back-UPS RS800	1	5B0725U10439	UPS
	APC	Back-UPS RS800	1	5B0844T25128	UPS

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

TO: Eric M. Soroka, City Manager

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

DATE: 22 February 2013

SUBJECT: Surplus Property

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

Veh #	VIN	Make & Model
2007	2FAFP71W17X136849	Ford Crown Victoria

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: February 8, 2013

SUBJECT: **Renewal of FDOT Landscape Maintenance Contract for Biscayne Boulevard**

March 5, 2013 City Commission Meeting Agenda Item 5-C

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing the renewal of the attached contract with the Florida Department of Transportation (FDOT) for landscape maintenance along Biscayne Boulevard from the Oleta River Bridge to the County line. The original renewal contract was authorized by Resolution 2012-19.

FDOT will reimburse the City in the amount of \$12,670.29 per year.

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

EMS/act

Attachment

CCO1794-13



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

1000 NW 111 Avenue
Miami, FL 33172

**ANANTH PRASAD, P.E.
SECRETARY**

January 29, 2013

City of Aventura
19200 West Country Club Drive
Aventura, FL 33180

Attn: Mr. Eric M. Soloca, City Manager

RE: Turf and Landscape Maintenance Joint Participation Agreement

Contract No.: AQP77

Financial No.: 407334-2-78-02

Subject: RENEWAL# 1

Dear Mr. Soloca:

The Agreement referenced above will expire on July 12, 2013. The Department wishes to renew this agreement for a period of one year starting on July 13, 2013 and ending on July 12, 2014. If the City agrees on this renewal, enclosed are two (2) new contract renewal documents to execute. Please leave the date blank on the first page and return the executed documents back to the Department before March 1, 2013.

Should you have any questions concerning this agreement, please contact me at telephone number (305) 470-5426

Sincerely,

Shany Ianotti
Assistant Project Manager

cc: R. Marrero, PE, K. Al-Said, File

RECEIVED

JAN 31 2013

**OFFICE OF THE
CITY MANAGER**

RESOLUTION NO. 2013-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED CONTRACT RENEWAL FOR LANDSCAPE MAINTENANCE WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ON BISCAYNE BOULEVARD FROM THE OLETA RIVER BRIDGE NORTH TO THE MIAMI-DADE/BROWARD COUNTY LINE BY AND BETWEEN THE CITY OF AVENTURA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION 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 to execute the attached Contract Renewal by and between the City of Aventura and the Florida Department of Transportation to provide landscape maintenance services on the Florida Department of Transportation Right-of-way on Biscayne Boulevard from the Oleta River bridge north to the Miami-Dade/Broward County line.

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

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

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

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

PASSED AND ADOPTED this 5th day of March, 2013.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: AQP 77 Renewal: (1st, 2nd, etc.) 1st
Financial Project No(s): 407334-2-78-02
County(ies): MIAMI-DADE

This Agreement made and entered into this 13 day of July, 2012, by and between the State of Florida Department of Transportation, hereinafter called "Department", and City of Aventura hereinafter called "Contractor".
(This date to be entered by DOT only.)

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this _____ day of _____ entered into an Agreement whereby the Department retained the Contractor to perform Maintenance of all Turf and Landscape areas within the Department's right of way, having the limits specified in Attachment "B" of the Original Contract. ; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 13 day of July, 2013 and ending the 12 day of July, 2014 at a cost of \$ 12,670.29.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of Aventura
Name of Contractor

Contractor Name and Title

BY: _____
Authorized Signature

Name of Surety (SEAL)

City State

By: _____
Florida Licensed Insurance Agent or Date
Attorney-In-Fact (Signature)

Countersigned: _____
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: _____

Legal: _____

Fiscal: _____
Approval as to Availability of Funds

Contract No: AQP 77
Financial Project No(s): 407334-2-78-02
Project Description: Turf and Landscape Maintenance Joint Participation
Agreement.

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: City of Aventura

Authorized Signature: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: AQP 77 Renewal: (1st, 2nd, etc.) 1st
Financial Project No(s): 407334-2-78-02
County(ies): MIAMI-DADE

This Agreement made and entered into this 13 day of July, 2012, by and between the State of Florida Department of Transportation, hereinafter called "Department", and City of Aventura hereinafter called "Contractor".
(This date to be entered by DOT only)

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this _____ day of _____ entered into an Agreement whereby the Department retained the Contractor to perform Maintenance of all Turf and Landscape areas within the Department's right of way, having the limits specified in Attachment "B" of the Original Contract. ; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 13 day of July, 2013 and ending the 12 day of July, 2014 at a cost of \$ 12,670.29

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of Aventura
Name of Contractor

Contractor Name and Title

BY: _____
Authorized Signature

Name of Surety (SEAL)

City State

By: _____
Florida Licensed Insurance Agent or Date
Attorney-In-Fact (Signature)

Countersigned: _____
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: _____

Legal: _____

Fiscal: _____
Approval as to Availability of Funds

Contract No: AQP 77
Financial Project No(s): 407334-2-78-02
Project Description: Turf and Landscape Maintenance Joint Participation
Agreement.

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: City of Aventura

Authorized Signature: _____

Title: _____

Date: _____

**TURF AND LANDSCAPE MAINTENANCE
JOINT PARTICIPATION AGREEMENT
BETWEEN THE
FLORIDA DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF AVENTURA**

This Agreement, is made and entered into this _____ day of _____, 2012, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of Aventura, a municipal corporation of the State of Florida, hereinafter referred to as the 'CITY'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 5/Biscayne Boulevard/US-1 in the CITY; and

WHEREAS, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created median strips on the State Highway System within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT, at the CITY's request, has agreed to reimburse the CITY for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

WHEREAS, the CITY recognizes that said median strips areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

WHEREAS, the CITY is currently under maintenance obligations as stipulated in Permit Number 2001-L-691-2 executed by the Department on November 1, 2001; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 407334-2-78-02, and has agreed to reimburse the CITY for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged,

the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The CITY shall submit this Agreement to its CITY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'City of Aventura's Resolution', and is herein incorporated by reference.
- b. The CITY shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- c. The CITY shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.
- d. The CITY shall be responsible for performing the required maintenance with a minimum frequency of eighteen (18) times per year for: Small Machine Mowing, Litter Removal, and Edging & Sweeping and Landscape Maintenance.
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.
- f. The CITY shall submit a work schedule to the DEPARTMENT. In addition, before the CITY starts the work, the DEPARTMENT shall be notified, via fax, of the state road(s) and the day(s) in which the CITY will be working. The fax shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197.
- g. The CITY shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the CITY.
- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

- i. The CITY shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the CITY to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.
- j. This Agreement shall not obligate the DEPARTMENT to pay the CITY to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the CITY to maintain any such additional landscaping.

3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed TWELVE THOUSAND SIX HUNDRED SEVENTY DOLLARS AND TWENTY NINE CENTS (\$12,670.29), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.
- b. The DEPARTMENT agrees to pay the CITY for the herein described services at a compensation as detailed in this Agreement.
- c. The CITY shall furnish the services with which to maintain the PROJECT LIMITS. Said PROJECT consists of services as detailed in Exhibit "A" of this Agreement.
- d. Payment shall be made only after receipt and approval of goods and services unless advanced payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.
- e. The CITY shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of:
 - i. Small Machine Mowing
 - ii. Litter Removal
 - iii. Edging and Sweeping
 - iv. Landscape Maintenance
- f. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.

- g. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section e has been met.
- h. Travel costs will not be reimbursed.
- i. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- j. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Department of Financial Services Hotline 1-877-693-5236.
- l. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- m. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the

Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- n. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- o. The CITY:
 - i. Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the contract; and
 - ii. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 NW 111th Avenue, Room 6205
Miami, FL 33172-5800
Attention: District Maintenance Engineer

To CITY: City of Aventura
19200 West Country Club Drive
Aventura, FL 33180
Attention: CITY Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

5. INVOICING

- a. The CITY shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be

made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include proof that the areas under this Agreement were maintained using specified frequencies, at minimum. The supporting documents showing proof of work can be properly executed payroll, or time records, or Contractor's invoices, or vouchers evidencing in proper detail the nature and propriety of the charges.

- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the CITY from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the CITY for the actual work it performs.
 - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the CITY from performing its work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, no payment will be prorated for the quarter in which termination occurs.

6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the CITY is not accomplishing its responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the CITY on notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the CITY; or
- b. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provide in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the CITY. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory CITY performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the CITY refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the CITY pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

10. GOVERNING LAW

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

11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the CITY expressed in writing, executed and delivered by each party.

12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the CITY shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the CITY'S exercise or attempted exercise of its responsibilities as set out in this AGREEMENT, including but not limited to, any act, action, neglect or omission by the CITY, its officers, agents, employees or representatives in any way pertaining to this agreement, whether direct or indirect, except that neither the CITY nor

any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence of the DEPARTMENT.

The CITY'S obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT'S option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the CITY'S receipt of the DEPARTMENT'S notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this AGREEMENT. The DEPARTMENT'S failure to notify the CITY of a claim shall not release the CITY of the above duty to defend and indemnify the DEPARTMENT.

The CITY shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The CITY'S evaluation of liability or its inability to evaluate liability shall not excuse the CITY'S duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the Department was solely negligent shall excuse performance of this provision by the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

CITY OF AVENTURA:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: _____
CITY MANAGER

BY: _____
Director, District Transportation Operations

ATTEST: _____
(SEAL) CITY CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

CITY ATTORNEY

DISTRICT CHIEF COUNSEL

Exhibit "A"

Maintenance Responsibilities

The CITY shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 5/Biscayne Boulevard/US-1, in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the CITY shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, guidelines, and procedures, as may be amended from time to time. The CITY'S maintenance obligations shall include but not be limited to:

- a. Mowing, cutting and/or trimming and edging the grass and turf.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof.
- c. Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors.
- d. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in its current healthy condition.
- e. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- f. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- g. Removing and properly dispose of dead, diseased or otherwise deteriorated plants in their entirety.
- h. Removing and disposing of all trimmings, roots, branches, litter, and any other debris.
- i. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT'S** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

FDOT Financial Project Number: 407334-2-78-02

County: Miami-Dade

FDOT Project Manager: Alex Perez, P.E. 305-640-7197

CITY Project Manager: Mr. Eric M. Soroka, City Manager

Exhibit "B"

Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the CITY under this Agreement.

5	Biscayne Boulevard/US-1	Just South of Oleta River Bridge	Miami-Dade/Broward County Line
---	-------------------------	----------------------------------	--------------------------------

Mowing Small Machine (E104 4 3)	1.863	18	33.534	\$35.00	\$1,173.69
Litter Removal (E110 30)	4.562	18	82.116	\$10.00	\$821.16
Edging & Sweeping (E110 32 1)	5.328	18	95.904	\$10.00	\$959.04
Landscape Maintenance (E 580 3 2)	2.699	18	48.582	\$200.00	\$9,716.40
					\$12,670.29

TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: \$12,670.29

Exhibit "C"
City of Aventura's Resolution

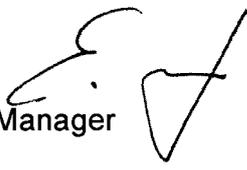
To be herein incorporated once approved by the CITY Commission.

CITY OF AVENTURA

FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Brian K. Raducci, Finance Director

DATE: February 25, 2013

SUBJECT: **Comprehensive Annual Financial Report (CAFR)
Fiscal Year Ended September 30, 2012**

March 5, 2013 City Commission Meeting Agenda Item 5D

Recommendation

It is recommended that the City Commission approve the following motion:

“Motion to accept for filing of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2012 and the letter dated February 19, 2013 attached hereto as Attachment A.”

Background

The CAFR, a letter from our independent auditors – Keefe, McCullough & Co., LLP dated February 19, 2013 and a staff-prepared memorandum were distributed to the City Commission on February 25, 2013.

The Rules of the Auditor General, Chapter 10.550, require that the CAFR be filed as an official record at a public meeting. This motion satisfies that requirement. In addition, the auditors have requested that their letter dated February 19, 2013, identified as “Attachment A” on the staff-prepared memorandum, be accepted for filing with the City Commission.

A representative from the auditing firm will be present at the March 5th City Commission meeting. However, since the CAFR is the City’s responsibility, I respectfully request that any questions be discussed with the City Manager prior to the meeting.

BKR/bkr

ATTACHMENT A

**A LETTER FROM OUR INDEPENDENT AUDITORS – KEEFE, MCCULLOUGH & Co., LLP
DATED FEBRUARY 19, 2013**



February 19, 2013

To the Honorable Mayor,
Member of the City Commission and City Manager
City of Aventura, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Aventura, Florida (the "City"), for the year ended September 30, 2012. However, we did not audit the financial statements of the City of Aventura Police Officers' Retirement Plan Pension Trust Fund, which represent 100% of the total assets and the total revenues of the fiduciary funds. Those financial statements were audited by other auditors whose reports have been furnished to us. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated November 19, 2012. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the current year.

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were as follows:

- *Defined Benefit Pension Plan* – The net pension asset is calculated as the difference between the annual required contribution and the actual contributions made by the City. The City with input from its pension actuary developed the actuarial assumptions based on relevant criteria. Management reviewed and approved the financial statement estimates derived from the pension actuarial report.
- *Depreciation of capital assets* – Depreciation is provided on a straight-line basis over the respective estimated useful lives ranging from 3 to 40 years. The City has informed us they used all relevant facts available to them at the time of acquisition to make the best judgments about the depreciation methods and estimated useful lives of capital assets.

- *Net OPEB Obligation* - In Florida, state statutes require that the employer make health insurance coverage available to retirees at the employer's group rate. This creates an implicit cost arising as a result of the blended rate premium since retiree health care costs, on average, are higher than those of active employee healthcare costs. In addition, the City's policy is to pay those premiums for certain department directors at retirement. The City obtained an actuarial valuation to record its estimated cost and liability in accordance with the requirements of GASB Statement No. 45, *Accounting for Financial Reporting by Employers for Post-Employment Benefits Other than Pensions* (OPEB).

We evaluated the key factors and assumptions used by management to develop and report the above significant estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no such misstatements identified during our audit.

In addition, we are responsible to communicate adjustments made to the financial statements arising from our auditing procedures that could, in our judgment, have a significant effect on your current financial reporting/process. There were no such adjustments identified during our audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 19, 2013.

Management Consultations with Other Independent Auditors

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We are to discuss with the City Commission any major issues discussed with management in connection with our retention as auditors, including the application of accounting principles or auditing standards. There were no issues discussed with management in connection with our retention as auditors.

This information is intended solely for the use of the City Commission and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

We would be pleased to discuss any questions that you may have.

Keefe, McCullough & Co., LLP
KEEFE, McCULLOUGH & CO., LLP

COMPREHENSIVE ANNUAL FINANCIAL REPORT
OF THE
CITY OF AVENTURA, FLORIDA
FOR THE YEAR ENDED
SEPTEMBER 30, 2012



Prepared By
The Finance Department
Brian K. Raducci, Finance Director
Brent Rogers, Controller

CITY OF AVENTURA, FLORIDA
 COMPREHENSIVE ANNUAL FINANCIAL REPORT
 TABLE OF CONTENTS
 September 30, 2012

	<u>PAGES</u>
INTRODUCTORY SECTION:	
Letter of Transmittal	i-iv
List of Principal Officials	v
Organizational Chart	vi
Certificate of Achievement for Excellence in Financial Reporting	vii
FINANCIAL SECTION:	
Independent Auditor's Report	1-2
Management's Discussion and Analysis (Unaudited)	3-12
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Assets	13
Statement of Activities	14-15
Fund Financial Statements:	
Balance Sheet - Governmental Funds	16
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Assets	17
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	18
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	19
Statement of Net Assets - Proprietary Fund	20
Statement of Revenues, Expenses and Changes in Net Assets - Proprietary Fund	21
Statement of Cash Flows - Proprietary Fund	22
Statement of Fiduciary Net Assets - Police Officers' Retirement Plan Fund	23

CITY OF AVENTURA, FLORIDA
 COMPREHENSIVE ANNUAL FINANCIAL REPORT
 TABLE OF CONTENTS
 (continued)
 September 30, 2012

	<u>PAGES</u>
Statement of Changes in Fiduciary Net Assets - Police Officers' Retirement Plan Fund	24
Notes to Basic Financial Statements	25-52
REQUIRED SUPPLEMENTARY INFORMATION:	
Budgetary Comparison Schedules:	
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund	53-55
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual - Street Maintenance Fund	56
Schedules of Funding Progress - Police Officers' Retirement Plan Fund and Other Post-Employment Benefits	57
Schedule of Contributions From the Employer and the State of Florida - Police Officers' Retirement Plan Fund	58
Notes to Required Supplementary Information	59
OTHER FINANCIAL INFORMATION:	
Combining Fund Financial Statements:	
Combining Balance Sheet - Other Nonmajor Governmental Funds	60-61
Combining Statement of Revenues, Expenditures and Changes in Fund Balances - Other Nonmajor Governmental Funds	62-63
Budgetary Comparison Schedules:	
Schedules of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Special Revenue Funds	64-67
Schedules of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Debt Service Funds	68-71
STATISTICAL SECTION (NOT COVERED BY INDEPENDENT AUDITORS' REPORT):	
Table 1 - Net Assets by Component	72
Table 2 - Changes in Net Assets	73-74
Table 3 - Governmental Activities Tax Revenues by Source	75

CITY OF AVENTURA, FLORIDA
 COMPREHENSIVE ANNUAL FINANCIAL REPORT
 TABLE OF CONTENTS
 (continued)
 September 30, 2012

	<u>PAGES</u>
Table 4 - Fund Balances of Governmental Funds	76
Table 5 - Changes in Fund Balances of Governmental Funds	77-78
Table 6 - General Governmental Tax Revenues by Source	79
Table 7 - Assessed Value and Estimated Actual Assessed Value of Taxable Property	80
Table 8 - Property Tax Rates - Direct and Overlapping Governments	81-82
Table 9 - Principal Property Taxpayers	83
Table 10 - Property Tax Levies and Collections	84
Table 11 - Ratios of Outstanding Debt by Type	85
Table 12 - Ratios of General Bonded Debt Outstanding	86
Table 13 - Direct and Overlapping Governmental Activity Debt	87
Table 14 - Legal Debt Margin Information	88
Table 15 - Demographic and Economic Statistics	89
Table 16 - Occupational Employment by Group - Miami-Dade County, Florida	90
Table 17 - Full-Time Equivalent City Government Employees by Function	91
Table 18 - Operating Indicators by Function	92
Table 19 - Capital Asset Statistics by Function	93
 COMPLIANCE SECTION:	
Independent Auditors' Report on Internal Control Over Financial Reporting and On Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	94-95
Independent Auditors' Report on Compliance with Requirements that Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133	96-97
Independent Auditors' Report to City Management	98-99
Schedule of Expenditures of Federal Awards	100
Notes to Schedule of Expenditures of Federal Awards	101
Schedule of Findings and Questioned Costs	102

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INTRODUCTORY SECTION



City of Aventura

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

February 19, 2013

To the Honorable Mayor,
Members of the City Commission
and Citizens of the
City of Aventura, Florida

SUSAN GOTTLIEB
MAYOR

COMMISSIONERS

ENBAR COHEN
TERI HOLZBERG
BILLY JOEL
MICHAEL STERN
HOWARD WEINBERG
LUZ URBÁEZ WEINBERG

ERIC M. SOROKA, ICMA-CM
CITY MANAGER

In accordance with Section 11.45, Florida Statutes and Section 4.11 of the City of Aventura (the "City") Charter, submitted herewith is the City's Comprehensive Annual Financial Report (the "CAFR") for the fiscal year ended September 30, 2012.

The financial statements included in this report conform to the generally accepted accounting principles in the United States ("GAAP") as prescribed by the Governmental Accounting Standards Board ("GASB"). The City is responsible for the accuracy of the data and the completeness and fairness of the presentation, including all disclosures. The financial statements have been audited by Keefe, McCullough & Co., LLP., C.P.A.'s. The independent auditors have issued an unqualified opinion that this report fairly presents the financial position of the City and complies with all reporting standards noted above.

The contents of this report are aimed at compliance with GASB pronouncements, including Statement No. 34, requiring the preparation of government-wide financial statements on a full accrual basis of accounting for all funds and including Management's Discussion and Analysis. Also included are additional and enhanced Statistical Tables required by GASB Statement No. 44.

THE REPORTING ENTITY AND ITS SERVICES

The City was incorporated on November 7, 1995 and is a political subdivision of the State of Florida. The City operates under a commission-manager form of government and provides General Government, Public Safety and Community Services to its residents and business community. The Mayor and six (6) Commissioners are responsible for establishing the City's policies. The Mayor and Commission appoint the City Manager who is the Chief Administrative Officer of the City and is responsible for implementing policies adopted by the Commission.

This report includes all of the funds for which the City is financially accountable. Although the Miami-Dade Board of County Commissioners, Miami-Dade District School Board, South Florida Water Management District and Florida Inland Navigation District levy and collect taxes on property located within the City's corporate limits, financial information on these taxing authorities is not included in this report since each has a separate elected governing body, are legally separate and are fiscally independent of the City. Annual financial reports of these units of government are available upon request from each authority.

ECONOMIC CONDITIONS AND OUTLOOK

The City serves an area of approximately 4 square miles with a population of nearly 37,000 residents. Prior to incorporation, the City received services from Miami-Dade County (the "County") as a part of their unincorporated municipal services taxing unit. The City received no real property, facilities or equipment from the County upon incorporation.

Fiscal Year 2012

The City's combination of upscale residential and commercial developments resulted in a taxable value of approximately \$7.3 billion within a land area of less than 4 square miles. After three consecutive years of decline due to the economic recession, the City's taxable value has increased this year and overall property values are beginning to stabilize. Recently, we have witnessed positive signs that the local economy has shown some improvement. The number of building permits and applications for commercial and residential projects are on the upswing. Importantly, these new projects will produce jobs for the local economy. However, as we continue to observe, the recovery from this economic downturn is slower and longer than previous recoveries.

MAJOR INITIATIVES

In the continued effort in making the maintenance of its infrastructure a priority, the City completed the following major capital improvements during fiscal year 2012:

- ✓ Founders Park Improvements
- ✓ Mall Informational Sign
- ✓ Biscayne Boulevard Decorative Lighting Improvements Phase I
- ✓ Country Club Drive Bus Shelters
- ✓ NE 191st Street, NE 188th Street and NE 31st Avenue Asphalt Overlay

In addition, the following major capital improvements were in process at the end of fiscal year 2012:

- ✓ Biscayne Boulevard Decorative Lighting Improvements Phase II
- ✓ Government Center Parking Expansion

In 2012, the Aventura Police Department completed the construction of a new Training Center that is located on the 3rd floor of the Aventura Government Center. The Training Center includes a state of the art classroom, simulation room, a defensive tactics room and office space. This project recognizes that the foundation for improved police officer safety, professionalism and liability reduction relies on making officer training an ongoing priority.

The Aventura Arts & Cultural Center completed its second season and doubled the number of ticket buyers from the previous year. The Center has become the cultural heart of the City since opening in 2010. Thousands have enjoyed a wide range of shows in this beautiful waterfront facility.

Since its opening on August 25, 2003, the Aventura Charter Elementary School ("School") has achieved several milestones in the City's short history. The School was the first within the City's boundaries and the first municipal sponsored charter school in Miami-Dade County. The 2011/12 school year represented the ninth year of operations of the School. The School has been well received and has been at full capacity since its inception. The School has obtained academic success receiving an "A" grade issued by the State of Florida for the past eight (8) years. The School served 972 students in the 2011/12 school year and will serve 984 students in the 2012/13 school year.

FINANCIAL INFORMATION

Internal Accounting Control

Management of the City is responsible for establishing and maintaining internal controls designed to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with GAAP. Internal control is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

All internal control evaluations occur within the above framework. We believe that the City's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

Budgetary Control

An annual appropriated budget is adopted for all governmental funds with the exception of the Charter School Fund, Federal Forfeiture Fund and Law Enforcement Trust Fund (Special Revenue Funds). In accordance with City Ordinance, appropriations are legally controlled at the Department level. Encumbrance accounting, under which purchase orders and other commitments for the expenditure of funds are recorded in the accounting records and is utilized throughout the fiscal year.

Overview of Financial Activity

The accompanying financial statements reflect that the City has continued to expand its services to meet the demands of its residential and business communities. A summary of the major financial activities is included in the Management Discussion & Analysis Section of this report.

Fund Balances

In fiscal year 2011, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions" for its governmental activities. GASB Statement No. 54 establishes various classifications of fund balance based on a hierarchy which details constraints placed on the use of resources by creditors, grantors, contributors, laws or regulations of other governments and those internally imposed. Fund balances classified as restricted are those with externally enforceable limitations on use. Fund balances classified as committed can only be used for specific purposes determined by formal action of the City Commission through an ordinance. Commitments can only be changed or lifted only by the City Commission through formal action. Assigned fund balances are amounts that the City intends to use for a specific purpose but are neither restricted nor committed. The intent to utilize these funds is delegated to the City Manager. Unassigned fund balance can be viewed as the net resources available at the end of the year.

Retirement Programs

The City contributed to four (4) defined contribution pension plans based on employee classifications created in accordance with Internal Revenue Code Section 401(a). The plans currently cover all full-time employees of the City. Under these plans, the City contributes between 7% and an amount equal to the annual IRS maximum, depending on the employee classification. There are no employee contributions. Employer contributions for the fiscal year ended September 30, 2012 were approximately \$843,000.

A defined contribution pension plan provides pension benefits in return for services rendered, provides an individual account for each participant and specifies how contributions to the individual's account are to be determined instead of specifying the amount of benefits the individual is to receive. Under a defined contribution pension plan, the benefits a participant will receive depend solely on the amount contributed to the participant's account, the returns earned on investments on those contributions, and forfeitures of other participant's benefits that may be reallocated to such participant's account.

In order to encourage employees to supplement the defined contribution plan, a deferred compensation program is also available to all full-time employees. Under this program, employees may voluntarily elect to defer a portion of their salary to future years. Both programs are administered by the ICMA Retirement Corporation under a trust agreement. The plan assets are separate and the City does not exercise any control or fiduciary responsibility over the assets. Therefore, the assets, liabilities and transactions are not included in the City's financial statements.

As discussed in the Notes to the Financial Statements, the City, through collective bargaining with the City's police officers agreed to establish a defined benefit retirement program covering all sworn officers. This program is funded by a combination of City and employee contributions and state insurance premium taxes. Please see Note 12 in the Notes to the Financial Statements for a detailed discussion of the retirement program.

Financing Programs and Debt Administration

The City currently has four (4) outstanding long-term debt issues. At September 30, 2012, the principal balance outstanding totaled \$28,805,000.

The Series 2000 Revenue Bonds are bank qualified debt, secured solely by a covenant to budget and appropriate the required debt service payments each year. This loan is structured the same as a serial bond issue with principal payments due on October 1st and semi-annual interest payments due on April 1st and October 1st of each year with the final maturity on October 1, 2020. Debt service requirements average approximately \$535,000 per year over the 20-year life of the obligation. The interest rate is locked at 5.04%.

Due to a very favorable interest rate environment, in June of 2012, the City refunded the original Series 2002 Revenue Bonds with a Bank Loan (described below) that resulted in a more than \$2.5M NPV savings over the life of the loan.

The Series 2012 Refunding Revenue Bonds are bank qualified debt, secured solely by a covenant to budget and appropriate the required debt service payments each year. This loan is structured the same as a serial bond issue with principal payments due August 1st and semi-annual interest payments due on February 1st and August 1st of each year with the final maturity on August 1, 2027. Debt service requirements average approximately \$779,000 per year over the 15-year life of the obligation. The interest rate is locked at 2.18%.

The Series 2010 Refunding Revenue Bonds are bank qualified debt, secured solely by a covenant to budget and appropriate the required debt service payments each year. This loan is structured the same as a serial bond issue with principal payments due on April 1st and semi-annual interest payments due on April 1st and October 1st of each year with the final maturity on April 1, 2029. Debt service requirements average approximately \$751,000 per year over the 19-year life of the obligation. The interest rate is locked at 3.42%.

The Series 2011 Refunding Revenue Bonds are bank qualified debt, secured solely by a covenant to budget and appropriate the required debt service payments each year. This loan is structured the same as a serial bond issue with principal payments due on April 1st and semi-annual interest payments due on April 1st and October 1st of each year with the final maturity on April 1, 2029. Debt service requirements average approximately \$406,000 per year over the 19-year life of the obligation. The interest rate is locked at 3.64%.

OTHER INFORMATION

Independent Audit

In accordance with Section 11.45(3)(a) (4), Florida Statutes, and Article I, Section 4.11 of the City Charter, the City engaged the firm of Keefe, McCullough & Co., LLP, to perform the independent audit of the City's accounts and records. The independent auditors' reports are included in the Financial section.

Certificate of Achievement

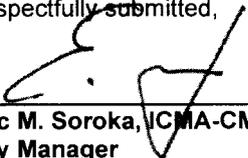
The Government Finance Officers Association of the United States and Canada ("GFOA") awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Aventura for its CAFR for the fiscal year ended September 30, 2011. This was the sixteenth consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized CAFR. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

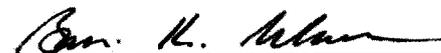
Acknowledgements

The preparation of this report on a timely basis could not have been accomplished without the efficient and dedicated services of the entire Finance Department. We express our appreciation to all members of the Department who assisted and contributed to its preparation. We also wish to thank the City Commission for their interest and support in planning and conducting the City's financial operations in a responsible and progressive manner.

Respectfully submitted,



Eric M. Soroka, ICMA-CM
City Manager

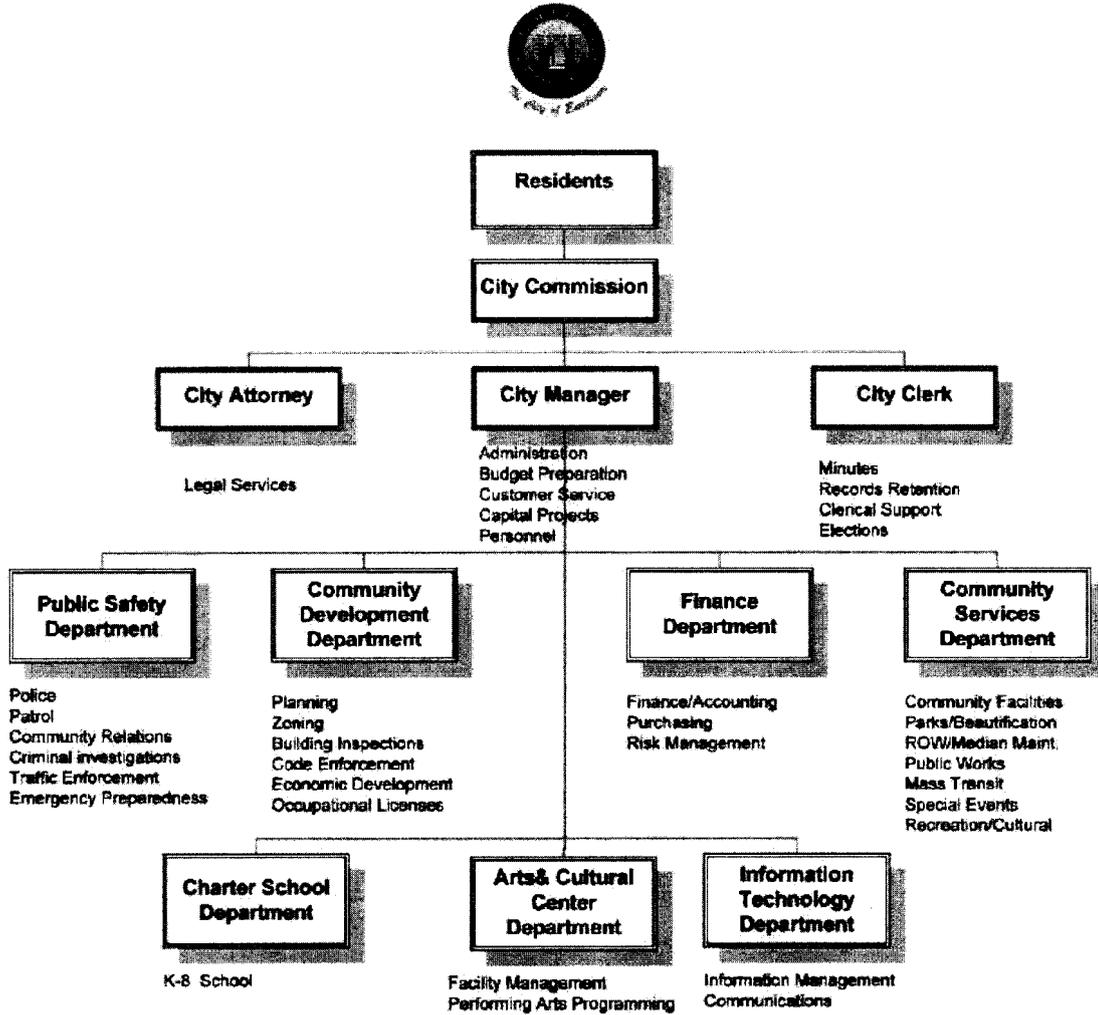


Brian K. Raducci
Finance Director

**CITY OF AVENTURA, FLORIDA
LIST OF PRINCIPAL OFFICIALS**

<u>Title</u>	<u>Name</u>
Mayor	Susan Gottlieb
Commissioner	Teri Holzberg
Commissioner	Michael Stern
Commissioner	Howard Weinberg
Commissioner	Billy Joel
Commissioner	Enbar Cohen
Commissioner	Luz Urbaez Weinberg
City Manager	Eric M. Soroka
Finance Director	Brian K. Raducci
Community Services Director	Robert M. Sherman
City Clerk	Teresa M. Soroka
Community Development Director	Joanne Carr
Police Chief	Steven Steinberg
Information Technology Director	Karen J. Lanke
Charter School Principal	Julie Alm
Arts & Cultural Center General Manager	Steven D. Clark
City Attorney	Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Auditor	Keefe, McCullough & Co., LLP

CITY OF AVENTURA Organizational Chart



Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Aventura
Florida

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
September 30, 2011

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.



Christopher P. Morrell

President

Jeffrey R. Enos

Executive Director

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FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor
Members of the City Commission and City Manager
City of Aventura, Florida

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Aventura, Florida (the "City"), as of and for the fiscal year ended September 30, 2012, which collectively comprise the City's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the City's management. Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the City of Aventura Police Officers' Retirement Plan Pension Trust Fund, which represent 100% of the total assets and the total revenues of the fiduciary funds. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion, insofar as it relates to the amounts included for the City of Aventura Police Officers' Retirement Plan Pension Trust Fund, is based on the report of the other auditors.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit and the report of other auditors' provide a reasonable basis for our opinions.

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City, as of September 30, 2012, and the respective changes in financial position and, where applicable, cash flows, thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated February 19, 2013, on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

City of Aventura, Florida

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the schedules of funding progress for pension and other post-employment benefits, and contributions from the employer and the State of Florida on pages 3 through 12 and 57 through 58, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and the other auditors have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's financial statements as a whole. The introductory section, other financial information, budgetary comparison schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The accompanying schedule of expenditures of Federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, and is also not a required part of the financial statements. The other financial information, budgetary comparison schedules, and schedule of expenditures of Federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole. The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Keefe, McCullough & Co., LLP

KEEFE, McCULLOUGH & CO., LLP

Fort Lauderdale, Florida
February 19, 2013

CITY OF AVENTURA, FLORIDA
MANAGEMENT’S DISCUSSION AND ANALYSIS
September 30, 2012

As management of the City of Aventura (the “City”), we offer readers of the City’s financial statements this narrative overview and analysis of the City’s financial activities for the fiscal year ended September 30, 2012. We encourage readers to consider the information presented herein in conjunction with the Letter of Transmittal, which can be found on pages i through iv of this report. All amounts, unless otherwise indicated, are expressed in thousands of dollars.

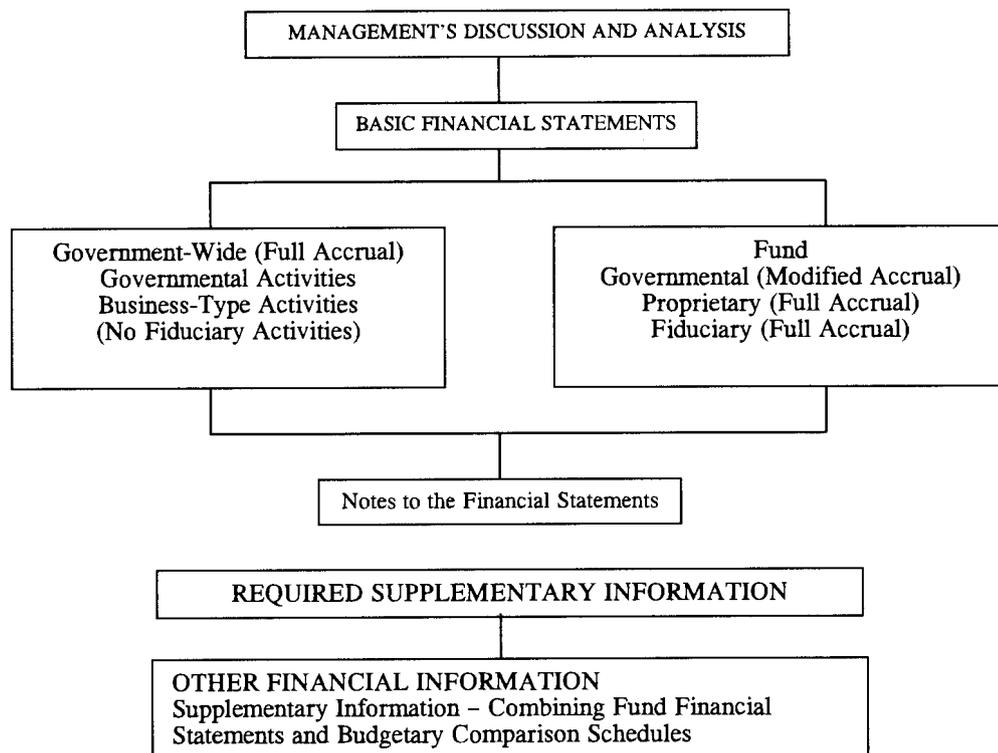
Financial Highlights

- The City’s total net assets increased by \$ 1.9 million over the course of this year’s operations. Net assets of our business-type activities increased by \$ 0.1 million, and the net assets of our governmental activities increased by \$ 1.8 million.
- The assets of the City exceeded its liabilities at the close of the most recent fiscal year by \$ 109.9 million (net assets). Of this amount, \$ 41.3 million (unrestricted net assets) may be used to meet the government’s ongoing obligations to citizens and creditors.
- At the end of the current fiscal year, unrestricted fund balance for the General Fund was \$ 39.6 million or 137% of total General Fund expenditures.

Overview of the Financial Statements

The financial section of this annual report consists of four (4) parts—management’s discussion and analysis (this section), the basic financial statements, required supplementary information, and a supplementary information section that presents combining and individual fund statements and schedules.

Financial Section



CITY OF AVENTURA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2012

Major Features of the Basic Financial Statements

	Government-Wide Financial Statements	Fund Financial Statements		
		Governmental Funds	Proprietary Funds	Fiduciary Funds
Scope	Entire City government (except fiduciary activities)	Activities of the City that are not proprietary or fiduciary	Activities of the City that are operated similar to private business	Instances in which the City is the trustee or agent for someone else's resources
Required financial statements	* Statement of net assets * Statement of activities	* Balance sheet * Statement of revenues, expenditures, and changes in fund balances	* Statement of net assets * Statement of revenues, expenses, and changes in net assets *Statement of cash flows	* Statement of fiduciary net assets * Statement of changes in fiduciary net assets
Accounting basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus	Accrual accounting and economic resources focus
Type of asset/ liability information	All assets and liabilities, both financial and capital, and short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter, no capital assets and long- term liabilities included	All assets and liabilities, both financial and capital, and short-term and long-term	All assets and liabilities, both short-term and long-term

Basic Financial Statements

Government-wide financial statements. The focus of the *government-wide financial statements* is on the City's overall financial position and its activities. Reporting is similar to that of a private-sector business. The government-wide financial statements report information about the City as a whole and about its activities in a way that helps answer questions about the City's financial health and whether the current year activities contributed positively or negatively to that health.

The City's *government-wide financial statements* include the *statement of net assets* and *statement of activities*. As described below, these statements do not include the City's fiduciary activities because resources of these funds cannot be used to finance the City's activities. However, the financial statements of fiduciary activities are included in the City's fund financial statements because the City is financially accountable for those resources, even though they belong to other parties.

- The *Statement of Net Assets* presents information on the assets held and liabilities owed by the City, both long and short-term. Assets are reported when acquired by the City and liabilities are reported when they are incurred, regardless of the timing of the related cash flows to acquire these assets or liquidate such liabilities. For example, the City reports buildings and infrastructure as assets even though they are not available to pay the obligations incurred by the City. On the other hand, the City reports liabilities, such as other post-employment benefits even though these liabilities might not be paid until several years into the future.

CITY OF AVENTURA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2012

The difference between the City's total assets and total liabilities is *net assets*. Over time, increases or decreases in net assets may serve as a useful indicator of whether the City's financial position is improving or deteriorating. Although the City's purpose is not to accumulate net assets, in general, as this amount increases it indicates that the City's financial position is improving over time.

- The *Statement of Activities* presents the revenues and expenses of the City. The items presented on the statement of activities are measured in a manner similar to the approach used in the private-sector, in that revenues are recognized when earned and expenses are reported when incurred. Accordingly, revenues are reported even when they may not be collected for several months after the end of the accounting period and expenses are recorded even though they may not have used cash during the current period.

Both of the government-wide financial statements distinguish City functions that are principally supported by taxes and intergovernmental revenue (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The City's governmental activities include general government, public safety and community services. The City's business-type activities include stormwater utility.

Fund financial statements. Unlike government-wide financial statements, the focus of fund financial statements is directed to specific activities of the City rather than the City as a whole. Except for the General Fund, separate funds are established to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three (3) categories: governmental funds, proprietary funds and fiduciary funds.

Governmental funds. Financial statements consist of a balance sheet and a statement of revenues, expenditures, and changes in fund balances. These statements are prepared on an accounting basis that is significantly different from that used to prepare the government-wide financial statements.

In general, these financial statements have a short-term emphasis and, for the most part, measure and account for cash and other assets that can easily be converted to cash. For example, amounts reported on the balance sheet include items such as cash and receivables but do not include capital assets such as land and buildings. The difference between a fund's total assets and total liabilities is the fund balance, and generally indicates the amount that can be used to finance the next fiscal year's activities. The operating statement for governmental funds reports only those revenues that were collected during the current period or very shortly after the end of the year. Expenditures are recorded when incurred.

For the most part, the balances and activities accounted for in governmental funds are also reported in the governmental activities columns of the government-wide financial statements. However, because different accounting basis are used to prepare governmental fund financial statements and government-wide financial statements, there are often significant differences between the totals presented. For this reason, there is an analysis after the governmental funds balance sheet that reconciles the total fund balances for all governmental funds to the amount of net assets presented in the governmental activities column on the statement of net assets. Also, there is an analysis after the statement of revenues, expenditures and changes in fund balances that reconciles the total change in fund balances for all governmental funds to the change in net assets as reported in the governmental activities column in the statement of activities.

CITY OF AVENTURA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2012

Proprietary funds. Financial statements consist of a statement of net assets, statement of revenues, expenses, and changes in fund net assets and statement of cash flows. These statements are prepared on an accounting basis that is similar to the basis used to prepare the government-wide financial statements. For financial reporting purposes, proprietary funds are grouped into Enterprise Funds and Internal Service Funds.

The City uses Enterprise Funds to account for business-type activities that charge fees to customers for the use of specific goods or services. These funds are used to report the same functions presented as business-type activities in the government-wide financial statements. Internal Service funds are used to account for services provided and billed on an internal basis. The City does not have any Internal Service Funds.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The City has one major enterprise fund, the Stormwater Utility fund. A statement of cash flows is presented at the fund financial statement level for proprietary funds, but no equivalent statement is presented in the government-wide financial statements for either governmental activities or business-type activities.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City's own programs. Fiduciary financial statements consist of a statement of fiduciary net assets and a statement of changes in fiduciary net assets. The City reports one fiduciary fund to account for the Police Officers' Retirement Plan.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning various issues such as a comparison between the City's adopted and final budget and actual financial results for its General Fund and major special revenue funds (if applicable). The City adopts an annual appropriated budget for its governmental funds. A budgetary comparison schedule has been provided for the General Fund and major special revenue funds (if applicable) to demonstrate compliance with this budget. Required supplementary information is also presented for the City's defined benefit pension plan including a schedule of funding progress and schedule of employer and State of Florida contributions as well as a schedule of funding progress for other post-employment benefits.

Combining and Individual Fund Statements and Schedules

Combining statements referred to earlier in connection with nonmajor governmental, internal service and fiduciary funds are presented immediately following the required supplementary information. Additional budgetary schedules are presented in this section including, as applicable, nonmajor special revenue funds, debt services funds, and capital projects funds.

CITY OF AVENTURA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2012

Government-Wide Financial Analysis

The table below presents a summary of net assets as of September 30, 2012 and 2011, derived from the government-wide Statement of Net Assets:

	Governmental Activities		Net Assets (in thousands) Business-Type Activities		Total	
	2012	2011	2012	2011	2012	2011
	Current and other assets	\$ 48,263	\$ 46,190	\$ 1,473	\$ 1,037	\$ 49,736
Capital assets	<u>87,374</u>	<u>89,013</u>	<u>7,127</u>	<u>7,424</u>	<u>94,501</u>	<u>96,437</u>
Total assets	<u>135,637</u>	<u>135,203</u>	<u>8,600</u>	<u>8,461</u>	<u>144,237</u>	<u>143,664</u>
Long-term liabilities	30,928	32,460	-	-	30,928	32,460
Other liabilities	<u>3,392</u>	<u>3,211</u>	<u>44</u>	<u>44</u>	<u>3,436</u>	<u>3,255</u>
Total liabilities	<u>34,320</u>	<u>35,671</u>	<u>44</u>	<u>44</u>	<u>34,364</u>	<u>35,715</u>
Net assets:						
Invested in capital assets, net of related debt	59,177	59,216	7,127	7,424	66,304	66,640
Restricted	2,240	1,694	-	-	2,240	1,694
Unrestricted	<u>39,900</u>	<u>38,622</u>	<u>1,429</u>	<u>993</u>	<u>41,329</u>	<u>39,615</u>
Total net assets	<u>\$ 101,317</u>	<u>\$ 99,532</u>	<u>\$ 8,556</u>	<u>\$ 8,417</u>	<u>\$ 109,873</u>	<u>\$ 107,949</u>

As noted earlier, net assets may serve over time as a useful indication of a government's financial position. At the close of the most recent fiscal year, the City's assets exceeded its liabilities by \$ 110 million.

The largest portion of the City's net assets is net assets invested in capital assets net of related debt and is 60% of total net assets. This category reflects its investment in capital assets net of any outstanding related debt used to acquire these assets. The City uses these capital assets to provide services to the citizens of the City; consequently these net assets are not available for future spending. Although the capital assets are shown net of debt, it should be noted that the resources needed to repay this debt must be provided from other sources. The next largest portion of the City's net assets is unrestricted and is 38% of total net assets. Unrestricted net assets represent resources that are available for spending. Restricted net assets represent 2% of total net assets. Restricted net assets represent resources that are subject to external restrictions on how they can be used.

Capital assets and invested in capital assets, net of related debt, decreased \$ 1.6 million and \$ 0.04 million, respectively, in the governmental activities primarily due to the increase in accumulated depreciation, disposal of equipment and decrease in related debt. Current and other assets and unrestricted net assets in the governmental activities increased by \$ 2.1 million and \$ 1.3 million, respectively, due to the increase in cash which primarily resulted from higher than anticipated revenues from intergovernmental activities, licenses and permits, charges for services, and fines and forfeitures and lower than anticipated expenditures. There were no significant changes in business-type activities.

CITY OF AVENTURA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2012

Over time, increases and decreases in net assets measure whether the City's financial position is improving or deteriorating. In the current fiscal year, property taxes remained relatively stable as the assessed value of our taxable property increased modestly over the prior year coupled with no change in our ad valorem millage rate. Franchise fees – electric increased by \$ 0.36 million as Florida Power & Light Co. experienced an increase in its total revenue. We also experienced an increase of \$ 0.74 million in intergovernmental revenues as state revenue sharing and half cent sales tax grew \$ 0.04 million and \$ 0.38 million, respectively as the economy showed some signs of recovery.

The table below presents a summary of changes in net assets for the years ended September 30, 2012 and 2011, as derived from the government-wide Statement of Activities:

	Changes in Net Assets (in thousands)					
	Governmental Activities		Business-Type Activities		Total	
	2012	2011	2012	2011	2012	2011
Revenues:						
Program revenues:						
Charges for services	\$ 7,035	\$ 6,513	\$ 893	\$ 844	\$ 7,928	\$ 7,357
Operating grants and contributions	7,032	7,560	-	-	7,032	7,560
Capital grants and contributions	677	500	-	109	677	609
General revenues:						
Property taxes	11,724	11,734	-	-	11,724	11,734
Utility service taxes	7,772	7,380	-	-	7,772	7,380
Franchise fees	3,070	2,684	-	-	3,070	2,684
Intergovernmental revenues	4,917	4,182	-	-	4,917	4,182
Other revenues	481	782	4	3	485	785
Total revenues	42,708	41,335	897	956	43,605	42,291
Expenses:						
General government	4,977	4,917	-	-	4,977	4,917
Public safety	19,571	18,928	-	-	19,571	18,928
Community services	15,188	14,948	-	-	15,188	14,948
Interest on long-term debt	1,187	1,396	-	-	1,187	1,396
Stormwater utility	-	-	758	827	758	827
Total expenses	40,923	40,189	758	827	41,681	41,016
Increase in net assets before transfers	1,785	1,146	139	129	1,924	1,275
Transfers	-	-	-	-	-	-
Change in net assets	1,785	1,146	139	129	1,924	1,275
Net assets, beginning	99,532	98,386	8,417	8,288	107,949	106,674
Net assets, ending	<u>\$ 101,317</u>	<u>\$ 99,532</u>	<u>\$ 8,556</u>	<u>\$ 8,417</u>	<u>\$ 109,873</u>	<u>\$ 107,949</u>

Financial Analysis of the City of Aventura's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

CITY OF AVENTURA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2012

Governmental Funds

The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unrestricted fund balance (committed, assigned, and unassigned) may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The General Fund is the City's chief operating fund. At end of the current fiscal year, unrestricted fund balance of the General Fund was \$ 38.1 million while the total fund balance reached \$ 39.6 million. Much of the unrestricted fund balance will be utilized in future years to fund various capital needs and to maintain a hurricane/emergency and disaster recovery reserve. As a measure of the General Fund's liquidity, it may be useful to compare both unrestricted fund balance and total fund balance to total general fund expenditures. Unrestricted fund balance and total fund balance represent 137% of total general fund expenditures. Approximately 36% of the General Fund total fund balance - \$ 14.1 million constitutes unassigned fund balance, which is available for spending at the government's discretion.

The fund balance of the City's General Fund increased by \$ 1.4 million during the current fiscal year. Key factors of this increase are as follows:

- An increase in franchise fees – electric of \$ 0.36 million as Florida Power & Light Co. experienced an increase in its total revenue.
- An increase of \$ 0.04 million in state revenue sharing and an increase of \$ 0.38 million in half cent sales tax as the economy began to recover.
- An increase in licenses and permits revenue of \$ 0.08 million primarily due to higher than anticipated building activity.
- Capital outlay budgeted expenditures of \$ 1.5 million which were incomplete at the end of the fiscal year which will be reappropriated in fiscal year 2013.

The Charter School Fund is used to record the operations of the Aventura City of Excellence School. The School's intergovernmental revenues decreased by \$ 0.7 million due to revenue reductions imposed by the State to balance the State Budget. Additionally, expenditures increased \$ 0.1 million primarily as a result of teachers salary increases based on years of service and new teacher positions added to accommodate the capacity of students.

The Street Maintenance Fund is used to record the operations of the street maintenance and construction costs, which are designated by State Statute. Debt Service Fund 2000 Series is used to record principal retirement and did not have any significant changes from the prior year.

Proprietary Fund

The proprietary fund showed a \$ 0.1 million increase in net assets from the prior year. Total revenues increased by approximately \$ 49,000 and expenses decreased by approximately \$ 69,000; due to a decrease in cost of sales and services of approximately \$ 67,000 and a reduction in depreciation expense of approximately \$ 2,000.

CITY OF AVENTURA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2012

General Fund Budgetary Highlights

During the year, the original budget was amended and revenues and expenditures were increased by approximately \$ 1.9 million as follows:

- \$ 0.66 million related to the reappropriation of remaining capital funds from fiscal year 2011 for various capital projects which were incomplete at the end of that fiscal year.
- \$ 0.56 million related to the increase in building permit activity.
- \$ 0.38 million related to operational overages in various departments which were offset by additional revenue.
- \$ 0.30 million related to capital outlay overages in various departments which were offset by additional revenue.

During the year, revenues exceeded budgetary estimates and expenditures were less than budgetary estimates, resulting in a positive variance in the net change in fund balance of approximately \$ 1.4 million. As explained earlier, much of the unrestricted fund balance will be utilized in future years to fund various capital needs. Utility service taxes, intergovernmental revenues, licenses and permits, charges for services, and fines and forfeitures revenue exceeded the revised budget by \$ 0.07 million, \$ 0.3 million, \$ 0.1 million, \$ 0.2 million and \$ 0.08 million, respectively. Nondepartmental capital outlay was \$ 14.8 million less than budgeted because the City budgets a reserve for future capital expenditures which accounts for the majority of the appropriated beginning fund balance.

Capital Assets and Debt Administration

Capital Assets

As of September 30, 2012 and 2011, the City had \$ 94.5 and \$ 96.4, respectively, invested in a variety of capital assets, as reflected in the following schedule:

Capital assets (in thousands, net of depreciation)

	Governmental Activities		Business-Type Activities		Total	
	2012	2011	2012	2011	2012	2011
Land	\$ 17,102	\$ 17,102	\$ -	\$ -	\$ 17,102	\$ 17,102
Buildings	34,197	35,063	-	-	34,197	35,063
Improvements other than buildings	8,033	8,195	-	-	8,033	8,195
Furniture, machinery and equipment	3,644	4,149	-	-	3,644	4,149
Infrastructure	23,823	23,991	7,127	7,424	30,950	31,415
Construction in progress	575	513	-	-	575	513
Total	\$ 87,374	\$ 89,013	\$ 7,127	\$ 7,424	\$ 94,501	\$ 96,437

Additional information can be found in Note 6 – Capital Assets.

Debt Administration

As of year-end, the City had \$ 28.805 million in debt outstanding compared to the \$ 30.045 million last year, a 4.1% decrease. All debt is secured only by a covenant to budget and appropriate.

CITY OF AVENTURA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2012

Defeasance of bonds - On June 15, 2012, the City issued \$ 9,885,000 in Series 2012 Refunding Revenue Bonds with a rate of 2.18% to advance refund \$ 10,165,000 (including a City contribution of \$ 597,856) of the then outstanding Series 2002 Revenue Bonds. The gross proceeds of \$ 10,482,856 were deposited in an irrevocable trust with an escrow agent to provide for the costs of issuance (\$ 75,000) and debt service payments (\$ 10,165,000 of principal and \$ 242,856 of interest) on the call date of *August 1, 2012*. The reacquisition price exceeded the net carrying amount of the old debt by \$ 380,930. The amount is being netted against the new debt and amortized over the life of the new debt issued. The City advance refunded the Series 2002 Revenue Bonds to reduce its total debt service payments over the next fifteen years by approximately \$ 3,810,000 and to obtain an economic gain (difference between the present values of the debt service payments on the old and new debt, net of City's contribution) of approximately \$ 2,595,000.

The debt position of the City is summarized below and is more fully explained in Note 7:

Bonded Debt and Notes Payable (in thousands)

	Governmental		Business-Type		Total	
	Activities		Activities			
	2012	2011	2012	2011	2012	2011
Non-Ad Valorem bonds	\$ 28,805	\$ 30,045	\$ -	\$ -	\$ 28,805	\$ 30,045

Economic Factors and Next Year's Budgets and Rates

The State of Florida, by constitution, does not have a state personal income tax and therefore the State operates primarily using sales, gasoline and corporate income taxes. Local governments (cities, counties, school boards) primarily rely on property and a limited array of permitted other taxes (utility taxes, franchise fees and occupational licenses) as well as intergovernmental revenues for their governmental activities. For business-type activities and certain governmental activities (construction services and recreational programs), the user pays a related fee or charge associated with the service.

The adopted operating and capital budget for fiscal year 2013 totals approximately \$ 53.1 million, 4.3% higher than the final operating and capital budget for fiscal year 2012. This was due primarily to the capital project expenditures including the proposed Government Center Parking Garage. Operating costs were limited to a 1.5% increase as compared to the previous year. The 2013 budget does not include any expansion or additional services. Lower costs associated with service delivery contracts and implementing various energy saving measures throughout the organization assisted greatly in reducing our overall costs. The City's "Go Green" efforts have been very beneficial in keeping our operating costs down.

After three consecutive years of decline due to the economic recession, the City's taxable value has increased this year and overall property values are beginning to stabilize. This year the City experienced a 2.89% increase in property values. The new value of \$7.501 Billion is still sharply down from the pre-recession value of \$9.609 Billion. The Miami-Dade County Property Appraiser reported that coastal cities with a concentration of high-end properties experienced the most growth in property values. Cautiously, it appears we may have turned the corner toward recovery. Recently, we have witnessed positive signs that the local economy has shown some improvement. The number of building permits and applications for commercial and residential projects are on the upswing. Importantly, these new projects will produce jobs for the local economy. The new construction values rose moderately to \$ 42.2 million. However, as we continue to observe, the recovery from this economic downturn is slower and longer than previous recoveries. All indications are that for the next several years we will experience slow growth in the South Florida economy.

CITY OF AVENTURA, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2012

In these economic times it is important that we continue to provide a high level of service to our residents, while preserving our long term financial viability. Although the local economy has made strides, we need to continue to remain prudent and conservative in our financial management of the City.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, customers and investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability. If you should have any questions pertaining to the information presented in this report or would like additional information, please contact the City's Finance Director at 19200 W. Country Club Drive, Aventura, Florida 33180.

CITY OF AVENTURA, FLORIDA
STATEMENT OF NET ASSETS
September 30, 2012

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total</u>
ASSETS:			
Cash, cash equivalents and investments	\$ 45,388,061	\$ 1,299,305	\$ 46,687,366
Receivables, net of allowance for uncollectibles	687,761	-	687,761
Due from other governments	1,261,226	173,903	1,435,129
Prepaid expenses	36,859	-	36,859
Inventories	26,945	-	26,945
Bond issuance costs, net	154,918	-	154,918
Net pension asset	205,783	-	205,783
Restricted cash, cash equivalents and investments	500,657	-	500,657
Capital assets:			
Nondepreciable	17,676,898	-	17,676,898
Depreciable, net of accumulated depreciation	<u>69,697,423</u>	<u>7,126,772</u>	<u>76,824,195</u>
 Total assets	 <u>135,636,531</u>	 <u>8,599,980</u>	 <u>144,236,511</u>
 LIABILITIES:			
Accounts payable	1,381,596	44,165	1,425,761
Accrued liabilities	1,290,906	-	1,290,906
Due to other governments	2,149	-	2,149
Unearned revenues	672,160	-	672,160
Accrued interest payable	45,094	-	45,094
Due within one year:			
Compensated absences payable	631,568	-	631,568
Bonds payable	1,590,000	-	1,590,000
Due in more than one year:			
Compensated absences payable	1,894,704	-	1,894,704
Bonds payable	26,607,449	-	26,607,449
OPEB obligation	<u>204,000</u>	<u>-</u>	<u>204,000</u>
 Total liabilities	 <u>34,319,626</u>	 <u>44,165</u>	 <u>34,363,791</u>
 NET ASSETS:			
Invested in capital assets, net of related debt	59,176,872	7,126,772	66,303,644
Restricted for:			
Public safety	1,146,329	-	1,146,329
Capital improvements	819,090	-	819,090
Debt service	274,594	-	274,594
Unrestricted	<u>39,900,020</u>	<u>1,429,043</u>	<u>41,329,063</u>
 Total net assets	 <u>\$ 101,316,905</u>	 <u>\$ 8,555,815</u>	 <u>\$ 109,872,720</u>

The accompanying notes to the financial statements are an integral part of these statements.

CITY OF AVENTURA, FLORIDA
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2012

FUNCTIONS/PROGRAMS:	Program Revenues			
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental activities:				
General government	\$ 4,977,304	\$ -	\$ 9,676	\$ -
Public safety	19,571,423	5,413,866	220,726	-
Community services	15,187,991	1,621,334	6,801,643	676,604
Interest and fiscal charges	1,187,024	-	-	-
Total governmental activities	40,923,742	7,035,200	7,032,045	676,604
Business-type activities:				
Stormwater utility	758,185	892,395	-	-
Total	\$ 41,681,927	\$ 7,927,595	\$ 7,032,045	\$ 676,604

General revenue:

Taxes:

 Ad valorem taxes

 Utility service taxes

 Franchise fees

Intergovernmental, not restricted for specific purposes

Interest income

Impact fees

Miscellaneous

Total general revenues

Change in net assets

Net assets at beginning of year

Net assets at end of year

The accompanying notes to the financial statements are an integral part of these statements.

Net Revenue (Expense) and
Change in Net Assets

Governmental Activities	Business-Type Activities	Total
\$ (4,967,628)	\$ -	\$ (4,967,628)
(13,936,831)	-	(13,936,831)
(6,088,410)	-	(6,088,410)
<u>(1,187,024)</u>	<u>-</u>	<u>(1,187,024)</u>
(26,179,893)	-	(26,179,893)
-	134,210	134,210
<u>(26,179,893)</u>	<u>134,210</u>	<u>(26,045,683)</u>
11,724,189	-	11,724,189
7,772,000	-	7,772,000
3,070,065	-	3,070,065
4,917,107	-	4,917,107
174,152	4,124	178,276
22,426	-	22,426
284,916	-	284,916
<u>27,964,855</u>	<u>4,124</u>	<u>27,968,979</u>
1,784,962	138,334	1,923,296
<u>99,531,943</u>	<u>8,417,481</u>	<u>107,949,424</u>
<u>\$ 101,316,905</u>	<u>\$ 8,555,815</u>	<u>\$ 109,872,720</u>

CITY OF AVENTURA, FLORIDA
BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2012

	General Fund	Charter School Fund	Street Maintenance Fund	Debt Service Fund Series 2000	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS:						
Cash and cash equivalents and investments	\$ 40,412,854	\$ 2,575,042	\$ 767,186	\$ 46,675	\$ 1,586,304	\$ 45,388,061
Restricted cash, cash equivalents and investments	-	-	-	500,533	124	500,657
Accounts receivable, net	615,916	12,500	-	-	59,345	687,761
Due from other governments	920,957	5,900	333,021	-	1,348	1,261,226
Inventories	26,945	-	-	-	-	26,945
Prepaid expenditures	6,100	30,759	-	-	-	36,859
	<u>41,982,772</u>	<u>2,624,201</u>	<u>1,100,207</u>	<u>547,208</u>	<u>1,647,121</u>	<u>47,901,509</u>
Total assets	\$ 41,982,772	\$ 2,624,201	\$ 1,100,207	\$ 547,208	\$ 1,647,121	\$ 47,901,509
LIABILITIES AND FUND BALANCES:						
Liabilities:						
Accounts payable	\$ 967,910	\$ 176,677	\$ 177,926	\$ -	\$ 59,083	\$ 1,381,596
Accrued liabilities	396,222	218,138	-	409,036	267,510	1,290,906
Due to other governments	-	2,149	-	-	-	2,149
Deferred revenue	980,449	-	110,968	-	30,000	1,121,417
	<u>2,344,581</u>	<u>396,964</u>	<u>288,894</u>	<u>409,036</u>	<u>356,593</u>	<u>3,796,068</u>
Total liabilities	2,344,581	396,964	288,894	409,036	356,593	3,796,068
Fund balances:						
Nonspendable:						
Inventories	26,945	-	-	-	-	26,945
Prepaid expenditures	6,100	30,759	-	-	-	36,859
Restricted for:						
Capital improvements	-	-	811,313	-	7,777	819,090
Public safety	-	-	-	-	1,146,329	1,146,329
Debt service	-	-	-	138,172	136,422	274,594
Committed to:						
Capital reserves	14,773,488	-	-	-	-	14,773,488
Hurricane/emergency and disaster recovery operating reserves	5,000,000	-	-	-	-	5,000,000
Assigned to:						
Charter school operations	-	2,196,478	-	-	-	2,196,478
Public safety/police communication radio system upgrades	1,560,000	-	-	-	-	1,560,000
Subsequent year's budget	4,187,436	-	-	-	-	4,187,436
Unassigned:						
General Fund	14,084,222	-	-	-	-	14,084,222
	<u>39,638,191</u>	<u>2,227,237</u>	<u>811,313</u>	<u>138,172</u>	<u>1,290,528</u>	<u>44,105,441</u>
Total fund balances	39,638,191	2,227,237	811,313	138,172	1,290,528	44,105,441
Total liabilities and fund balances	\$ 41,982,772	\$ 2,624,201	\$ 1,100,207	\$ 547,208	\$ 1,647,121	\$ 47,901,509

The accompanying notes to financial statements are an integral part of these statements.

CITY OF AVENTURA, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET ASSETS
September 30, 2012

Total Fund balances - governmental funds	\$	44,105,441
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds:		
The cost of capital assets is	\$ 125,308,078	
Accumulated depreciation is	<u>(37,933,757)</u>	87,374,321
Intergovernmental revenue is not available to pay for current period expenditures and, therefore, is deferred in the funds.		449,257
Net pension asset resulting from excess contributions to pension plans is not reported in the fund financial statements.		205,783
OPEB obligation resulting from deficiency of contributions to OPEB plans is not reported in the fund financial statements as it is not due and payable in the current period.		(204,000)
Other assets used in governmental activities are not financial resources and therefore are not reported in governmental funds:		
Deferred charge on bond issuance costs	154,918	
Deferred loss on bond refunding	<u>607,551</u>	762,469
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds:		
Compensated absences	(2,526,272)	
Bonds payable	(28,805,000)	
Accrued interest payable	<u>(45,094)</u>	<u>(31,376,366)</u>
Net assets of governmental activities		\$ <u>101,316,905</u>

The accompanying notes to financial statements are an integral part of these statements.

CITY OF AVENTURA, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2012

	General Fund	Charter School Fund	Street Maintenance Fund	Debt Service Fund Series 2000	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES:						
Ad valorem taxes	\$ 11,724,189	\$ -	\$ -	\$ -	\$ -	\$ 11,724,189
Utility service taxes	7,486,791	-	-	-	-	7,486,791
Franchise fees	3,070,065	-	-	-	-	3,070,065
Intergovernmental	3,345,393	6,347,667	1,869,446	-	176,104	11,738,610
Licenses and permits	2,522,665	-	-	-	-	2,522,665
Charges for services	2,334,060	557,587	-	-	-	2,891,647
Fines and forfeitures	1,752,696	-	-	-	706,580	2,459,276
Impact fees	-	-	20,830	-	1,596	22,426
Interest income	131,059	10,572	2,768	25,099	4,654	174,152
Miscellaneous	77,205	226,590	-	-	-	303,795
	<u>32,444,123</u>	<u>7,142,416</u>	<u>1,893,044</u>	<u>25,099</u>	<u>888,934</u>	<u>42,393,616</u>
Total revenues						
EXPENDITURES:						
Current:						
General government	4,266,981	-	-	-	-	4,266,981
Public safety	18,287,013	-	-	-	126,312	18,413,325
Community services	4,732,985	6,819,502	753,233	-	-	12,305,720
Capital outlay	1,601,779	131,435	775,307	-	541,735	3,050,256
Debt service:						
Principal	-	-	-	310,000	650,000	960,000
Advance refunding escrow	-	-	-	-	597,856	597,856
Interest	-	-	-	198,072	789,231	987,303
Trustee fees and other	-	-	-	-	77,909	77,909
	<u>28,888,758</u>	<u>6,950,937</u>	<u>1,528,540</u>	<u>508,072</u>	<u>2,783,043</u>	<u>40,659,350</u>
Total expenditures						
Excess (deficiency) of revenues over expenditures	<u>3,555,365</u>	<u>191,479</u>	<u>364,504</u>	<u>(482,973)</u>	<u>(1,894,109)</u>	<u>1,734,266</u>
OTHER FINANCING SOURCES (USES):						
Issuance of debt	-	-	-	-	9,885,000	9,885,000
Transfers in	82,250	100,000	-	508,465	2,057,088	2,747,803
Transfers out	(2,218,622)	(446,931)	-	-	(82,250)	(2,747,803)
Payment to refunded bond escrow agent	-	-	-	-	(9,810,000)	(9,810,000)
	<u>(2,136,372)</u>	<u>(346,931)</u>	<u>-</u>	<u>508,465</u>	<u>2,049,838</u>	<u>75,000</u>
Total other financing sources (uses)						
Net change in fund balances	1,418,993	(155,452)	364,504	25,492	155,729	1,809,266
FUND BALANCES, beginning	<u>38,219,198</u>	<u>2,382,689</u>	<u>446,809</u>	<u>112,680</u>	<u>1,134,799</u>	<u>42,296,175</u>
FUND BALANCES, ending	<u>\$ 39,638,191</u>	<u>\$ 2,227,237</u>	<u>\$ 811,313</u>	<u>\$ 138,172</u>	<u>\$ 1,290,528</u>	<u>\$ 44,105,441</u>

The accompanying notes to financial statements are an integral part of these statements.

CITY OF AVENTURA, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2012

Net change in fund balances - total governmental funds \$ 1,809,266

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures.

However, in the statement of activities the cost of those assets is depreciated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capitalized capital outlays in the current period:

Expenditures for capital assets	\$ 2,548,801	
Less current year's depreciation	<u>(4,172,316)</u>	(1,623,515)

In the statement of activities, the loss on the disposal of assets is reported, whereas in the governmental funds, the proceeds from the sale increase financial resources. The change in net assets differs from the change in fund balance by:

Cost of the assets disposed	(370,471)	
Related accumulated depreciation	<u>355,332</u>	(15,139)

The issuance of long-term debt provides current financial resources to governmental funds; however, has no effect on net assets:

Bond issue costs, net	(256,716)	
Issuance of debt	<u>(9,885,000)</u>	(10,141,716)

Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets. 11,125,000

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:

Net pension obligation (asset)	(13,255)	
OPEB obligation	(14,000)	
Interest	35,858	
Deferred loss on refunding, net of amortization	359,757	
Amortization of bond issuance costs	(17,855)	
Compensated absences	<u>(53,085)</u>	297,420

Receivables and deferred revenues in governmental funds are susceptible to full accrual on the government-wide statements 333,646

Change in net assets of governmental activities \$ 1,784,962

The accompanying notes to financial statements are an integral part of these statements.

CITY OF AVENTURA, FLORIDA
STATEMENT OF NET ASSETS
PROPRIETARY FUND
September 30, 2012

	<u>Stormwater Utility Fund</u>
ASSETS:	
Current assets:	
Cash, cash equivalents and investments	\$ 1,299,305
Due from other governments	<u>173,903</u>
Total current assets	<u>1,473,208</u>
Noncurrent assets:	
Capital assets, net of accumulated depreciation	<u>7,126,772</u>
Total noncurrent assets	<u>7,126,772</u>
Total assets	<u>8,599,980</u>
LIABILITIES:	
Current liabilities:	
Accounts payable	<u>44,165</u>
Total liabilities	<u>44,165</u>
NET ASSETS:	
Invested in capital assets	7,126,772
Unrestricted	<u>1,429,043</u>
Total net assets	\$ <u><u>8,555,815</u></u>

The accompanying notes to financial statements are an integral part of these statements.

CITY OF AVENTURA, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
PROPRIETARY FUND
For the Year Ended September 30, 2012

	<u>Stormwater Utility Fund</u>
OPERATING REVENUES:	
Charges for services	\$ <u>892,395</u>
OPERATING EXPENSES:	
Cost of sales and services	460,862
Depreciation expense	<u>297,323</u>
Total operating expenses	<u>758,185</u>
Operating income	134,210
NONOPERATING REVENUES:	
Interest income	<u>4,124</u>
Change in net assets	<u>138,334</u>
NET ASSETS, beginning	<u>8,417,481</u>
NET ASSETS, ending	\$ <u><u>8,555,815</u></u>

The accompanying notes to financial statements are an integral part of these statements.

CITY OF AVENTURA, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
For the Year Ended September 30, 2012

CASH FLOWS FROM OPERATING ACTIVITIES:	
Cash received from customers, users and other	\$ 794,177
Cash paid to suppliers	<u>(461,054)</u>
Net cash provided by operating activities	<u>333,123</u>
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:	
Interest received	<u>4,124</u>
Net cash provided by investing activities	<u>4,124</u>
Net increase in cash, cash equivalents and investments	337,247
CASH, CASH EQUIVALENTS AND INVESTMENTS, beginning	<u>962,058</u>
CASH, CASH EQUIVALENTS AND INVESTMENTS, ending	<u>\$ 1,299,305</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Operating income	\$ <u>134,210</u>
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation expense	297,323
Changes in assets and liabilities:	
Increase in due from other governments	(98,218)
Decrease in accounts payable	<u>(192)</u>
Total adjustments	<u>198,913</u>
Net cash provided by operating activities	<u>\$ 333,123</u>

The accompanying notes to financial statements are an integral part of these statements.

CITY OF AVENTURA, FLORIDA
STATEMENT OF FIDUCIARY NET ASSETS
POLICE OFFICERS' RETIREMENT PLAN FUND
September 30, 2012

ASSETS:

Investments, at fair value:	
Common stocks	\$ 12,656,232
U.S. Government securities	3,079,672
Corporate bonds	3,090,033
Money market funds	1,189,750
Receivables:	
Employer contributions	106,694
Employee contributions	18,906
Other receivables	3,864
Accrued interest	<u>52,899</u>
Total assets	<u>20,198,050</u>

LIABILITIES:

Accounts payable	<u>1,925</u>
Total liabilities	<u>1,925</u>
Net assets held in trust for pension benefits	<u><u>\$ 20,196,125</u></u>

The accompanying notes to financial statements are an integral part of these statements.

CITY OF AVENTURA, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET ASSETS
POLICE OFFICERS' RETIREMENT PLAN FUND
For the Year Ended September 30, 2012

ADDITIONS:

Contributions:

Employer	\$ 1,655,005
Employees	519,494
State of Florida, premium tax	<u>268,692</u>

Total contributions	<u>2,443,191</u>
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Investment earnings:

Net appreciation in fair value of investments	2,440,457
Interest and dividend income	<u>399,374</u>

Total investment income	2,839,831
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Less investment expense	<u>167,859</u>
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Net investment income	<u>2,671,972</u>
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Total additions	<u>5,115,163</u>
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DEDUCTIONS:

Administrative expenses	34,609
Benefits paid	<u>203,805</u>

Total deductions	<u>238,414</u>
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Change in net assets	4,876,749
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NET ASSETS HELD IN TRUST FOR PENSION BENEFITS, beginning	<u>15,319,376</u>
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NET ASSETS HELD IN TRUST FOR PENSION BENEFITS, ending	<u>\$ 20,196,125</u>
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The accompanying notes to financial statements are an integral part of these statements.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Aventura, Florida (the "City") was incorporated on November 7, 1995, under the provisions of Chapter 63-1675 Laws of Florida. The City operates under a commission-manager form of government and provides the following full range of municipal services as authorized by its charter: public safety, highways and streets, building, licensing and code compliance, culture and recreation, public works and stormwater management, public records and general administrative services.

The Comprehensive Annual Financial Report (the "CAFR") of the City includes all funds. The financial statements of the City have been prepared to conform with accounting principles generally accepted in the United States of America ("GAAP") as applicable to state and local governments. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Significant accounting and reporting policies and practices used by the City are described below:

A. Financial Reporting Entity

Accounting principles generally accepted in the United States of America require that the reporting entity include: (1) the primary government, (2) organizations for which the primary government is financially accountable and (3) other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. The criteria provided in Section 2100 of the Codification of Government Accounting and Financial Reporting Standards have been considered and there are no agencies or entities which should be presented with the City.

B. Government Wide and Fund Financial Statements

The basic financial statements include both government-wide (based on the City as a whole) and fund financial statements.

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on all activities of the City. For the most part, the effect of interfund services provided and used has been eliminated from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for services.

The government-wide statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those expenses that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operation or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

The net cost (by function) is normally covered by general revenue (i.e., property taxes, sales taxes, franchise taxes, unrestricted intergovernmental revenues, interest income, etc.)

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Separate fund financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The focus of fund financial statements is on major funds. Major individual governmental funds and the major individual enterprise fund are reported as separate columns in the fund financial statements. GASB Statement No. 34 sets forth minimum criteria (percentage of assets, liabilities, revenues or expenditures/expenses of either fund category for the governmental and enterprise, combined or funds that management deems of public importance) for the determination of major funds. The nonmajor funds are combined and presented in a single column in the fund financial statements.

The government-wide-focus is more on the-sustainability of the City as an entity and the-change in aggregate financial position resulting from the activities of the fiscal period. The focus of the fund financial statements is on the major individual funds of the governmental and business-type categories, (by category). Each presentation provides valuable information that can be analyzed and compared to enhance the usefulness of the information.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary and fiduciary fund financial statements. Revenues are recorded when earned and, expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year when an enforceable lien exists and when levied for. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, pension, other postemployment benefits and claims and judgments, are recorded only when due.

Property taxes when levied for, franchise fees, utility taxes, charges for services, impact fees, intergovernmental revenues when eligibility requirements are met and interest associated with the current fiscal period are all considered to be measurable and have been recognized as revenues of the current fiscal period, if available. All other revenue items such as fines and forfeitures and licenses and permits are considered to be measurable and available when cash is received by the City.

Proprietary fund-type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in net total assets. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary fund are charges to customers for sales and services. Operating expenses for proprietary funds include the costs of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses that do not meet this definition are reported as non-operating revenues or expenses.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The City reports the following major governmental funds:

General Fund - This fund is the principal operating fund of the City. All general tax revenues and other receipts that are not allocated by law or contractual agreement to another fund are accounted for in this fund.

Charter School Fund - This fund is used to account for revenues and expenditures from the operations of the Aventura City of Excellence School, a special revenue fund of the City.

Street Maintenance Fund - This fund is used to account for revenues and expenditures, which by State Statute are designated for street maintenance and construction costs.

Debt Service Fund Series 2000 - is used to account for the payment of principal, interest and other expenditures associated with the Series 2000 Revenue Bonds.

The City reports the following major proprietary fund:

Stormwater Utility Fund - This fund accounts for the operation of the City's stormwater system.

Additionally, the government reports the following fiduciary fund type:

Police Officers' Retirement Plan Fund - This fund accounts for the activities of the Police Officers' Retirement Plan that accumulates resources for pension benefits to qualifying police officers.

The private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in both the government-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the GASB. Governments also have the option of following subsequent private-sector guidance for their business-type and enterprise funds, subject to the same limitation. The government has elected not to follow subsequent private-sector guidance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services or privileges provided and fines and forfeitures, 2) operating grants and contributions and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

The City uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the City would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

CITY OF AVENTURA, FLORIDA
 NOTES TO BASIC FINANCIAL STATEMENTS
 September 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

1. Cash, cash equivalents and investments – Cash and cash equivalents are defined as demand deposits, money market accounts and other short-term investments with original maturities of three months or less from the date of acquisition.

The City maintains a pooled cash account for all funds. This enables the City to invest large amounts of idle cash for short periods of time and to optimize earnings potential. Cash and cash equivalents represents the amount owned by each City fund. Resources of all funds, with the exception of the pension fund, are also combined into investment pools for the purpose of maximizing investment yields. Interest earned on pooled cash and investments is allocated monthly based on cash balances of the respective funds.

The City's investments are reported at their fair value based on quoted market prices as reported by recognized security exchanges except for the Guaranteed Investment Contract which is recorded at cost and the City's investment in the Florida PRIME which is recorded at the amortized cost method.

The pension plan's investments in common stocks, corporate bonds and U.S. government securities are reported at fair value based on quoted market price. Investments in money market funds are valued at amortized cost.

2. Receivables and payables - Transactions between funds that are representative of an outstanding lending/borrowing arrangement at the end of the year are referred to as either "interfund receivables/payables." Any residual outstanding balances between the governmental activities and business-type activities at year-end are reported in the government-wide financial statements as internal balances.
3. Prepaid expenses/expenditures - Certain payments to vendors reflect costs applicable to a future accounting period and are recorded as prepaid items in both government-wide and fund financial statements.
4. Inventories - Inventories are valued at the lower of cost (first-in, first-out) or market. These amounts are reported as nonspendable in governmental fund financial statements. Inventory is accounted for using the consumption method whereby inventories are recorded as expenditures when they are used.
5. Capital assets - Capital assets purchased or acquired with an original cost of \$ 5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

Buildings	25
Improvements other than buildings	20 - 30
Infrastructure	20 - 40
Furniture, machinery and equipment	3-20

Within governmental funds (government-wide level), amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported within the governmental fund financial statements.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

6. Unearned/deferred revenue - Unearned revenues at the government-wide level, governmental and business-type activities, are reported when the City receives resources before it has earned the revenues. Furthermore, governmental funds report deferred revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period.
7. Compensated absences payable - The City's sick leave policy permits employees to accumulate earned but unused sick pay benefits. Upon termination, sick pay is paid out, between 0 - 100% based on length of service.

The City's vacation policy is that earned vacation is cumulative although limited to certain maximums based on length of service.

Accumulated compensated absences are recorded in the government-wide and proprietary fund financial statements when earned. Expenditures for accumulated compensated absences have been recorded in the governmental funds only if they have matured, (e.g., resulting from employee resignations and retirements). Payments are generally paid out of the General Fund.

8. Long-term obligations - In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities or proprietary fund type statement of net assets. Bond premiums, discounts and issuance costs are deferred and amortized over the life of the bonds using the straight line method, which approximates the effective interest method. Bonds payable are reported net of the applicable premiums and discounts. For bond refundings resulting in the defeasance of debt reported in the government-wide financial statements and proprietary fund types in the fund financial statements, the difference between the reacquisition price and the net carrying amount of the old debt is deferred and amortized as a component of interest expense. The accounting gain or loss is amortized over the remaining life of the old debt or the life of the new debt, whichever is shorter, and is presented as an addition to or reduction of the face amount of the new debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issue costs in the year of issuance. Bond proceeds at face value and premiums are reported as other financing source. Bond discounts are reported as other financing use. Issuance costs, even if withheld from the actual net proceeds received, and bond principal payments are reported as debt service expenditures.

9. Equity classifications

Government-Wide and Proprietary Fund Statements:

Equity is classified as net assets and displayed in three components:

- a. Invested in capital assets, net of related debt - consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings that are attributable to the acquisition, construction or improvements of those assets.
- b. Restricted net assets - consists of net assets with constraints placed on the use either by: 1) external groups such as creditors, grantors, contributors or laws or regulations of other governments, or 2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net assets - all other net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Fund Equity:

The City follows GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* which requires that governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted to cash (such as inventories and prepaid amounts) and items such as long-term amount of loans and notes receivable, as well as property acquired for resale. The corpus (or principal) of a permanent fund is an example of an amount that is legally or contractually required to be maintained intact. In fiscal year 2012, this represents \$ 63,804.

Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. In fiscal year 2012, this represents \$ 2,240,013.

Committed: This classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision making. The City Commission is the highest level of decision-making authority for the government that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation. Resources accumulated pursuant to stabilization arrangements are reported in this category. In fiscal year 2012, this represents \$ 19,773,488.

Assigned: This classification includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. The City Commission has by resolution authorized the City Manager to assign fund balance. The City Commission may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's budget. Unlike commitments, assignments generally can only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment. In fiscal year 2012, this represents \$ 7,943,914. In the general fund, assigned fund balance for subsequent year's budget is comprised of \$ 3,942,564 and \$ 244,872 representing the appropriation of a portion of existing fund balance in the 2012 budget and outstanding encumbrances, respectively.

Unassigned: This classification includes the residual fund balance for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed or assigned for those specific purposes. In fiscal year 2012, this represents \$ 14,084,022.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

10. Minimum Fund Balance Policy and Hurricane/Emergency and Disaster Recovery Reserve - The City's policy is to maintain an adequate General Fund balance to meet seasonal shortfalls in cash flow and reduce susceptibility to emergency and unanticipated expenditures and/or revenue shortfalls. The City's Commission has adopted a financial standard to maintain a Hurricane/Emergency and Disaster Recovery's Operating Reserve at a minimum level of \$ 5,000,000 and a Fiscal Stability Reserve of 10% of the annual General Fund revenue.

11. Encumbrances - Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of funds are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration.

Encumbrances are recorded at the time a purchase order or other commitment is entered into. Encumbrances outstanding at year-end represent the estimated amount of expenditures which would result if unperformed purchase orders and other commitments at year-end are completed. Encumbrances lapse at year-end; however, the City generally intends to honor purchase orders and other commitments in process. As a result, encumbrances outstanding at year-end are re-appropriated in the next fiscal year and are therefore presented as committed or assigned fund balance for the subsequent year.

12. Use of estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

13. Date of management review - Subsequent events were evaluated by management through February 19, 2013, which is the date the financial statements were available to be issued.

NOTE 2 - PROPERTY TAXES

Property taxes are assessed as of January 1 each year and are first billed (levied) and due the following November 1.

Under Florida law, the assessment of all properties and the collection of all county, municipal, school board and special district property taxes are consolidated in the Offices of the County Property Appraiser and County Tax Collector. The laws for the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. State statutes permit municipalities to levy property taxes at a rate of up to 10 mills (\$ 10 per \$ 1,000 of assessed taxable valuation). The millage rate assessed by the City for the year ended September 30, 2012 was 1.7261 mills.

The City's tax levy is established by the City Commission prior to October 1 of each year, and the County Property Appraiser incorporates the millage into the total tax levy, which includes Miami-Dade County, Miami-Dade County School Board and certain other special taxing districts.

All property is reassessed according to its fair market value as of January 1 each year. Each assessment roll is submitted to the Executive Director of the Florida Department of Revenue for review to determine if the assessment rolls meet all of the appropriate requirements of State Statutes.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 2 - PROPERTY TAXES (continued)

All real and tangible personal property taxes are due and payable on November 1 each year or as soon as practicable thereafter as the assessment roll is certified by the County Property Appraiser. Miami-Dade County mails each property owner on the assessment roll a notice of the taxes due and collects the taxes for the City. Taxes may be paid upon receipt of the notice from Miami-Dade County, with discounts at the rate of 4% if paid in the month of November, 3% if paid in the month of December, 2% if paid in the month of January and 1% if paid in the month of February. Taxes paid during the month of March are without discount, and all unpaid taxes on real and tangible personal property become delinquent and liens are placed on April 1 of the year following the year in which the taxes were assessed. Procedures for the collection of delinquent taxes by Miami-Dade County are provided for in the laws of Florida. There were no material delinquent property taxes as of September 30, 2012.

NOTE 3 - DEPOSITS AND INVESTMENTS

Deposits:

The City's custodial credit risk policy is in accordance with Florida Statutes. Florida Statutes authorize the deposit of City funds in demand deposits or time deposits of financial institutions approved by the State Treasurer. These are defined as public deposits. All City public deposits are held in qualified public depositories pursuant to Chapter 280, Florida Statutes, "Florida Security for Public Deposits Act." Under the act, all qualified public depositories are required to pledge eligible collateral having a market value equal to or greater than the average daily or monthly balance of all public deposits times the depository's collateral pledging level. The collateral pledging level may range from 50% to 125% depending upon the depository's financial condition and the length of time that the depository has been established. All collateral must be deposited with the State Treasurer. Any losses to public depositories resulting from insolvency are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessment against other qualified public depositories of the same type as the depository in default. The City's bank balances were insured either by the federal depository insurance corporation or collateralized in the bank's participation in the Florida Security for Public Deposits Act.

The Florida SBA Pool is not a registrant with the Securities and Exchange Commission ("SEC"); however, its board has adopted operating procedures consistent with the requirements for a 2a-7 fund. The SBA investments are allocated among two funds, Fund A and Fund B (hereinafter referred to as "Florida PRIME" and "LGIP-B"). For the Florida PRIME, a 2a7-like pool, the value of the City's position is the same as the value of the pool shares and is recorded at amortized cost. At September 30, 2012, the City's investment in the Florida PRIME was that of \$ 17,231,105. In accordance with these requirements, the method used to determine the participants' shares sold and redeemed is the amortized cost method. The amortized cost method is the same method used to report investments. Amortized cost includes accrued income and is a method of calculating an investment's value by adjusting its acquisition cost for the amortization of discount or premium over the period from purchase to maturity. Thus, the City's account balance in the SBA is its amortized cost. The LGIP-B pool is accounted for as a fluctuating net asset value "NAV." The balance of the City's investment in LGIP-B at year end amounted to \$ 87,412, with a net asset value factor of 0.94896811. The SBA is governed by Chapter 19-7 of the Florida Administrative Code. These rules provide guidance and establish the general operating procedures for the administration of the SBA. Additionally, the Office of the Auditor General of the State of Florida performs the operational audit of the activities and investment of the SBA. The SBA accounts are not subject to custodial credit risk as these investments are not evidenced by securities that exist in physical or bank entry form.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

Investments:

On June 2, 2009 and on November 1, 2011, the City adopted and re-adopted, respectively, Chapter 6.6 of the Administrative Policy and Directives and Procedures Manual, entitled "Investments Objective and Parameters," as the City's Investment Policy for the management of Public Funds ("the policy"). The policy was created in accordance with Section 218.415, Florida Statutes. The policy applies to all investments held and controlled by the City, with the exception of the Police Officers' Pension Plan and its debt issuance where there are other existing policies or indentures in effect for the investment of related funds.

The City's policy for investments other than pension plan and debt issuance is summarized herein. The Finance Director has responsibility for the type of investments the City makes. The investment policy establishes permitted investments, asset allocation, issuer limits, credit rating requirements and maturity limits to protect the City's assets. All investment securities are held by a Trust custodian, and are managed by financial advisors. In general, the City's policy allows to invest, in the following: (1) securities and obligations of the United States and its agencies; (2) nonnegotiable interest bearing time deposits or savings accounts provided that such deposits are secured by collateral as prescribed by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes; (3) repurchase agreements collateralized by full or general faith and credit obligations of the U. S. Government or Agency securities; (4) the Florida Local Government Surplus Funds Trust Fund "SBA"; (5) intergovernmental investment pools authorized pursuant to the Florida Interlocal Cooperation Act, provided by Section 163.01, Florida Statutes, and provided that such funds contain no derivatives; (6) money market mutual funds - registered investment companies with the highest credit quality rating; (7) commercial paper of any U.S. company; (8) corporate notes; and (9) taxable/tax-exempt municipal bonds.

The City policy for pension investments is under the oversight of the Plan's Board of Trustees (the "Board"). The Board contracts with investment advisory firms and approves any new investment vehicles presented by the consultants. The Board follows all applicable state statutes.

The City has a Guaranteed Investment Contract ("GIC") that is not subject to interest rate risk classification because it is a direct contractual investment and is not a security. The GIC also is not rated for credit risk classification purposes. The GIC provides for a guaranteed return on investments over a specific period of time at a rate of 5.04% per annum. The collateral value of the GIC as of September 30, 2012 is \$ 525,205 and is expected to continue to be sufficient to meet the reserve fund requirement for the Series 2000A Revenue Note of a minimum of \$ 500,000. The GIC is recorded at the contract amount which is \$ 500,657.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

As of September 30, 2012, the City's cash, cash equivalents and investments consisted of the following:

Cash and cash equivalents and investments:	
State Board of Administration -	
SBA, Florida PRIME	\$ 17,231,105
Deposits with financial institutions	13,748,308
U.S. Government obligations	6,050,354
U.S. Treasury bills	5,339,664
Municipal obligations	1,218,924
Corporate bonds	1,164,332
Asset backed securities	813,185
Guarenteed investment contract	500,657
Commercial paper	499,531
Collateralized mortgage obligations	324,303
Motgage-backed securitires	113,322
Money market funds	94,471
State Board of Administation-Fund B	87,412
Petty Cash	2,455
	47,188,023
Fiduciary fund investments:	
Common stocks	12,656,232
Corporate bonds	3,090,033
U.S. Government securities	3,079,672
Money market funds	1,189,750
	20,015,687
	\$ 67,203,710

Cash, cash equivalents and investments are classified in the accompanying financial statements as follows:

Statement of Net Assets:	
Cash, cash equivalents and investments	\$ 46,687,366
Restricted cash, cash equivalents and investments	500,657
	47,188,023
Statement of Fiduciary Net Assets:	
Common stocks	12,656,232
Corporate bonds	3,090,033
U.S. Government securities	3,079,672
Money market funds	1,189,750
	20,015,687
	\$ 67,203,710

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

Interest rate risk – The City's policy is to limit its exposure to fair value losses arising from changes in interest rates by 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, and investing operating funds primarily in shorter-term securities, money market mutual funds or similar investment pools.

This is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City's policy is that unless matched with specific cash flow, the City will not directly invest in securities maturing more than seven (7) years from the date of purchase. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds to ensure that proper liquidity is maintained to meet ongoing obligations.

The City does not have a formal investment policy for its pension funds that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Information about the exposure of the City's debt-type investments to this risk using the segmented time distribution model is as follows:

Summary of Investments and Interest Rate Risk	Fair Value	Time to Maturity (in Years)			
		Less Than 1 Year	1-5 Years	6-10 Years	Greater Than 10 Years
City Investments:					
State Board of Administration - SBA, Florida PRIME	\$ 17,231,105	\$ 17,231,105	\$ -	\$ -	\$ -
U.S. Government obligations	6,050,354	2,082,402	3,967,952	-	-
U.S. Treasury bills	5,339,664	1,291,201	4,048,463	-	-
Municipal obligations	1,218,924	200,543	1,018,381	-	-
Corporate bonds	1,164,332	566,756	597,576	-	-
Asset backed securities	813,185	-	813,185	-	-
Commercial paper	499,531	499,531	-	-	-
Collateralized mortgage obligations	324,303	-	206,173	118,130	-
Mortgage-backed securities	113,322	-	113,322	-	-
Money market funds	94,471	94,471	-	-	-
State Board Administration - SBA, Fund B	87,412	-	-	87,412	-
Subtotal - City Investments	<u>32,936,603</u>	<u>21,966,009</u>	<u>10,765,052</u>	<u>205,542</u>	<u>-</u>
Fiduciary Fund:					
Corporate bonds	3,090,033	285,840	1,888,838	915,355	-
U.S. Government securities	3,079,672	985,551	1,784,342	309,779	-
Money market funds	1,189,750	1,189,750	-	-	-
Subtotal - Fiduciary Fund	<u>7,359,455</u>	<u>2,461,141</u>	<u>3,673,180</u>	<u>1,225,134</u>	<u>-</u>
Total investments	<u>\$ 40,296,058</u>	<u>\$ 24,427,150</u>	<u>\$ 14,438,232</u>	<u>\$ 1,430,676</u>	<u>\$ -</u>

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

Credit Risk - Generally, credit risk is the risk that an issuer of a debt-type investment will not fulfill its obligation to the holder of the investment. This is measured by assignment of a rating by a nationally-recognized rating organization. The City's investment policy provides strict guidelines and limits investments to highly rated securities with minimum ratings of AAA/Aaa (long term securities), A-1/P-1 (short term securities), and AAAm (money market mutual funds). The Finance Director shall determine the appropriate action for any investment held that is downgraded below the minimum rating by one or more rating agencies.

The pension fund limits its credit risk by limiting its fixed income investments to securities with the top (4) ratings issued by nationally recognized statistical rating organizations.

U.S. government securities or obligations explicitly guaranteed by the U.S. government are not considered to have credit risk exposure. Investments in the LGIP-B, certain money market funds, certain U.S. government obligations and certain corporate bonds are not rated. The City's and fiduciary fund's portfolio is rated by Standard & Poor's and Moody's Investor Services, respectively, as follows:

Rating	Fair Value
City Investments:	
AAA	\$ 1,528,823
AAAm	17,325,576
AA+	12,151,606
AA	642,348
AA-	181,416
A+	103,072
A-1+	513,827
A-1	199,699
Not Rated	290,236
	32,936,603
Fiduciary Fund:	
A1	930,003
A2	1,116,957
A3	438,484
AA2	62,189
AA3	542,400
Not rated	4,269,422
	7,359,455
	\$ 40,296,058

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

Concentration - The City's policy is to maintain a diversified portfolio to minimize the risk of loss resulting from concentration of assets in a specific issuer. Specific limits have been established which limit the percentage of portfolio assets that can be invested with a specific issuer. GASB Statement No. 40, *Deposit and Investment Risk Disclosures*, requires disclosure when the percentage is 5% or more in any one issuer. Investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds external investments pools, or other pooled investments are excluded from this requirement. At September 30, 2012 the City had investments in the Federal National Mortgage Association (Fannie Mae) amounting to 6.15% of the total investments held by the City.

The pension fund limits investments that may be invested in any one issuer to no more than 5% of plan net assets, other than those issued by the U.S. Government or its Agencies. More than 5% of the Fund's plan net assets are invested in debt securities issued by the U. S. Treasury. The U. S. Treasury investments represented 11.69% of Plan Net Assets. Given the restriction to the highest rating, this concentration is not viewed to be an additional risk to the City.

Custodial credit risk - For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The City's investment policy requires securities, with the exception of certificates of deposit, to be registered in the City's name and held with a third party custodian.

Foreign credit risk - For an investment, foreign credit risk is the risk that fluctuations in currency exchange rates may affect transactions conducted in currencies other than U.S. dollars and the carrying value of foreign investments. The City is not exposed to foreign credit risk. The pension fund's exposure to foreign credit risk derives mainly from its investments in international equity securities which amounted to \$ 2,759,188 in U.S. dollars. The pension fund's investment policy limits the foreign investments to no more than 25% of the pension fund's investment balance. As of the year end, the foreign investments were 13.78% of total investments. The investments by currency type are as follows:

Currency	Fair Value
Australia	99,971
Canada	319,906
France	219,935
Germany	99,971
Japan	279,918
Netherlands	359,894
United Kingdom	499,853
Switzerland	139,959
Other	739,781
Total	\$ 2,759,188

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 4 – RECEIVABLES

Receivables as of September 30, 2012 consist of the following:

	<u>General Fund</u>	<u>Charter School Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total</u>
Governmental funds:				
Utility service taxes	\$ 436,252	\$ -	\$ -	\$ 436,252
Police services	96,688	-	59,345	156,033
Vendors	47,051	12,500	-	59,551
Franchise fees	<u>35,925</u>	<u>-</u>	<u>-</u>	<u>35,925</u>
 Total governmental funds	 \$ <u>615,916</u>	 \$ <u>12,500</u>	 \$ <u>59,345</u>	 \$ <u>687,761</u>

NOTE 5 - INTERFUND TRANSFERS

Interfund transfers during the year ended September 30, 2012 were as follows:

	<u>Transfers In</u>	<u>Transfers Out</u>
General Fund	\$ 82,250	\$ 2,218,622
Charter School Fund	100,000	446,931
Debt Service Fund Series 2000	508,465	-
Other nonmajor governmental funds	<u>2,057,088</u>	<u>82,250</u>
	 \$ <u>2,747,803</u>	 \$ <u>2,747,803</u>

Transfers are used to: (1) move revenues from the fund that statute or budget requires to collect them, to the fund that statute or budget requires to expend them from or (2) use of unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. Transfers to the General Fund represent reimbursement of cost from the 911 Fund of \$ 82,250. The transfer to the Charter School Fund consists of \$ 100,000 from the General Fund which is being used to support future capital projects occurring in the Charter School Special Revenue Fund. The remaining transfers represent transfers to meet debt service requirements in the Debt Service Funds.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 6 - CAPITAL ASSETS

Capital assets activity for the year ended September 30, 2012 was as follows:

	<u>Balance October 1, 2011</u>	<u>Additions</u>	<u>Retirements and Transfers</u>	<u>Balance September 30, 2012</u>
Governmental activities:				
Capital assets, not being depreciated:				
Land	\$ 17,102,344	\$ -	\$ -	\$ 17,102,344
Construction in progress	<u>513,337</u>	<u>574,554</u>	<u>(513,337)</u>	<u>574,554</u>
Total capital assets, not being depreciated	<u>17,615,681</u>	<u>574,554</u>	<u>(513,337)</u>	<u>17,676,898</u>
 Capital assets, being depreciated:				
Buildings	43,822,365	417,573	-	44,239,938
Improvements other than buildings	10,976,633	261,202	(4,036)	11,233,799
Infrastructure	36,703,862	1,217,005	-	37,920,867
Furniture, machinery and equipment	<u>14,011,207</u>	<u>591,804</u>	<u>(366,435)</u>	<u>14,236,576</u>
Total capital assets, being depreciated	<u>105,514,067</u>	<u>2,487,584</u>	<u>(370,471)</u>	<u>107,631,180</u>
 Less accumulated depreciation for:				
Buildings	8,759,315	1,283,074	-	10,042,389
Improvements other than buildings	2,781,704	420,441	(1,170)	3,200,975
Infrastructure	12,713,424	1,384,793	-	14,098,217
Furniture, machinery and equipment	<u>9,862,330</u>	<u>1,084,008</u>	<u>(354,162)</u>	<u>10,592,176</u>
Total accumulated depreciation	<u>34,116,773</u>	<u>4,172,316</u>	<u>(355,332)</u>	<u>37,933,757</u>
Total capital assets, being depreciated, net	<u>71,397,294</u>	<u>(1,684,732)</u>	<u>(15,139)</u>	<u>69,697,423</u>
Governmental activities capital assets, net	<u>\$ 89,012,975</u>	<u>\$ (1,110,178)</u>	<u>\$ (528,476)</u>	<u>\$ 87,374,321</u>
 Business-type activities:				
Capital assets, being depreciated:				
Infrastructure	\$ 9,658,576	\$ -	\$ -	\$ 9,658,576
Less accumulated depreciation	<u>2,234,481</u>	<u>297,323</u>	<u>-</u>	<u>2,531,804</u>
Total capital assets, being depreciated, net	<u>7,424,095</u>	<u>(297,323)</u>	<u>-</u>	<u>7,126,772</u>
Business-type activities capital assets, net	<u>\$ 7,424,095</u>	<u>\$ (297,323)</u>	<u>\$ -</u>	<u>\$ 7,126,772</u>

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 6 - CAPITAL ASSETS (continued)

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	\$ 500,084
Public safety	713,800
Community services	<u>2,958,432</u>
	<u>\$ 4,172,316</u>
Business-type activities:	
Stormwater utility	<u>\$ 297,323</u>

NOTE 7 - LONG-TERM LIABILITIES OF GOVERNMENTAL ACTIVITIES

Changes in Governmental Activities long-term liabilities during the year ended September 30, 2012 were as follows:

	Balance October 1, 2011	Additions	Reductions	Balance September 30, 2012	Due Within One Year
Series 2000 Revenue Bonds payable	\$ 3,930,000	\$ -	\$ (310,000)	\$ 3,620,000	\$ 325,000
Series 2002 Revenue Bonds payable	10,165,000	-	(10,165,000)	-	-
Series 2010 Refunding Revenue Bonds payable	10,385,000	-	(430,000)	9,955,000	445,000
Series 2011 Refunding Revenue Bonds payable	5,565,000	-	(220,000)	5,345,000	230,000
Series 2012 Refunding Revenue Bonds payable	-	9,885,000	-	9,885,000	590,000
Compensated absences payable	2,473,187	1,226,733	(1,173,648)	2,526,272	631,568
Other post-employment benefits	190,000	14,000	-	204,000	-
Deferred loss on early retirement of Revenue Bonds payable of Series 1999 and 2002	<u>(247,794)</u>	<u>(380,930)</u>	<u>21,173</u>	<u>(607,551)</u>	<u>-</u>
	<u>\$ 32,460,393</u>	<u>\$ 10,744,803</u>	<u>\$ (12,277,475)</u>	<u>\$ 30,927,721</u>	<u>\$ 2,221,568</u>

Revenue bonds as of September 30, 2012 were comprised of the following:

Series 2000 Revenue Bonds, principal is due annually over 20 years in various amounts through October 2020. The bonds bear interest at 5.04% and are payable semi-annually on October 1 and April 1 of each year. The bonds are collateralized by available Non-Ad Valorem revenues. \$ 3,620,000

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 7 - LONG-TERM LIABILITIES OF GOVERNMENTAL ACTIVITIES (continued)

Series 2010 Refunding Revenue Bonds, principal is due annually over 18 years in various amounts through April 2029. The bonds bear interest at 3.42% and are payable semi-annually on October 1 and April 1 of each year. The bonds are collateralized by available Non-Ad Valorem revenues. 9,955,000

Series 2011 Refunding Revenue Bonds, principal is due annually over 18 years in various amounts through April 2029. The bonds bear interest at 3.64% and are payable semi-annually on October 1 and April 1 of each year. The bonds are collateralized by available Non-Ad Valorem revenues. 5,345,000

Series 2012 Refunding Revenue Bonds, principal is due annually over 15 years in various amounts through August 2027. The bonds bear interest at 2.18% and are payable semi-annually on February 1 and August 1 of each year. The bonds are collateralized by available Non-Ad Valorem revenues. 9,885,000

\$ 28,805,000

Compensated absences attributable to governmental activities are generally liquidated by the General Fund.

Series 2000 Revenue Bonds

The City previously issued \$ 6,555,000 in Series 2000 Revenue Bonds to finance the acquisition of land for parks and recreational purposes and for the construction of a community recreation center. The bond indenture relating to this issue requires that a reserve fund of \$ 500,000 be established, the balance of which as of September 30, 2012 was sufficient to meet this requirement. The indenture also requires the maintenance of a minimum debt service coverage ratio of 2.50:1.00.

Series 2002 and Series 2012 (refunding) Revenue Bonds

The City previously entered into a bond indenture agreement with the Florida Intergovernmental Finance Commission through an interlocal governmental agreement. As a result, the City issued \$ 12,610,000 in Series 2002 Revenue Bonds to finance the acquisition of land and construction of a charter school as well as the construction of the community recreation center.

Defeasance of bonds - On June 15, 2012, the City issued \$ 9,885,000 in Series 2012 Refunding Revenue Bonds with a rate of 2.18% to advance refund \$ 10,165,000 (including a City contribution of \$ 597,856) of the then outstanding Series 2002 Revenue Bonds. The gross proceeds of \$ 10,482,856 were deposited in an irrevocable trust with an escrow agent to provide for the costs of issuance (\$ 75,000) and debt service payments (\$ 10,165,000 of principal and \$ 242,856 of interest) on the call date of *August 1, 2012*.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 7 - LONG-TERM LIABILITIES OF GOVERNMENTAL ACTIVITIES (continued)

The reacquisition price exceeded the net carrying amount of the old debt by \$ 380,930. The amount is being netted against the new debt and amortized over the life of the new debt issued. The City advance refunded the Series 2002 Revenue Bonds to reduce its total debt service payments over the next fifteen years by approximately \$ 3,810,000 and to obtain an economic gain (difference between the present values of the debt service payments on the old and new debt, net of City's contribution) of approximately \$ 2,595,000.

Series 2010 and 2011 Refunding Revenue Bonds

The City previously issued \$ 21,000,000 in Series 1999 Revenue Bonds to finance the acquisition of land, buildings and other improvements related to municipal parks and the City's administrative complex and police station. At September 30, 2012, this bond series was fully defeased.

In fiscal year 2010, the City issued Series 2010 Refunding Revenue Bonds to partially advance refund \$ 10,580,000 of the then outstanding Series 1999 Revenue Bonds. The City partially advance refunded the Series 1999 Revenue bonds to reduce its total debt service payments by approximately \$ 2,081,000 and to obtain an economic gain (difference between the present values of the debt service payments on the old and new debt, net of City's contribution) of approximately \$ 1,110,200. In fiscal year 2011, the City issued Series 2011 Refunding Revenue Bonds to advance refund the remaining \$ 5,700,000 of the then outstanding Series 1999 Revenue Bonds. The City advance refunded the Series 1999 Revenue bonds to reduce its total debt service payments by approximately \$ 1,085,000 and to obtain an economic gain (difference between the present values of the debt service payments on the old and new debt, net of City's contribution) of approximately \$ 530,000. The call date of these refunding transactions was on *April 1, 2011*.

The annual debt service requirements to maturity for the revenue bonds are approximately as follows:

<u>Year Ending September 30.</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2013	\$ 1,590,000	\$ 948,700	\$ 2,538,700
2014	1,675,000	868,000	2,543,000
2015	1,735,000	811,900	2,546,900
2016	1,790,000	753,900	2,543,900
2017	1,850,000	693,700	2,543,700
2018-2022	9,255,000	2,480,500	11,735,500
2023-2027	8,610,000	1,092,600	9,702,600
2028-2029	2,300,000	81,200	2,381,200
	<u>\$ 28,805,000</u>	<u>\$ 7,730,500</u>	<u>\$ 36,535,500</u>

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 8 - COMMITMENTS AND CONTINGENCIES

Litigation:

Various claims and lawsuits, which arise in the normal course of operations, are pending against the City. It is management's opinion, based on the advice of the City Attorney, that the outcome of these actions will not have a material adverse effect on the financial statements of the City. Management also believes that the litigation against the City will be covered by insurance.

Government grants:

Revenue recognized from grants may be subject to audit by the grantor agencies. In the opinion of City management, as a result of such audits, disallowances of grant revenues, if any, would not have a material adverse effect on the City's financial condition.

Employment agreement:

The City has an employment contract with its City Manager that provides for an annual salary, adjusted for cost-of-living increases and certain benefits. This agreement is effective for an indefinite term subject to termination of the City Manager by the City Commission in accordance with Article III, Section 3.08 of the City Charter. The City Manager must provide two (2) months advance written notice to resign voluntarily.

Charter school agreements:

The City has a contract with the School Board of Miami-Dade County, Florida, that allows for Aventura City of Excellence School to provide the residents of the City of Aventura an elementary and middle school education choice. During the year, the City Commission acting in their capacity as the School's Governing Board, signed their third contract amendment with the County to increase the School's capacity from 972 (school year 2011/2012) to 1032 students over the next five years. The contract ends on June 30, 2018 but provides for a renewal of up to 15 years by mutual agreement of both parties. The City has entered into an agreement with Charter School USA, Inc. ("CSUSA") to provide administrative and educational services for the City's charter school. The agreement terminates on June 30, 2013. The City intends to renew this agreement after its expiration.

Other agreements:

The City has entered into a three-year nonexclusive agreement with an engineering consulting firm (the "Consultant") to provide building inspections and plan review services. Pursuant to the agreements, the Consultant receives 70% of the gross building permit fee revenues for the first \$ 50,000 in fees in a month and 65% of the amount in excess of \$ 50,000 per month. However, the Consultant receives 35% of the permit fee for all projects owned, paid for and to be operated by the City. The agreement may be renewed for one additional three-year term.

Pension funding:

There have been significant negative economic developments surrounding the overall market-liquidity, credit availability and market collateral levels which have resulted in previous declines in the value of the investment securities held by the Police Officers' Retirement Plan. Consequently, the City's required contribution amount to the Plan, which is necessary to maintain the actuarial soundness and to provide the level of assets sufficient to meet participant benefits, could significantly increase in future periods. It is management's opinion that future contributions to the Plan will not have a material adverse effect on the City's financial position.

CITY OF AVENTURA, FLORIDA
 NOTES TO BASIC FINANCIAL STATEMENTS
 September 30, 2012

NOTE 8 - COMMITMENTS AND CONTINGENCIES (continued)

Construction agreements:

The City has entered into various agreements in reference to the construction and maintenance of the City streets. At year-end, there was one outstanding construction commitment amounting to approximately \$ 204,000.

NOTE 9 - RISK MANAGEMENT

The City is exposed to various risks of loss related to torts, thefts of, damage to and destruction of assets, errors and omissions, employee health, workers' compensation and natural disasters for which the City carries commercial insurance. Settlement amounts have not exceeded insurance coverage for any of the past three (3) fiscal years. In addition, there were no reductions in insurance coverage from those in the prior year.

NOTE 10 - OTHER POST-EMPLOYMENT BENEFITS

The City had previously implemented the Governmental Accounting Standards Board Statement No. 45, *Accounting and Reporting by Employers for Postemployment Benefits Other Than Pension (OPEB)*, for certain postemployment health care benefits provided by the City.

As of October 1, 2011, the latest actuarial valuation, health care and dental plan participants consisted of:

Active Plan participants	178	
Retiree Plan participants	6	
		184

Plan Description:

Pursuant to Section 112.0801, Florida Statutes, the City is required to permit participation in the health insurance program to retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. Other than certain department directors, retirees must pay a monthly premium as determined by the insurance carrier. Retirees pay 100% of the blended equivalent premium rates. The blended rates provide an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the plan on average than those of active employees. Pursuant to Resolution 2006-64; department directors who retire at age 55 or later with at least 10 years of service are not required to pay a premium for medical or dental coverage for themselves prior to age 65. For these individuals, there is an explicit subsidy where the City provides for the retiree's coverage.

The plan described above is currently offered by the City under a "single employer plan" structure. The City provides all financial information and required disclosures of its other post-employment benefit plan in this document; therefore, a separate audited post-employment benefits plan report is not available.

CITY OF AVENTURA, FLORIDA
 NOTES TO BASIC FINANCIAL STATEMENTS
 September 30, 2012

NOTE 10 - OTHER POST-EMPLOYMENT BENEFITS (continued)

Funding Policy:

The City is funding the post-employment benefits on a pay-as-you-go basis. For the fiscal year ended September 30, 2012, the annual required contribution was \$ 122,000. The City made estimated explicit and implicit contributions of \$ 95,000 towards this amount. Retirees contributed approximately \$ 55,000 towards the cost of these benefits, for the fiscal year ended September 30, 2012. At September 30, 2012 the City recorded a net OPEB obligation of \$ 204,000 for governmental activities, in its government-wide statement of net assets.

Annual OPEB Cost and Net OPEB Obligation:

The annual other postemployment benefit (OPEB) cost (expense) is calculated based on the annual required contribution (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and amortize any unfunded actuarial liability over a period not to exceed 30 years. The following table shows the components of the City's annual OPEB cost for the year, the amount actually contributed, and the changes in the net OPEB obligation.

Annual Required Contribution (ARC)	\$	122,000
Interest on net pension obligation		8,000
Adjustment to annual required contribution		(19,000)
Total annual OPEB cost		111,000
Employer contributions made	*	(95,000)
Interest on employer contributions		(2,000)
Increase in net OPEB obligation		14,000
Net OPEB obligation, beginning of year		190,000
Net OPEB obligation, end of year	\$	204,000

**estimated, reflects both the explicit and implicit subsidy.*

The City's annual OPEB cost, the percentage of annual OPEB costs contributed to the plan, and the net OPEB obligation for 2012 and two preceding years were as follows:

<u>Year Ending September 30,</u>	<u>Annual OPEB Cost</u>	<u>Percentage of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
2012	\$ 111,000	85.59%	\$ 204,000
2011	\$ 113,000	84.07%	\$ 190,000
2010	\$ 142,000	44.37%	\$ 174,000

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 10 - OTHER POST-EMPLOYMENT BENEFITS (continued)

Funded Status and Funding Progress:

The schedule of funding progress, presented as RSI following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets are increasing or decreasing over time relative to the actuarial accrued liability for benefits. An analysis of funding progress (the last plan year valuation date) is as follows:

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability at Entry Age (AAL)	Unfunded Actuarial Accrued Liability (UAAL)	Funded Ratio	Covered Payroll	UAAL as % of Covered Payroll
10/01/11	\$ -	\$ 710,000	\$ 710,000	0.0%	\$ 12,781,000	5.6%

Methods and Assumptions:

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the October 1, 2011 actuarial valuation, the projected unit credit cost method was used. The annual required contribution (ARC) reflects a 12-year open period, level dollar payment amortization of the unfunded actuarial accrued liability (UAAL). The actuarial assumptions included a 4.0% investment rate of return.

The following assumptions were made:

Eligibility:

For police officers, retirement was assumed to occur at the earlier of any age with at least 25 years of service or at age 55 with at least six (6) years of service; for all other employees eligibility was assumed to occur at the earlier of any age with at least 30 years of service or at age 62 with at least six (6) years of service.

Mortality:

Sex-distinct mortality rates set forth in the RP-2000 mortality table for annuitants and non-annuitants, projected to 2013 by Scale AA, as published by the IRS for purposes of IRC section 430.

Disability:

Sex-distinct disability rates set forth in the Wyatt 1985 Disability Study; class 4 rates were used for police officers and class 1 rates were used for all other employees.

Permanent Withdrawal from Active Status:

Sex-distinct withdrawal rates set forth in Scale 155 table.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 10 - OTHER POST-EMPLOYMENT BENEFITS (continued)

Investment Rate of Return:

A discount rate of 4.00% per annum (includes inflation at 2.50% per annum).

Healthcare Cost Trend Rate:

The cost of covered medical services has been assumed to increase in accordance with the following rates, compounded annually:

2011/2012	8.00%
2012/2013	7.50%
2013/2014	7.00%
2014/2015	6.50%
2015/2016	6.00%
2016/2017	5.50%
2017/2018 and later	5.00%

With respect to the fully subsidized dental insurance, the assumed dental costs increase at the rate of 3.00% per year

Implied Subsidy (Medical Insurance):

The implied subsidy for a 62-year old retiree is assumed to be \$ 5,400 per year for the retiree and \$ 5,400 per year for the retiree's spouse.

Implied Subsidy (Dental Insurance):

There is no implied subsidy for the dental insurance since we have assumed that the premium charged for the covered individuals does not increase with age.

Age-Related Morbidity:

The cost of the medical services has been assumed to increase with age at the rate of 3.50% per annum.

Retiree Contribution:

Other than eligible department directors, retirees electing post-employment healthcare coverage have been assumed to make monthly contributions equal to the premium charged to active employees. Eligible department directors have been assumed to make the required contribution for healthcare coverage for their spouses.

Cost-of-Living Increase:

Retiree contributions have been assumed to increase in accordance with the healthcare cost trend assumption.

Future Participation Rates:

Other than eligible department directors, 5% of eligible employees were assumed to elect coverage until age 65 upon retirement or disability; 100% of department directors who are eligible for the explicit subsidy from the City were assumed to elect coverage until age 65.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 10 - OTHER POST-EMPLOYMENT BENEFITS (continued)

Marriage and Dependent Assumption:

80% of males and 50% of females are assumed to elect coverage at retirement for themselves and their spouses, with husbands assumed to be three (3) years older than their wives; active employees were not assumed to have any dependent children upon retirement or disability.

COBRA Assumption:

Future healthcare coverage provided solely pursuant to COBRA was not included in the OPEB valuation; because the COBRA premium is determined periodically based on plan experience, it is assumed that the COBRA premium to be paid by the participant fully covers the cost of providing healthcare coverage during the relevant period.

NOTE 11 - DEFINED CONTRIBUTION PENSION PLANS

The City is a single-employer that contributes to four (4) defined contribution pension plans based on employee classification created in accordance with *Internal Revenue Code Section 401(a)*. The plans currently cover all full-time employees of the City. Under these plans, the City contributes between 7% and an amount equal to the annual IRS maximum depending on employee classifications. City contributions for the City Manager, department directors and assistant department directors vest in the year they are contributed. City contributions to general employees vest beginning after one year of service through year five in 20% increments. Participants are not permitted to make contributions during the year. The City made plan contributions of approximately \$ 843,000 during the year. Plan provisions and contribution requirements may be amended by the City Commission. In addition, the City provides to all full-time employees a deferred compensation plan under *Section 457 of the Internal Revenue Code*. Under this program, employees may voluntarily elect to defer a portion of their salary to future years; with no required contributions from the City. Both programs are administered by ICMA Retirement Corp. The City does not exercise any control or fiduciary responsibility over the Plans' assets. Therefore, the assets, liabilities and transactions are not included in the City's financial statements.

NOTE 12 - DEFINED BENEFIT PENSION PLAN

The City agreed to provide a defined benefit retirement plan effective October 1, 2003 through a collective bargaining contract between the City and the Miami-Dade County Police Benevolent Association City of Aventura Police Officers' Retirement Plan (the "Plan"). The Plan is a single-employer defined benefit retirement plan. The Plan was established by the City in accordance with a City ordinance and state statutes. The Plan covers, only sworn police officers and is funded by a combination of City contributions, employee contributions, rollover of 401(a) plan assets for certain employees and the proceeds of the state insurance premium tax on casualty insurance policies. The current funding levels of covered payroll are 20.955% for the City's contribution, 6.775% for the employee's contribution and 4.133% for the state premiums tax. The State is required to contribute pursuant to Chapter 185 of the Florida Statutes, a premium on certain casualty insurance contracts written on the City's property. The premium tax is collected by the State and remitted to the City. During the current fiscal year the City received \$ 268,692 from the State. The Plan and employee contributions are mandatory for all sworn police officers. Contribution requirements of the Plan members and the participating employer are established and may be changed by an amendment to the City ordinance.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 12 - DEFINED BENEFIT PENSION PLAN (continued)

The City utilizes the entry age normal cost method. The asset valuation method is a 5 year smooth.

Information as of the latest actuarial valuation, dated October 1, 2012, included no cost of living adjustments and a 3.00% annual inflation rate; an annual investment rate of return of 7.50%; projected annual salary increases of 5.00%; the amortization method is level dollar, closed; and a remaining amortization period of 21 years. There have been no plan changes, changes to assumptions or methods since the prior valuation report.

On October 1, 2012, (the most recent actuarial valuation date), Plan membership consisted of:

Retirees and beneficiaries receiving benefits	13
Active Plan members	82
	95
	95

The financial statements of the Plan are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. The City's contributions are recognized when due and a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan.

The general administration, management and investment decisions of the Plan and the responsibility for carrying out its provisions is vested in the five (5) members Board of Trustees. Administrative costs of the Plan are financed through current or prior investment earnings.

The City has issued stand-alone financial statements for the Plan, which may be obtained from the City's Finance Department.

Benefits:

Normal retirement may be received upon attainment the earlier of age 55 with 10 years of credited service or upon completion of 25 years of credited service, regardless of age. For the first 40 years of service, the monthly benefit received will be 3.00% of final monthly compensation multiplied by the number of years of service, to a maximum of 80.00%. Years credited beyond 40 will be taken into account at 2.00% of final compensation per year. Early retirement may be received upon the attainment of age 45 with 10 years of credited service. The benefit may be received either on a deferred basis or on an immediate basis. On an immediate basis, the benefit amount will be the normal retirement benefit reduced by 3.00% per year for each year by which the retirement date precedes the normal retirement date. On a deferred basis, the benefit amount will be the same as the normal retirement benefit except that the final compensation and credited service will be based upon the early retirement date.

Disability retirement:

Members who become disabled due to service-incurred injuries, which arise out of performance of service with the City, will receive a monthly benefit amount equal to the member's accrued benefit but not less than 42.00% of the member's final monthly compensation as of the date of disability, offset by any other payments, such as worker's compensation. Members who become disabled due to non-service-incurred injuries, which do not arise out of performance with the City, and who have completed at least 10 years of service, will receive a monthly benefit amount equal to 3.00% of final monthly compensation for each year of credited service, but not less than 30.00%.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 12 - DEFINED BENEFIT PENSION PLAN (continued)

Trend information:

Trend information indicates the progress made in accumulating sufficient assets to pay benefits when due. An analysis of funding progress for the year ended September 30, 2012 is as follows:

<u>Year Ending September 30,</u>	<u>Annual Pension Cost</u>	<u>Percentage of APC Contributed</u>	<u>Net Pension Obligation/ (Asset)</u>
2012	\$ 1,936,952	99%	\$ (205,783)
2011	\$ 1,659,953	99%	\$ (219,038)
2010	\$ 1,246,909	106%	\$ (233,148)

Funded status and funding progress:

The schedule of funding progress, presented as RSI following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets are increasing or decreasing over time relative to the actuarial accrued liability for benefits. An analysis of funding progress as of October 1, 2012, (the most recent actuarial valuation date), is as follows:

<u>Actuarial Valuation Date</u>	<u>Actuarial Value of Assets</u>	<u>Actuarial Accrued Liability at Entry Age (AAL)</u>	<u>Unfunded Actuarial Accrued Liability (UAAL)</u>	<u>Funded Ratio</u>	<u>Covered Payroll</u>	<u>UAAL as % of Covered Payroll</u>
10/01/12	\$ 19,610,921	\$ 25,129,927	\$ 5,519,006	78.04%	\$ 7,663,687	72.02%

The annual pension cost and net pension obligation (asset) for the Plan for year ended September 30, 2012 is as follows:

Annual Required Contribution (ARC)	\$ 1,923,697
Interest on net pension obligation	(16,428)
Adjustment to annual required contribution	29,683
Annual Pension Cost	<u>1,936,952</u>
Contributions made	<u>1,923,697</u>
Decrease in net pension (asset) obligation	13,255
Net pension (asset) obligation, beginning of year	<u>(219,038)</u>
Net pension (asset) obligation, end of year	<u><u>\$ (205,783)</u></u>

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 13 - PRONOUNCEMENTS ISSUED BUT NOT YET EFFECTIVE

The GASB has issued several statements not yet implemented by the City. The statements which might impact the City are as follows:

GASB Statement No. 60, *Accounting and Financial Reporting for Service Concession Arrangements*, was issued November 2010. The objective of this Statement is to improve financial reporting by addressing issues related to service concession arrangements (SCAs), which are a type of public-private or public-public partnership. As used in this Statement, an SCA is an arrangement between a transferor (a government) and an operator (governmental or nongovernmental entity) in which (1) the transferor conveys to an operator the right and related obligation to provide services through the use of infrastructure or another public asset (a "facility") in exchange for significant consideration and (2) the operator collects and is compensated by fees from third parties. The provisions of this Statement will be effective for the City beginning with its year ending September 30, 2013.

GASB Statement No. 61, *The Financial Reporting Entity: Omnibus - an Amendment of GASB Statements No. 14 and No. 34*, was issued November 2010. The objective of this Statement is to improve financial reporting for a governmental financial reporting entity. This Statement modifies certain requirements for inclusion of component units in the financial reporting entity. This Statement also clarifies the reporting of equity interests in legally separate organizations. The provisions of this Statement will be effective for the City beginning with its year ending September 30, 2013.

GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, was issued December 2010. The objective of this Statement is to incorporate into the GASB's authoritative literature certain accounting and financial reporting guidance that is included in the following pronouncements issued on or before November 30, 1989, which does not conflict with or contradict GASB pronouncements: 1) Financial Accounting Standards Board (FASB) Statements and Interpretations; 2) Accounting Principles Board Opinions; and 3) Accounting Research Bulletins of the American Institute of Certified Public Accountants' (AICPA) Committee on Accounting Procedure. The provisions of this Statement will be effective for the fiscal year ending September 30, 2013.

GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, was issued June 2011. The objective of this Statement is to provide financial reporting guidance for deferred outflows of resources and deferred inflows of resources as defined by GASB's Concepts Statement No. 4. It also amends the net asset reporting requirements in Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, and other pronouncements by incorporating deferred outflows of resources and deferred inflows of resources into the definitions of net assets and by renaming it as net position, rather than net assets. The requirements of this Statement will improve financial reporting by standardizing the presentation and the effects on a government's net position. The provisions of this Statement will be effective for the fiscal year ending September 30, 2013.

CITY OF AVENTURA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 13 - PRONOUNCEMENTS ISSUED BUT NOT YET EFFECTIVE (continued)

GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, was issued March 2012. The objective of this Statement is to either (a) properly classify certain items that were previously reported as assets and liabilities as deferred outflows of resources or deferred inflows of resources or (b) recognize certain items that were previously reported as assets and liabilities as outflows of resources (expenses or expenditures) or inflows of resources (revenues). These determinations are based on the definitions of those elements in Concepts Statement No. 4, *Elements of Financial Statements*. The provisions of this Statement will be effective for the fiscal year ending September 30, 2014.

GASB Statement No. 66, *Technical Corrections—2012—an amendment of GASB Statements No. 10 and No. 62*, was issued March 2012. The objective of this Statement is to improve accounting and financial reporting by state and local governmental entities by resolving conflicting guidance that resulted from the issuance of two pronouncements—Statements No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, and No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. The provisions of this Statement will be effective for the fiscal year ending September 30, 2014.

GASB Statement No. 67, *Financial Reporting for Pension Plans—an amendment of GASB Statement No. 25*, was issued June 2012. The objective of this Statement is to improve financial reporting by state and local governmental *pension plans*. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency. This Statement replaces the requirements of Statements No. 25, *Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans*, and No. 50, *Pension Disclosures*, as they relate to pension plans that are administered through trusts or equivalent arrangements (hereafter jointly referred to as trusts) that meet certain criteria. The provisions of this Statement will be effective for the fiscal year ending September 30, 2014.

GASB Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27*, was issued June 2012. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for *pensions*. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency. This Statement replaces the requirements of Statement No. 27, *Accounting for Pensions by State and Local Governmental Employers*, as well as the requirements of Statement No. 50, *Pension Disclosures*, as they relate to pensions that are provided through pension plans administered as trusts or equivalent arrangements (hereafter jointly referred to as trusts) that meet certain criteria. The provisions of this Statement will be effective for the fiscal year ending September 30, 2015.

GASB Statement No. 69, *Government Combinations and Disposals of Government Operations*, was issued January 2013. This Statement establishes accounting and financial reporting standards related to government combinations and disposals of government operations. As used in this Statement, the term *government combinations* include a variety of transactions referred to as mergers, acquisitions, and transfers of operations. The provisions of this Statement will be effective for the fiscal year ending September 30, 2015.

The City's management has not yet determined the effect that these unadopted standards may have on the City's financial statements.

CITY OF AVENTURA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - GENERAL FUND
For the Year Ended September 30, 2012

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues:				
Ad valorem taxes:				
Current	\$ 11,955,146	\$ 11,955,146	\$ 11,612,015	\$ (343,131)
Delinquent	50,000	50,000	112,174	62,174
Utility service taxes:				
Electric	3,908,625	3,908,625	3,990,392	81,767
Telecommunication	2,600,000	2,600,000	2,558,968	(41,032)
Water	850,000	850,000	909,950	59,950
Gas	51,000	51,000	27,481	(23,519)
Franchise fees:				
Electric	2,991,000	2,991,000	2,580,362	(410,638)
Gas	65,000	65,000	20,678	(44,322)
Sanitation	420,000	420,000	438,932	18,932
Towing	30,000	30,000	30,093	93
Total taxes	<u>22,920,771</u>	<u>22,920,771</u>	<u>22,281,045</u>	<u>(639,726)</u>
Intergovernmental revenues:				
Federal grants	7,542	247,542	262,989	15,447
State and local grants	8,677	8,677	16,672	7,995
State pension contribution	284,000	284,000	268,692	(15,308)
Alcoholic beverage licenses	20,000	20,000	17,454	(2,546)
State revenue sharing	350,000	350,000	413,739	63,739
Half cent sales tax	1,725,000	2,115,000	2,320,912	205,912
County occupational licenses	44,000	44,000	44,935	935
Total intergovernmental revenues	<u>2,439,219</u>	<u>3,069,219</u>	<u>3,345,393</u>	<u>276,174</u>
Licenses and permits:				
City business tax receipts	725,000	725,000	838,388	113,388
Building permits	1,300,000	1,630,000	1,634,745	4,745
Certificates of occupancy	10,000	10,000	33,227	23,227
Engineering	9,000	9,000	16,305	7,305
Total licenses and permits	<u>2,044,000</u>	<u>2,374,000</u>	<u>2,522,665</u>	<u>148,665</u>
Charges for services:				
Certificate of use fees	5,200	5,200	4,585	(615)
Lien search fees	35,000	35,000	90,124	55,124
Development review fees	35,000	35,000	153,067	118,067
Recreation/cultural events	985,000	1,035,000	1,063,747	28,747
Police services	1,000,000	1,000,000	1,022,537	22,537
Total charges for services	<u>2,060,200</u>	<u>2,110,200</u>	<u>2,334,060</u>	<u>223,860</u>

CITY OF AVENTURA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - GENERAL FUND

(continued)

For the Year Ended September 30, 2012

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Fines and forfeitures:				
County court fees	400,000	400,000	426,897	26,897
Code violation fines	1,057,000	1,277,000	1,325,799	48,799
Total fines and forfeitures	<u>1,457,000</u>	<u>1,677,000</u>	<u>1,752,696</u>	<u>75,696</u>
Other:				
Interest income	150,000	150,000	131,059	(18,941)
Miscellaneous	56,000	56,000	77,205	21,205
Total other	<u>206,000</u>	<u>206,000</u>	<u>208,264</u>	<u>2,264</u>
Total revenues	<u>31,127,190</u>	<u>32,357,190</u>	<u>32,444,123</u>	<u>86,933</u>
Expenditures:				
Current				
General government:				
City Commission:				
Personnel services	62,063	62,063	63,276	(1,213)
Operating	57,875	57,875	53,524	4,351
City Manager:				
Personnel services	727,373	727,373	742,984	(15,611)
Operating	161,300	161,300	130,844	30,456
Capital outlay	4,000	4,000	7,332	(3,332)
Finance:				
Personnel services	776,024	776,024	686,470	89,554
Operating	99,040	99,040	80,930	18,110
Capital outlay	2,000	2,000	1,652	348
Information technology:				
Personnel services	734,626	734,626	553,886	180,740
Operating	234,550	234,550	204,728	29,822
Capital outlay	111,000	370,910	127,773	243,137
Legal:				
Operating	280,000	280,000	265,791	14,209
City Clerk:				
Personnel services	215,382	215,382	221,571	(6,189)
Operating	54,700	68,700	61,478	7,222
Total general government-departmental	<u>3,519,933</u>	<u>3,793,843</u>	<u>3,202,239</u>	<u>591,604</u>

CITY OF AVENTURA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - GENERAL FUND

(continued)

For the Year Ended September 30, 2012

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Nondepartmental:				
Personnel services	15,000	15,000	13,485	1,515
Operating	1,589,000	1,589,000	1,188,014	400,986
Capital outlay	15,368,488	14,948,488	198,248	14,750,240
Total general government- nondepartmental	<u>16,972,488</u>	<u>16,552,488</u>	<u>1,399,747</u>	<u>15,152,741</u>
Total general government	<u>20,492,421</u>	<u>20,346,331</u>	<u>4,601,986</u>	<u>15,744,345</u>
Public safety:				
Police:				
Personnel services	14,373,177	14,421,177	14,452,890	(31,713)
Operating	1,762,542	1,982,542	1,826,943	155,599
Capital outlay	1,384,500	1,970,300	537,338	1,432,962
Community development:				
Personnel services	719,172	719,172	709,824	9,348
Operating	787,700	1,347,700	1,297,356	50,344
Capital outlay	3,500	47,500	2,479	45,021
Total public safety	<u>19,030,591</u>	<u>20,488,391</u>	<u>18,826,830</u>	<u>1,661,561</u>
Community services:				
Personnel services	1,344,404	1,344,404	1,287,196	57,208
Operating	2,724,700	2,809,700	2,818,717	(9,017)
Capital outlay	420,700	911,880	726,503	185,377
Arts and cultural center:				
Operating	673,253	673,253	627,072	46,181
Capital outlay	0	1,838	454	1,384
Total community services	<u>5,163,057</u>	<u>5,741,075</u>	<u>5,459,942</u>	<u>281,133</u>
Total expenditures	<u>44,686,069</u>	<u>46,575,797</u>	<u>28,888,758</u>	<u>17,687,039</u>
Excess (deficiency) of revenues over expenditures	<u>(13,558,879)</u>	<u>(14,218,607)</u>	<u>3,555,365</u>	<u>17,773,972</u>
Other financing sources (uses):				
Transfers in	82,250	82,250	82,250	-
Transfers out	(2,220,979)	(2,218,622)	(2,218,622)	-
Appropriated fund balance	15,697,608	16,354,979	-	(16,354,979)
Total other financing sources (uses)	<u>13,558,879</u>	<u>14,218,607</u>	<u>(2,136,372)</u>	<u>(16,354,979)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,418,993</u>	<u>\$ 1,418,993</u>

See Notes to Required Supplementary Information.

CITY OF AVENTURA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL
SPECIAL REVENUE FUND
STREET MAINTENANCE FUND
For the Year Ended September 30, 2012

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES:				
Intergovernmental revenues	\$ 1,511,650	\$ 1,511,650	\$ 1,869,446	\$ 357,796
Impact fees	-	-	20,830	20,830
Interest income	500	500	2,768	2,268
Total revenues	<u>1,512,150</u>	<u>1,512,150</u>	<u>1,893,044</u>	<u>380,894</u>
EXPENDITURES:				
Operating	775,000	775,000	753,233	21,767
Capital outlay	867,150	1,183,959	775,307	408,652
Total expenditures	<u>1,642,150</u>	<u>1,958,959</u>	<u>1,528,540</u>	<u>430,419</u>
Excess (deficiency) of revenues over expenditures	<u>(130,000)</u>	<u>(446,809)</u>	<u>364,504</u>	<u>811,313</u>
OTHER FINANCING SOURCES (USES):				
Appropriated fund balance	130,000	446,809	-	(446,809)
Total other financing sources (uses)	<u>130,000</u>	<u>446,809</u>	<u>-</u>	<u>(446,809)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 364,504</u>	<u>\$ 364,504</u>

See Notes to Required Supplementary Information.

**CITY OF AVENTURA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF FUNDING PROGRESS
POLICE OFFICERS' RETIREMENT PLAN FUND
AND OTHER POST-EMPLOYMENT BENEFITS (UNAUDITED)**

Actuarial Valuation Date	(a) Actuarial Value of Assets	(b) Actuarial Accrued Liability (AAL)- Frozen Initial Liability	Unfunded AAL (UAAL) (b)-(a)	Funded Ratio (a)/(b)	(c) Covered Payroll	UAAL as a Percentage of Covered Payroll (b-a)/(c)
POLICE OFFICERS' RETIREMENT PLAN FUND (UNAUDITED)						
10/01/12	\$ 19,610,921	\$ 25,129,927	\$ 5,519,006	78.04%	\$ 7,663,687	72.02%
10/01/09	\$ 10,375,587	\$ 16,273,418	\$ 5,897,831	63.76%	\$ 6,418,797	91.88%
10/01/07	\$ 6,935,097	\$ 10,825,108	\$ 3,890,011	64.06%	\$ 5,576,592	69.76%
OTHER POST-EMPLOYMENT BENEFITS (UNAUDITED)						
10/01/11	\$ -	\$ 710,000	\$ 710,000	0.0%	\$ 12,781,000	5.54%
10/01/08	\$ -	\$ 735,000	\$ 735,000	0.0%	\$ 9,175,000	8.01%

See Notes to Required Supplementary Information.

CITY OF AVENTURA, FLORIDA
 REQUIRED SUPPLEMENTARY INFORMATION
 SCHEDULE OF CONTRIBUTIONS FROM THE EMPLOYER AND THE STATE
 OF FLORIDA - POLICE OFFICERS' RETIREMENT PLAN FUND (UNAUDITED)

	<u>CITY</u>			<u>STATE OF FLORIDA</u>	
	<u>Annual Required Contribution</u>	<u>City Contribution</u>	<u>Percentage Contributed</u>	<u>Annual Contribution</u>	<u>Percentage Contributed</u>
2012	\$ 1,655,005	\$ 1,655,005	100.00%	\$ 268,692	100.00%
2011	\$ 1,645,843	\$ 1,645,843	100.00%	\$ 250,125	100.00%
2010	\$ 1,245,754	\$ 1,320,667	106.01%	\$ 284,381	100.00%
2009	\$ 886,124	\$ 1,149,156	129.68%	\$ 265,314	100.00%
2008	\$ 1,006,054	\$ 1,024,908	101.87%	\$ 163,088	100.00%
2007	\$ 994,187	\$ 1,000,802	100.67%	\$ 160,063	100.00%

See Notes to Required Supplementary Information.

CITY OF AVENTURA, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2012

NOTE 1 - BUDGETS AND BUDGETARY ACCOUNTING

An annual appropriated budget is adopted for all governmental funds with the exception of the Charter School Fund, Federal Forfeiture Fund and Law Enforcement Trust Fund (Special Revenue Funds).

The City follows these procedures in establishing the budgetary data reflected in the basic financial statements:

- a. The City Manager submits to the City Commission a proposed operating and capital budget for the ensuing fiscal year. The budget includes proposed expenditures and the means of financing them.
- b. Public hearings are conducted to obtain taxpayer comments.
- c. Prior to October 1, the budget is legally enacted through passage of an ordinance.
- d. Formal budgetary integration is employed as a management control device during the year for the governmental funds described above.
- e. The City Commission, by ordinance, may make supplemental appropriations for the year up to the amount of revenues in excess of those estimated. The City Commission made several supplementary budgetary appropriations throughout the year including approximately \$ 1,887,400 in the General Fund.
- f. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles ("GAAP").
- g. The City Manager is authorized to transfer part or all of an unencumbered appropriation balance within departments within a fund; however, any revisions that alter the total appropriations of any department or fund must be approved by the City Commission. The classification detail at which expenditures may not legally exceed appropriations is at the department level.
- h. Unencumbered appropriations lapse at fiscal year-end. Unencumbered amounts are reappropriated in the following year's budget for capital accounts only.
- i. Expenditures did not exceed appropriations in any of the governmental funds.

NOTE 2 - ACTUARIAL ASSUMPTIONS

Police Officers' Retirement Plan Fund - Information as of the latest actuarial valuation date of October 1, 2012 included no cost of living adjustments and a 3.00% annual inflation rate; an annual investment rate of return of 7.50%; projected annual salary increases of 5.00%; the amortization method is level dollar, closed; and a remaining amortization period of 21 years.

Other Post-Employment Benefits - Information as of the latest actuarial valuation date of October 1, 2011 included an annual investment rate of return of 4.0%; the amortization method is level dollar; an amortization period of 12 year-open and an actuarial cost method of projected unit credit.

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NON-MAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Police Education Fund - This fund is used to account for revenues and expenditures associated with the two dollars (\$2) the City receives from each paid traffic citation, by State Statute, must be used to further the education of the City's police officers.

Police Capital Outlay Impact Fee Fund - This fund is used to account for impact fees derived from new developments and restricted by ordinance for police capital improvements. This fund provides a funding source to assist the City in providing police services required by the growth in the City.

Park Development Fund - This fund is used to account for revenues and expenditures specifically earmarked for capital improvements to the City's park system. This fund accounts for impact fees derived from new developments and restricted by ordinance for park capital improvement projects.

911 Fund - This fund is used to account for revenues and expenditures specifically earmarked for the City's emergency 911 system in accordance with Florida Statutes 365.172. The funds may be used to provide emergency dispatch systems, training, communication, maintenance and repairs and related capital outlay purchases. The fund offsets a portion of the emergency 911 operations.

Federal Forfeiture Fund - This fund is used to account for proceeds obtained from the sale of confiscated and unclaimed property turned over to the City through court judgments. Proceeds are to be used solely for crime fighting purposes.

Law Enforcement Trust Fund - This fund is used to account for resources resulting from police department confiscations and their expenditure for law enforcement purposes.

DEBT SERVICE FUNDS

Debt service funds are used to account for the accumulation of resources for and the payment of principal and interest on all general long-term debt.

Debt Service Fund Series 2010 & 2011 - This fund is used to accumulate monies for the payment of the 2010 and 2011 Refunding Revenue Bonds. Non-ad valorem tax revenues in the governmental funds are pledged for the payment of principal and interest.

Debt Service Fund Series 2012 - Charter School Land Acquisition - This fund is used to accumulate monies for the payment of the 2012 Refunding Revenue Bonds. Non-ad valorem tax revenues in the governmental funds are pledged for the payment of principal and interest.

Debt Service Fund Series 2012 - Charter School Building Construction - This fund is used to accumulate monies for the payment of the 2002 Refunding Revenue Bonds. Non-ad valorem tax revenues in the governmental funds are pledged for the payment of principal and interest.

CITY OF AVENTURA, FLORIDA
COMBINING BALANCE SHEET
OTHER NONMAJOR GOVERNMENTAL FUNDS
September 30, 2012

Special Revenue Funds

	Police Education Fund	Police Capital Outlay Impact Fee Fund	Park Development Fund	911 Fund	Federal Forfeiture Fund	Law Enforcement Trust Fund
ASSETS:						
Cash, cash equivalents and investments	\$ 10,502	\$ 5,513	\$ 2,264	\$ 482	\$ 1,012,852	\$ 150,883
Restricted cash, cash equivalents and investments	-	-	-	-	-	-
Accounts receivable, net	-	-	-	59,345	-	-
Due from other governments	1,348	-	-	-	-	-
Total assets	<u>\$ 11,850</u>	<u>\$ 5,513</u>	<u>\$ 2,264</u>	<u>\$ 59,827</u>	<u>\$ 1,012,852</u>	<u>\$ 150,883</u>
LIABILITIES AND FUND BALANCES:						
Liabilities:						
Accounts payable	\$ -	\$ -	\$ -	\$ 169	\$ 12,046	\$ 46,868
Accrued liabilities	-	-	-	-	-	-
Deferred revenue	-	-	-	30,000	-	-
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,169</u>	<u>12,046</u>	<u>46,868</u>
FUND BALANCES:						
Restricted for:						
Public safety	11,850	-	-	29,658	1,000,806	104,015
Debt service	-	-	-	-	-	-
Capital improvements	-	5,513	2,264	-	-	-
Total fund balances	<u>11,850</u>	<u>5,513</u>	<u>2,264</u>	<u>29,658</u>	<u>1,000,806</u>	<u>104,015</u>
Total liabilities and fund balances	<u>\$ 11,850</u>	<u>\$ 5,513</u>	<u>\$ 2,264</u>	<u>\$ 59,827</u>	<u>\$ 1,012,852</u>	<u>\$ 150,883</u>

Debt Service Funds			
Debt Service Fund Series 2010 & 2011	Debt Service Fund Series 2012 Charter School Land Acquisition	Debt Service Fund Series 2012 Charter School Building Construction	Total Nonmajor Governmental Funds
\$ 279,099	\$ 3,427	\$ 121,282	\$ 1,586,304
-	63	61	124
-	-	-	59,345
-	-	-	1,348
<u>\$ 279,099</u>	<u>\$ 3,490</u>	<u>\$ 121,343</u>	<u>\$ 1,647,121</u>
\$ -	\$ -	\$ -	\$ 59,083
267,510	-	-	267,510
-	-	-	30,000
<u>267,510</u>	<u>-</u>	<u>-</u>	<u>356,593</u>
-	-	-	1,146,329
11,589	3,490	121,343	136,422
-	-	-	7,777
<u>11,589</u>	<u>3,490</u>	<u>121,343</u>	<u>1,290,528</u>
<u>\$ 279,099</u>	<u>\$ 3,490</u>	<u>\$ 121,343</u>	<u>\$ 1,647,121</u>

CITY OF AVENTURA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
OTHER NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2012

Special Revenue Funds

	Police Education Fund	Police Capital Outlay Impact Fee Fund	Park Development Fund	911 Fund	Federal Forfeiture Fund	Law Enforcement Trust Fund
REVENUES:						
Intergovernmental revenues	\$ -	\$ -	\$ -	\$ 176,104	\$ -	\$ -
Fines and forfeitures	8,867	-	-	-	650,544	47,169
Impact fees	-	1,596	-	-	-	-
Interest income	32	102	8	65	3,207	792
Total revenues	<u>8,899</u>	<u>1,698</u>	<u>8</u>	<u>176,169</u>	<u>653,751</u>	<u>47,961</u>
EXPENDITURES:						
Current:						
Public safety	9,478	-	-	88,763	-	28,071
Capital outlay	-	31,388	-	-	364,114	146,233
Debt service:						
Principal	-	-	-	-	-	-
Advance refunding escrow	-	-	-	-	-	-
Interest	-	-	-	-	-	-
Trustee fees and other	-	-	-	-	-	-
Total expenditures	<u>9,478</u>	<u>31,388</u>	<u>-</u>	<u>88,763</u>	<u>364,114</u>	<u>174,304</u>
Excess (deficiency) of revenues over expenditures	<u>(579)</u>	<u>(29,690)</u>	<u>8</u>	<u>87,406</u>	<u>289,637</u>	<u>(126,343)</u>
OTHER FINANCING SOURCES (USES):						
Issuance of debt	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	(82,250)	-	-
Payment to refunded bond escrow agent	-	-	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>(82,250)</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>(579)</u>	<u>(29,690)</u>	<u>8</u>	<u>5,156</u>	<u>289,637</u>	<u>(126,343)</u>
FUND BALANCES, beginning	<u>12,429</u>	<u>35,203</u>	<u>2,256</u>	<u>24,502</u>	<u>711,169</u>	<u>230,358</u>
FUND BALANCES, ending	<u>\$ 11,850</u>	<u>\$ 5,513</u>	<u>\$ 2,264</u>	<u>\$ 29,658</u>	<u>\$ 1,000,806</u>	<u>\$ 104,015</u>

Debt Service Funds			
Debt Service Fund Series 2010 & 2011	Debt Service Fund Series 2012 Charter School Land Acquisition	Debt Service Fund Series 2012 Charter School Building Construction	Total Nonmajor Governmental Funds
\$ -	\$ -	\$ -	\$ 176,104
-	-	-	706,580
-	-	-	1,596
<u>231</u>	<u>4</u>	<u>213</u>	<u>4,654</u>
<u>231</u>	<u>4</u>	<u>213</u>	<u>888,934</u>
-	-	-	126,312
-	-	-	541,735
650,000	-	-	650,000
-	282,518	315,338	597,856
546,376	114,628	128,227	789,231
<u>-</u>	<u>39,589</u>	<u>38,320</u>	<u>77,909</u>
<u>1,196,376</u>	<u>436,735</u>	<u>481,885</u>	<u>2,783,043</u>
<u>(1,196,145)</u>	<u>(436,731)</u>	<u>(481,672)</u>	<u>(1,894,109)</u>
-	4,671,190	5,213,810	9,885,000
1,206,377	403,780	446,931	2,057,088
-	-	-	(82,250)
<u>-</u>	<u>(4,635,749)</u>	<u>(5,174,251)</u>	<u>(9,810,000)</u>
<u>1,206,377</u>	<u>439,221</u>	<u>486,490</u>	<u>2,049,838</u>
10,232	2,490	4,818	155,729
<u>1,357</u>	<u>1,000</u>	<u>116,525</u>	<u>1,134,799</u>
<u>\$ 11,589</u>	<u>\$ 3,490</u>	<u>\$ 121,343</u>	<u>\$ 1,290,528</u>

CITY OF AVENTURA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL
SPECIAL REVENUE FUND
POLICE EDUCATION FUND
 For the Year Ended September 30, 2012

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES:				
Fines and forfeitures	\$ 7,000	\$ 7,000	\$ 8,867	\$ 1,867
Interest income	-	-	32	32
Total revenues	<u>7,000</u>	<u>7,000</u>	<u>8,899</u>	<u>1,899</u>
EXPENDITURES:				
Operating	<u>11,000</u>	<u>19,429</u>	<u>9,478</u>	<u>9,951</u>
Total expenditures	<u>11,000</u>	<u>19,429</u>	<u>9,478</u>	<u>9,951</u>
Excess (deficiency) of revenues over expenditures	<u>(4,000)</u>	<u>(12,429)</u>	<u>(579)</u>	<u>11,850</u>
OTHER FINANCING SOURCES (USES):				
Appropriated fund balance	<u>4,000</u>	<u>12,429</u>	<u>-</u>	<u>(12,429)</u>
Total other financing sources (uses)	<u>4,000</u>	<u>12,429</u>	<u>-</u>	<u>(12,429)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (579)</u>	<u>\$ (579)</u>

CITY OF AVENTURA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL
SPECIAL REVENUE FUND
POLICE CAPITAL OUTLAY IMPACT FEE FUND
 For the Year Ended September 30, 2012

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES:				
Impact fees	\$ -	\$ -	\$ 1,596	\$ 1,596
Interest income	-	-	102	102
	-	-	1,698	1,698
EXPENDITURES:				
Capital outlay	16,557	35,203	31,388	3,815
	16,557	35,203	31,388	3,815
Excess (deficiency) of revenues over expenditures	(16,557)	(35,203)	(29,690)	5,513
OTHER FINANCING SOURCES (USES):				
Appropriated fund balance	16,557	35,203	-	(35,203)
	16,557	35,203	-	(35,203)
Net change in fund balance	\$ -	\$ -	\$ (29,690)	\$ (29,690)

CITY OF AVENTURA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL
SPECIAL REVENUE FUND
PARK DEVELOPMENT FUND
 For the Year Ended September 30, 2012

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES:				
Interest income	\$ -	\$ -	\$ 8	\$ 8
Total revenues	<u>-</u>	<u>-</u>	<u>8</u>	<u>8</u>
EXPENDITURES:				
Capital outlay	<u>2,246</u>	<u>2,256</u>	<u>-</u>	<u>2,256</u>
Total expenditures	<u>2,246</u>	<u>2,256</u>	<u>-</u>	<u>2,256</u>
Excess (deficiency) of revenues over expenditures	<u>(2,246)</u>	<u>(2,256)</u>	<u>8</u>	<u>2,264</u>
OTHER FINANCING SOURCES (USES):				
Appropriated fund balance	<u>2,246</u>	<u>2,256</u>	<u>-</u>	<u>(2,256)</u>
Total other financing sources (uses)	<u>2,246</u>	<u>2,256</u>	<u>-</u>	<u>(2,256)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8</u>	<u>\$ 8</u>

CITY OF AVENTURA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL
SPECIAL REVENUE FUND
911 FUND
For the Year Ended September 30, 2012

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES:				
Intergovernmental revenues	\$ 211,650	\$ 211,650	\$ 176,104	\$ (35,546)
Interest income	-	-	65	65
Total revenues	<u>211,650</u>	<u>211,650</u>	<u>176,169</u>	<u>(35,481)</u>
EXPENDITURES:				
Operating	129,400	129,400	88,763	40,637
Capital outlay	-	24,502	-	24,502
Total expenditures	<u>129,400</u>	<u>153,902</u>	<u>88,763</u>	<u>65,139</u>
Excess (deficiency) of revenues over expenditures	<u>82,250</u>	<u>57,748</u>	<u>87,406</u>	<u>29,658</u>
OTHER FINANCING SOURCES (USES):				
Transfers out	(82,250)	(82,250)	(82,250)	-
Appropriated fund balance	-	24,502	-	(24,502)
Total other financing sources (uses)	<u>(82,250)</u>	<u>(57,748)</u>	<u>(82,250)</u>	<u>(24,502)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,156</u>	<u>\$ 5,156</u>

CITY OF AVENTURA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL
DEBT SERVICE FUND SERIES 2010 & 2011
For the Year Ended September 30, 2012

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES:				
Interest income	\$ -	\$ -	\$ 231	\$ 231
Total revenues	-	-	231	231
EXPENDITURES:				
Debt Service:				
Principal	650,000	650,000	650,000	-
Interest	557,734	557,734	546,376	11,358
Total expenditures	1,207,734	1,207,734	1,196,376	11,358
Excess (deficiency) of revenues over expenditures	(1,207,734)	(1,207,734)	(1,196,145)	11,589
OTHER FINANCING SOURCES (USES):				
Transfers in	1,207,734	1,207,734	1,206,377	(1,357)
Total other financing sources (uses)	1,207,734	1,207,734	1,206,377	(1,357)
Net change in fund balance	\$ -	\$ -	\$ 10,232	\$ 10,232

CITY OF AVENTURA, FLORIDA
 SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 DEBT SERVICE FUND SERIES 2000
 For the Year Ended September 30, 2012

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES:				
Interest income	\$ -	\$ -	\$ 25,099	\$ 25,099
Total revenues	-	-	25,099	25,099
EXPENDITURES:				
Debt Service:				
Principal	310,000	310,000	310,000	-
Interest	198,465	198,465	198,072	393
Total expenditures	508,465	508,465	508,072	393
Excess (deficiency) of revenues over expenditures	(508,465)	(508,465)	(482,973)	25,492
OTHER FINANCING SOURCES (USES):				
Transfers in	508,465	508,465	508,465	-
Total other financing sources (uses)	508,465	508,465	508,465	-
Net change in fund balance	\$ -	\$ -	\$ 25,492	\$ 25,492

CITY OF AVENTURA, FLORIDA
 SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 DEBT SERVICE FUND SERIES 2012-
 CHARTER SCHOOL LAND ACQUISITION
 For the Year Ended September 30, 2012

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES:				
Interest income	\$ -	\$ -	\$ 4	\$ 4
Total revenues	<u>-</u>	<u>-</u>	<u>4</u>	<u>4</u>
EXPENDITURES:				
Debt Service:				
Advance refunding escrow	167,756	167,756	282,518	(114,762)
Interest	229,524	229,524	114,628	114,896
Trustee fees and other	7,500	42,941	39,589	3,352
Total expenditures	<u>404,780</u>	<u>440,221</u>	<u>436,735</u>	<u>3,486</u>
Excess (deficiency) of revenues over expenditures	<u>(404,780)</u>	<u>(440,221)</u>	<u>(436,731)</u>	<u>3,490</u>
OTHER FINANCING SOURCES (USES):				
Proceeds from refunding bonds	-	4,671,190	4,671,190	-
Transfers in	404,780	403,780	403,780	-
Appropriated fund balance	-	1,000	-	(1,000)
Payment to refunded bond escrow agent	-	(4,635,749)	(4,635,749)	-
Total other financing sources (uses)	<u>404,780</u>	<u>440,221</u>	<u>439,221</u>	<u>(1,000)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,490</u>	<u>\$ 2,490</u>

CITY OF AVENTURA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL
DEBT SERVICE FUND SERIES 2012 -
CHARTER SCHOOL BUILDING CONSTRUCTION
For the Year Ended September 30, 2012

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
REVENUES:				
Interest income	\$ -	\$ -	\$ 213	\$ 213
Total revenues	<u>-</u>	<u>-</u>	<u>213</u>	<u>213</u>
EXPENDITURES:				
Debt Service:				
Advance refunding escrow	187,244	187,244	315,338	(128,094)
Interest	256,187	256,187	128,227	127,960
Trustee fees and other	3,500	43,059	38,320	4,739
Total expenditures	<u>446,931</u>	<u>486,490</u>	<u>481,885</u>	<u>4,605</u>
Excess (deficiency) of revenues over expenditures	<u>(446,931)</u>	<u>(486,490)</u>	<u>(481,672)</u>	<u>4,818</u>
OTHER FINANCING SOURCES (USES):				
Proceeds from refunding bonds	-	5,213,810	5,213,810	-
Transfers in	446,931	446,931	446,931	-
Payment to refunded bond escrow agent	<u>-</u>	<u>(5,174,251)</u>	<u>(5,174,251)</u>	<u>-</u>
Total other financing sources (uses)	<u>446,931</u>	<u>486,490</u>	<u>486,490</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,818</u>	<u>\$ 4,818</u>

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STATISTICAL SECTION

STATISTICAL SECTION

This part of City of Aventura's comprehensive annual financial report presents detailed information as a context for understanding what information in the financial statements, note disclosures and required supplementary information says about the City's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Net assets by component	72
Changes in net assets	73-74
Governmental activities tax revenues by source	75
Fund balances of governmental funds	76
Changes in fund balances of governmental funds	77-78
General governmental tax revenues by source	79

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.

Assessed value and estimated actual assessed value of taxable property	80
Property tax rates - direct and overlapping governments	81-82
Principal property taxpayers	83
Property tax levies and collections	84

Debt Capacity:

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Ratios of outstanding debt by type	85
Ratios of general bonded debt outstanding	86
Direct and overlapping governmental activity debt	87
Legal debt margin information	88

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Demographic and economic statistics	89
Occupational employment by group - Miami-Dade County, Florida	90

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

Full-time equivalent city government employees by function	91
Operating indicators by function	92
Capital asset statistics by function	93

Sources: Unless otherwise indicated, information in these schedules is derived from the comprehensive annual financial reports for the respective years.

Table 1

CITY OF AVENTURA, FLORIDA
NET ASSETS BY COMPONENT
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
GOVERNMENTAL ACTIVITIES:										
Invested in capital assets, net of related debt	\$ 19,880,605	\$ 22,471,893	\$ 23,896,000	\$ 26,151,708	\$ 45,438,705	\$ 50,968,930	\$ 54,916,084	\$ 60,320,654	\$ 59,215,769	\$ 59,176,872
Restricted	5,214,557	1,872,770	2,944,000	3,047,457	2,942,261	1,226,693	1,592,461	895,481	1,694,288	2,240,013
Unrestricted	6,882,421	12,099,673	15,844,000	20,119,775	25,046,530	31,110,719	35,762,870	37,169,427	38,621,886	39,900,020
Total governmental activities, net assets	\$ 31,977,583	\$ 36,444,336	\$ 42,684,000	\$ 49,318,940	\$ 73,427,496	\$ 83,306,342	\$ 92,271,415	\$ 98,385,562	\$ 99,531,943	\$ 101,316,905
BUSINESS-TYPE ACTIVITIES:										
Invested in capital assets, net of related debt	\$ 5,350,003	\$ 5,350,598	\$ 6,161,008	\$ 6,417,218	\$ 7,502,883	\$ 7,431,770	\$ 7,580,426	\$ 7,616,360	\$ 7,424,095	\$ 7,126,772
Unrestricted	(221,770)	62,243	(278,512)	287,480	117,452	417,920	529,552	671,857	993,386	1,429,043
Total business-type activities, net assets	\$ 5,128,233	\$ 5,412,841	\$ 5,882,496	\$ 6,704,698	\$ 7,620,335	\$ 7,849,690	\$ 8,109,978	\$ 8,288,217	\$ 8,417,481	\$ 8,555,815
PRIMARY GOVERNMENT:										
Invested in capital assets, net of related debt	\$ 25,230,608	\$ 27,822,491	\$ 30,057,008	\$ 32,568,926	\$ 52,941,588	\$ 58,400,700	\$ 62,496,510	\$ 67,937,014	\$ 66,639,864	\$ 66,303,644
Restricted	5,214,557	1,872,770	2,944,000	3,047,457	2,942,261	1,226,693	1,592,461	895,481	1,694,288	2,240,013
Unrestricted	6,660,651	12,161,916	15,565,488	20,407,255	25,163,982	31,528,639	36,292,422	37,841,284	39,615,272	41,329,063
Total primary government, net assets	\$ 37,105,816	\$ 41,857,177	\$ 48,566,496	\$ 56,023,638	\$ 81,047,831	\$ 91,156,032	\$ 100,381,393	\$ 106,673,779	\$ 107,949,424	\$ 109,872,720

CITY OF AVENTURA, FLORIDA
CHANGES IN NET ASSETS
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

Table 2

	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
EXPENSES:										
Governmental activities:										
General government	\$ 3,901,371	\$ 4,378,320	\$ 5,234,533	\$ 8,614,169	\$ 6,221,118	\$ 6,776,605	\$ 6,792,783	\$ 4,574,365	\$ 4,917,160	\$ 4,977,304
Public safety	10,262,009	11,548,304	13,042,732	14,480,174	15,364,893	15,517,221	16,107,437	18,460,900	18,928,521	19,571,423
Community services	4,822,153	8,395,691	8,958,704	10,057,441	13,061,771	13,030,566	12,666,857	15,059,743	14,947,707	15,187,991
Interest and fiscal charges	1,785,364	1,830,330	1,777,122	1,804,438	1,720,827	1,674,297	1,641,919	1,574,525	1,396,059	1,187,024
Total governmental activities	20,770,897	26,152,645	29,013,091	34,956,222	36,368,609	36,998,689	37,208,996	39,669,533	40,189,447	40,923,742
Business-type activities:										
Stormwater utility	125,727	147,242	249,947	360,712	557,635	670,602	651,175	843,251	827,090	758,185
Total business-type activities	125,727	147,242	249,947	360,712	557,635	670,602	651,175	843,251	827,090	758,185
Total primary government expenses	\$ 20,896,624	\$ 26,299,887	\$ 29,263,038	\$ 35,316,934	\$ 36,926,244	\$ 37,669,291	\$ 37,860,171	\$ 40,512,784	\$ 41,016,537	\$ 41,681,927
PROGRAM REVENUES:										
Governmental activities:										
Charges for services:										
General government	\$ 2,629,963	\$ 1,057,776	\$ 539,332	\$ 91,522	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public safety	772,325	2,402,106	3,585,061	4,788,890	3,489,180	2,965,541	1,973,570	5,505,242	4,917,288	5,413,866
Community services	187,182	227,512	671,809	944,724	1,805,425	1,993,719	3,505,392	1,275,753	1,596,122	1,621,334
Operating grants and contributions	164,260	4,099,084	5,212,020	7,302,460	8,298,050	8,379,687	7,726,423	7,663,169	7,559,658	7,032,045
Capital grants and contributions	14,523	401,076	8,987	420,493	40,340	-	2,359,690	2,465,574	500,068	676,604
Total governmental activities	3,768,253	8,187,554	10,017,209	13,548,089	13,632,995	13,338,947	15,565,075	16,909,738	14,573,136	14,743,849
Business-type activities:										
Charges for services:										
Stormwater utility	820,926	826,199	820,554	815,454	889,178	882,429	801,532	842,867	843,930	892,395
Operating grants and contributions	650,000	-	-	415,000	580,759	-	107,364	175,303	108,862	-
Capital grants and contributions	-	-	-	-	-	-	-	-	-	-
Total business-type activities	1,470,926	826,199	820,554	1,230,454	1,469,937	882,429	908,896	1,018,170	952,792	892,395
Total primary government program revenues	\$ 5,239,179	\$ 9,013,753	\$ 10,837,763	\$ 14,778,543	\$ 15,102,932	\$ 14,221,376	\$ 16,473,971	\$ 17,927,908	\$ 15,525,928	\$ 15,636,244

CITY OF AVENTURA, FLORIDA
CHANGES IN NET ASSETS
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(continued)

Table 2

	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
NET EXPENSE/REVENUE:										
Governmental activities	\$ (17,002,644)	\$ (17,965,091)	\$ (18,995,882)	\$ (21,408,133)	\$ (22,735,614)	\$ (23,659,742)	\$ (21,643,921)	\$ (22,759,795)	\$ (25,616,311)	\$ (26,179,893)
Business-type activities	1,345,199	678,957	570,607	869,742	912,302	211,827	257,721	174,919	125,702	134,210
Total primary government, net expense	\$ (15,657,445)	\$ (17,286,134)	\$ (18,425,275)	\$ (20,538,391)	\$ (21,823,312)	\$ (23,447,915)	\$ (21,386,200)	\$ (22,584,876)	\$ (25,490,609)	\$ (26,045,683)
GENERAL REVENUES AND OTHER:										
Changes in net assets:										
Governmental activities:										
Taxes:										
Ad valorem taxes	\$ 9,075,096	\$ 10,143,246	\$ 11,842,689	\$ 14,089,388	\$ 17,127,913	\$ 15,942,020	\$ 15,189,005	\$ 13,253,848	\$ 11,734,232	\$ 11,724,189
Utility service taxes	5,397,011	5,460,119	5,719,554	6,015,016	6,269,809	6,741,903	7,451,872	7,362,899	7,379,830	7,772,000
Franchise fees	1,875,199	2,185,155	2,330,809	3,359,261	4,234,574	4,270,671	3,644,177	3,686,885	2,684,216	3,070,065
Intergovernmental revenue - unrestricted	2,861,600	3,203,912	3,427,647	3,003,546	4,041,947	4,799,706	3,577,758	3,838,972	4,182,305	4,917,107
Impact fees	56,609	754,954	959,264	-	-	-	15,581	101	189,440	22,426
Interest income	246,216	174,983	553,135	1,159,778	1,580,978	1,035,457	292,180	310,885	195,382	174,152
Miscellaneous revenues	104,436	107,193	298,875	365,705	92,987	748,831	438,421	420,352	397,287	284,916
Transfers	567,037	402,282	103,210	50,742	-	-	-	-	-	-
Total governmental activities	20,183,204	22,431,844	25,235,183	28,043,436	33,348,208	33,538,588	30,608,994	28,873,942	26,762,692	27,964,855
Business-type activities:										
Interest income	3,262	2,555	2,258	3,202	3,335	17,528	2,567	3,320	3,562	4,124
Transfers	(567,037)	(396,904)	(103,210)	(50,742)	-	-	-	-	-	-
Total business-type activities	(563,775)	(394,349)	(100,952)	(47,540)	3,335	17,528	2,567	3,320	3,562	4,124
Total primary government	\$ 19,619,429	\$ 22,037,495	\$ 25,134,231	\$ 27,995,896	\$ 33,351,543	\$ 33,556,116	\$ 30,611,561	\$ 28,877,262	\$ 26,766,254	\$ 27,968,979
CHANGE IN NET ASSETS:										
Governmental activities	\$ 3,180,560	\$ 4,466,753	\$ 6,239,301	\$ 6,635,303	\$ 10,612,594	\$ 9,878,846	\$ 8,965,073	\$ 6,114,147	\$ 1,146,381	\$ 1,784,962
Business-type activities	781,424	284,608	469,655	822,202	915,637	229,355	260,288	178,239	129,264	138,334
Total primary government	\$ 3,961,984	\$ 4,751,361	\$ 6,708,956	\$ 7,457,505	\$ 11,528,231	\$ 10,108,201	\$ 9,225,361	\$ 6,292,386	\$ 1,275,645	\$ 1,923,296

CITY OF AVENTURA, FLORIDA
GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

Table 3

<u>Fiscal Year</u>	<u>Tax Roll Year</u>	<u>Ad Valorem Taxes</u>	<u>Utility Taxes</u>	<u>Franchise Fees</u>	<u>Total</u>
2003	2002	\$ 9,075,096	\$ 5,397,011	\$ 1,875,199	\$ 16,347,306
2004	2003	10,143,246	5,460,119	2,185,155	17,788,520
2005	2004	11,842,689	5,719,554	2,330,809	19,893,052
2006	2005	14,089,388	6,015,016	3,359,261	23,463,665
2007	2006	17,127,913	6,269,809	4,234,574	27,632,296
2008	2007	15,942,020	6,741,903	4,270,671	26,954,594
2009	2008	15,189,005	7,451,872	3,644,177	26,285,054
2010	2009	13,253,848	7,362,899	3,686,885	24,303,632
2011	2010	11,734,232	7,379,830	2,684,216	21,798,278
2012	2011	11,724,189	7,772,000	3,070,065	22,566,254

Table 4

CITY OF AVENTURA, FLORIDA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
General Fund:										
Reserved	\$ 1,111,025	\$ 4,560,475	\$ 1,358,556	\$ 3,799,001	\$ 1,523,001	\$ 439,385	\$ 215,174	\$ 139,823	\$ -	\$ -
Unreserved	10,488,460	8,089,508	9,975,843	12,635,078	21,765,557	29,087,603	34,184,317	36,344,556	-	-
Nonspendable	-	-	-	-	-	-	-	-	37,204	33,045
Committed	-	-	-	-	-	-	-	-	20,193,488	19,773,488
Assigned	-	-	-	-	-	-	-	-	2,119,548	5,747,436
Unassigned	-	-	-	-	-	-	-	-	15,868,958	14,084,222
Total General Fund	\$ 11,599,485	\$ 12,649,983	\$ 11,334,399	\$ 16,434,079	\$ 23,288,558	\$ 29,526,988	\$ 34,399,491	\$ 36,484,379	\$ 38,219,198	\$ 39,638,191
All other governmental funds:										
Reserved	\$ 18,485	\$ 34,811	\$ 44,124	\$ 1,206,173	\$ 186,560	\$ 170,219	\$ 1,067,451	\$ 253,040	\$ -	\$ -
Unreserved, reported in:										
Special Revenue Funds	1,116,361	2,267,113	3,245,826	2,746,804	3,950,116	3,676,879	2,439,375	2,308,838	-	-
Debt Service Funds	-	-	(3,441)	(4,525)	133,053	136,790	137,175	280,321	-	-
Capital Projects Funds	4,079,711	4,089,706	4,310,386	3,963,362	1,823,597	99,664	811,979	-	-	-
Nonspendable	-	-	-	-	-	-	-	-	30,575	30,759
Restricted	-	-	-	-	-	-	-	-	1,694,288	2,240,013
Assigned	-	-	-	-	-	-	-	-	2,352,114	2,196,478
Total all other governmental funds	\$ 5,214,557	\$ 6,391,630	\$ 7,596,895	\$ 7,911,814	\$ 6,093,326	\$ 4,083,552	\$ 4,455,980	\$ 2,842,199	\$ 4,076,977	\$ 4,467,250

(1) Information for fiscal years 2002 to 2010 have not been restated for Governmental Accounting Standards Board (GASB) Statement No. 54 classifications.

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CITY OF AVENTURA, FLORIDA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year			
	2003	2004	2005	2006
REVENUES:				
Ad valorem taxes	\$ 9,075,096	\$ 10,143,246	\$ 11,842,689	\$ 14,089,388
Utility service taxes	5,397,011	5,460,119	5,719,554	6,015,016
Franchise fees	1,875,199	2,185,155	2,330,809	3,359,261
Intergovernmental	2,965,158	7,663,308	7,263,468	10,905,885
Licenses and permits	2,185,654	2,146,913	3,335,034	3,277,960
Charges for services	965,067	1,099,321	1,598,230	1,904,741
Fines and forfeitures	399,899	351,698	472,465	601,339
Impact fees	56,609	754,954	959,264	398,436
Interest income	246,216	174,983	553,135	1,159,778
Developer contributions	30,000	85,842	-	-
Miscellaneous	74,436	134,768	298,875	610,584
Total revenues	<u>23,270,345</u>	<u>30,200,307</u>	<u>34,373,523</u>	<u>42,322,388</u>
EXPENDITURES:				
Current:				
General government	2,163,885	2,371,236	2,580,989	2,668,284
Public safety	9,438,156	10,594,453	12,256,346	13,781,535
Community services	4,226,979	7,495,145	7,997,769	9,019,229
Nondepartmental	1,040,052	1,292,580	1,623,794	2,978,900
Capital outlay	12,153,846	3,905,875	7,416,346	5,800,374
Debt service:				
Principal	595,000	900,000	930,000	965,000
Advance refunding escrow	-	-	-	-
Interest	1,746,446	1,786,797	1,753,446	1,719,392
Trustee fees and other	73,760	28,932	28,363	25,817
Total expenditures	<u>31,438,124</u>	<u>28,375,018</u>	<u>34,587,053</u>	<u>36,958,531</u>
Excess (deficiency of revenues over expenditures)	<u>(8,167,779)</u>	<u>1,825,289</u>	<u>(213,530)</u>	<u>5,363,857</u>
OTHER FINANCING SOURCES (USES):				
Issuance of debt	-	-	-	-
Transfers in	2,379,299	3,687,963	2,821,795	2,740,850
Transfers out	(1,812,262)	(3,285,681)	(2,718,585)	(2,690,108)
Payment to refunded bond escrow agent	-	-	-	-
Total other financing sources (uses)	<u>567,037</u>	<u>402,282</u>	<u>103,210</u>	<u>50,742</u>
Net change in fund balances	<u>\$ (7,600,742)</u>	<u>\$ 2,227,571</u>	<u>\$ (110,320)</u>	<u>\$ 5,414,599</u>
Debt service as a percentage of noncapital expenditures	12.14%	10.98%	9.88%	8.62%

Table 5

	2007	2008	2009	2010	2011	2012
\$	17,127,913	\$ 15,942,020	\$ 15,189,005	\$ 13,253,848	\$ 11,734,232	\$ 11,724,189
	6,269,809	6,741,903	7,451,872	7,448,097	7,465,029	7,486,791
	4,234,574	4,270,671	3,644,177	3,686,885	2,684,216	3,070,065
	11,586,872	11,762,763	13,273,593	12,970,784	11,764,642	11,738,610
	3,229,778	2,808,112	1,892,862	2,025,310	2,374,902	2,522,665
	2,194,596	2,313,107	2,078,224	2,322,794	2,814,652	2,891,647
	577,148	652,747	2,275,882	3,107,179	2,096,677	2,459,276
	40,340	-	15,581	101	189,440	22,426
	1,580,978	1,035,457	292,180	310,885	195,382	174,152
	-	-	-	-	-	-
	234,544	748,831	438,421	428,907	414,678	303,795
	<u>47,076,552</u>	<u>46,275,611</u>	<u>46,551,797</u>	<u>45,554,790</u>	<u>41,733,850</u>	<u>42,393,616</u>
	4,884,708	4,561,020	4,639,737	4,360,999	4,274,015	4,266,981
	14,360,873	14,727,849	15,625,029	16,965,808	17,636,378	18,413,325
	10,817,310	10,798,272	11,057,179	11,950,071	12,083,949	12,305,720
	-	-	-	-	-	-
	9,265,681	9,256,902	7,278,743	8,576,499	2,596,599	3,050,256
	1,005,000	1,035,000	1,080,000	1,130,000	635,000	960,000
	-	-	-	520,000	336,928	597,856
	1,682,298	1,642,606	1,607,984	1,553,980	1,212,882	987,303
	24,691	25,306	18,194	89,766	49,496	77,909
	<u>42,040,561</u>	<u>42,046,955</u>	<u>41,306,866</u>	<u>45,147,123</u>	<u>38,825,247</u>	<u>40,659,350</u>
	<u>5,035,991</u>	<u>4,228,656</u>	<u>5,244,931</u>	<u>407,667</u>	<u>2,908,603</u>	<u>1,734,266</u>
	-	-	-	10,385,000	5,565,000	9,885,000
	2,898,498	2,907,111	5,254,251	4,526,447	2,316,510	2,747,803
	(2,898,498)	(2,907,111)	(5,254,251)	(4,526,447)	(2,316,510)	(2,747,803)
	-	-	-	(10,321,560)	(5,504,006)	(9,810,000)
	-	-	-	63,440	60,994	75,000
\$	<u>5,035,991</u>	<u>4,228,656</u>	<u>5,244,931</u>	<u>471,107</u>	<u>2,969,597</u>	<u>1,809,266</u>
	8.20%	8.17%	7.90%	7.15%	5.07%	5.11%

Table 6

CITY OF AVENTURA, FLORIDA
GENERAL GOVERNMENTAL TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Taxes	Inter-Governmental	Licenses and Permits	Charges for Services	Fines and Forfeitures	Interest Income	Other	Total
2003	\$ 16,347,306	\$ 2,965,158	\$ 2,185,654	\$ 965,067	\$ 399,899	\$ 246,216	\$ 161,045	\$ 23,270,345
2004	17,788,520	7,663,308	2,146,913	1,099,321	351,698	174,983	975,564	30,200,307
2005	19,893,052	7,263,468	3,335,034	1,598,230	472,465	553,135	1,258,139	34,373,523
2006	23,463,665	10,905,885	3,277,960	1,904,741	601,339	1,159,778	1,009,020	42,322,388
2007	27,632,296	11,586,872	3,229,778	2,194,596	577,148	1,580,978	274,884	47,076,552
2008	26,954,594	11,762,763	2,808,112	2,313,107	652,747	1,035,457	748,831	46,275,611
2009	26,285,054	13,273,593	1,892,862	2,078,224	2,275,882	292,180	454,002	46,551,797
2010	24,388,830	12,970,784	2,025,310	2,322,794	3,107,179	310,885	429,008	45,554,790
2011	21,883,477	11,764,642	2,374,902	2,814,652	2,096,677	195,382	604,118	41,733,850
2012	22,281,045	11,738,610	2,522,665	2,891,647	2,459,276	174,152	326,221	42,393,616

Table 7

CITY OF AVENTURA, FLORIDA
ASSESSED VALUE AND ESTIMATED ACTUAL ASSESSED VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS

Fiscal Year	Tax Roll Year	Real Property	Personal Property	Less: Tax Exempt Real Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value (1)	Assessed Value as a Percentage of Actual Value
2003	2002	\$ 4,007,501,399	\$ 160,384,595	\$	\$ 4,167,885,994	2.2270	\$	N/A
2004	2003	4,569,228,195	161,725,854	N/A	4,730,954,049	2.2270	N/A	N/A
2005	2004	5,378,718,735	178,342,801	N/A	5,557,061,536	2.2270	N/A	N/A
2006	2005	6,780,880,599	187,347,215	(351,806,315)	6,616,421,499	2.2270	7,576,931,843	87.323%
2007	2006	8,331,742,670	201,721,611	(372,540,477)	8,160,923,804	2.2270	9,597,268,019	85.034%
2008	2007	9,774,193,983	227,245,274	(391,557,538)	9,609,881,719	1.7261	11,419,378,837	84.154%
2009	2008	9,860,466,135	209,118,365	(629,776,968)	9,439,807,532	1.7261	10,972,855,584	86.029%
2010	2009	8,433,846,719	221,526,640	(591,538,406)	8,063,834,953	1.7261	9,042,917,094	89.173%
2011	2010	7,607,087,842	216,861,227	(579,342,462)	7,244,606,607	1.7261	8,039,916,683	90.108%
2012	2011	7,599,224,177	212,774,157	(521,364,015)	7,290,634,319	1.7261	8,158,847,193	89.359%

Note: (1) Florida Law requires that all property be assessed at current fair market value.

**CITY OF AVENTURA, FLORIDA
PROPERTY TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
(PER \$ 1,000 OF TAXABLE VALUE)
LAST TEN FISCAL YEARS**

Fiscal Year	Tax Roll Year	City of Aventura			School District			Overlapping Rates			
		Operating Millage	Debt Service Millage	Total City Millage	Operating Millage	Debt Service Millage	Total School Millage	Everglades Project	South Florida Water Management District	Florida Inland Navigational District	Total State Millage
2003	2002	2.2270	-	2.2270	8.4820	0.7700	9.2520	0.1000	0.5970	0.0385	0.7355
2004	2003	2.2270	-	2.2270	8.4180	0.6820	9.1000	0.1000	0.5970	0.0385	0.7355
2005	2004	2.2270	-	2.2270	8.0900	0.5970	8.6870	0.1000	0.5970	0.0385	0.7355
2006	2005	2.2270	-	2.2270	7.9470	0.4910	8.4380	0.1000	0.5970	0.0385	0.7355
2007	2006	2.2270	-	2.2270	7.6910	0.4140	8.1050	0.1000	0.5970	0.0385	0.7355
2008	2007	1.7261	-	1.7261	7.5700	0.3780	7.9480	0.0894	0.5346	0.0345	0.6585
2009	2008	1.7261	-	1.7261	7.5330	0.2640	7.7970	0.0894	0.5346	0.0345	0.6585
2010	2009	1.7261	-	1.7261	7.6980	0.2970	7.9950	0.0894	0.5346	0.0345	0.6585
2011	2010	1.7261	-	1.7261	7.8640	0.3850	8.2490	0.0894	0.5346	0.0345	0.6585
2012	2011	1.7261	-	1.7261	7.7650	0.2400	8.0050	0.0624	0.3739	0.0345	0.4708

Source: Miami-Dade County Appraiser's Office.

Table 8

Overlapping Rates								
Miami-Dade County			Special Districts				Total District's Millage	Total Direct and Overlapping Rates
Operating Millage	Debt Service Millage	Total County Millage	Children's Trust	Fire and Rescue	Fire Debt	Library		
5.8890	0.3900	6.2790	-	2.5820	0.0790	0.4860	3.1470	21.6405
5.9690	0.2850	6.2540	0.5000	2.5820	0.0790	0.4860	3.6470	21.9635
5.9350	0.2850	6.2200	0.4442	2.5920	0.0690	0.4860	3.5912	21.4607
5.8350	0.2850	6.1200	0.4288	2.6090	0.0520	0.4860	3.5758	21.0963
5.6150	0.2850	5.9000	0.4223	2.6090	0.0420	0.4860	3.5593	20.5268
4.5796	0.2850	4.8646	0.4223	2.2067	0.0420	0.3842	3.0552	18.2524
4.8379	0.2850	5.1229	0.4212	2.1851	0.0420	0.3822	3.0305	18.3350
4.8379	0.2850	5.1229	0.5000	2.1851	0.0420	0.3822	3.1093	18.6118
5.4275	0.4450	5.8725	0.5000	2.5753	0.0200	0.2840	3.3793	19.8854
4.8050	0.2850	5.0900	0.5000	2.4496	0.0131	0.1795	3.1422	18.4341

CITY OF AVENTURA, FLORIDA
PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO

Table 9

Taxpayer	Type of Use	Fiscal Year									
		2012					2003				
		Taxable Assessed Value	Rank	Percentage Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage Taxable Assessed Value	
Aventura Mall Ventures	Shopping Center	\$ 398,448,027	1	5.47%	\$ 278,300,000	1	6.68%				
Miami Beach Health Care Group, LTD	Hospital & Health Care Facility	158,497,479	2	2.17%	-	-	-				
CC-Aventura, Inc.	Independent/Assisted Living Facility	91,532,393	3	1.26%	-	-	-				
Turnberry Isle Resort, LP	Golf Course, Hotel & Marina	63,471,538	4	0.87%	72,949,000	2	1.75%				
D. Soffer and B. Redich TRS	Commercial Developer	49,913,393	5	0.68%	35,245,000	7	0.85%				
Summit Properties Partnership, LP	Rental Apartment Complex	47,000,000	6	0.64%	37,314,000	6	0.90%				
Florida Power & Light Co.	Electrical Utility Company	41,398,827	7	0.57%	-	-	-				
Bruce Strohm and D. Neithercut TRS	Rental Apartment Complex	40,000,000	8	0.55%	-	-	-				
NNN Aventura Harbour Centre, LLC	Mixed Use Zones & Offices	38,100,000	9	0.52%	-	-	-				
Lincoln Aventura LLC	Rental Apartment Complex	34,800,000	10	0.48%	-	-	-				
The Bay Club of Aventura	Rental Apartment Complex	-	-	-	63,000,000	3	1.51%				
The Prudential Insurance Co.	Shopping Center	-	-	-	48,667,000	4	1.17%				
Aventura Development, LLC	Rental Apartment Complex	-	-	-	48,458,000	5	1.16%				
Miami Beach Healthcare Group, Ltd.	Hospital/Medical Center	-	-	-	32,068,000	8	0.77%				
Champion Retail, Ltd. & D. Soffer & B. Redich Trust	Developer	-	-	-	28,044,000	9	0.67%				
Promventure Limited Partnership	Shopping Center	-	-	-	23,000,000	10	0.55%				
Totals		\$ 963,161,657		13.21%	\$ 667,045,000		16.00%				

Source: Tax Roll of Miami-Dade County, Florida.

Table 10

CITY OF AVENTURA, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
(\$ in 000'S)

Fiscal Year	Tax Roll Year	Property Tax Levy	(1)		Net Tax Levy	Current Tax Collection	Percentage of Current Tax		Delinquent Tax Collection (2)	Total Tax Collection	Percentage of Total Tax Collection to Property Tax Levy
			Property Tax Discount	Property Tax Levy			Collections to Net Tax Levy	Delinquent Tax Collection			
2003	2002	\$ 9,281,882	\$ 371,275	\$ 8,910,607	\$ 9,013,384	101.15%	\$ 61,712	\$ 9,075,096	97.77%		
2004	2003	10,535,835	421,433	10,114,402	10,054,175	99.40%	89,071	10,143,246	96.27%		
2005	2004	12,375,576	495,023	11,880,553	11,804,181	99.36%	38,508	11,842,689	95.69%		
2006	2005	14,734,771	589,391	14,145,380	14,023,963	99.14%	65,425	14,089,388	95.62%		
2007	2006	18,174,377	726,975	17,447,402	16,997,222	97.42%	130,691	17,127,913	94.24%		
2008	2007	16,587,617	663,505	15,924,112	15,719,769	98.72%	222,251	15,942,020	96.11%		
2009	2008	16,294,052	651,762	15,642,290	15,062,722	96.29%	126,283	15,189,005	93.22%		
2010	2009	13,918,986	556,759	13,362,227	12,585,864	94.19%	667,984	13,253,848	95.22%		
2011	2010	12,504,915	500,197	12,004,718	11,460,434	95.47%	273,798	11,734,232	93.84%		
2012	2011	12,584,364	503,375	12,080,989	11,612,015	96.12%	112,174	11,724,189	93.16%		

Source: Miami-Dade County, Florida, Tax Collector.

Notes: (1) Florida Law allows up to a 4% discount for timely payment of property taxes.

(2) Includes corrections and penalties.

CITY OF AVENTURA, FLORIDA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

Table 11

Fiscal Year	Governmental Activities			Business-Type	Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
	General Obligation Bonds	Revenue Bonds	Line of Credit	Outstanding Bonds			
2003	\$ -	\$ 38,055,000	\$ -	\$ -	\$ 38,055,000	4.87%	\$ 1,396.98
2004	-	37,155,000	-	-	37,155,000	4.32%	1,317.23
2005	-	36,225,000	-	-	36,225,000	3.92%	1,271.05
2006	-	35,260,000	-	-	35,260,000	3.38%	1,197.24
2007	-	34,255,000	-	-	34,255,000	3.09%	1,127.44
2008	-	33,220,000	-	-	33,220,000	2.87%	1,070.09
2009	-	32,140,000	-	-	32,140,000	2.90%	1,032.58
2010	-	30,815,000	-	-	30,815,000	2.71%	988.26
2011	-	30,045,000	-	-	30,045,000	*	841.05
2012	-	28,805,000	-	-	28,805,000	*	773.52

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

* Information not available.

CITY OF AVENTURA, FLORIDA
RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

Table 12

Fiscal Year	Gross Bonded Debt	Less: Amounts Available in Debt Service Funds	Net Bonded Debt	Assessed Value of Taxable Property	Ratio of Net Bonded Debt to Assessed Value	Net Bonded Debt Per Capita (1)
2003	\$ 38,055,000	\$ 529,000	\$ 37,526,000	\$ 4,167,885,994	0.90%	\$ 1,377.56
2004	37,155,000	31,000	37,124,000	4,730,954,049	0.78%	1,316.13
2005	36,225,000	42,000	36,183,000	5,557,061,536	0.65%	1,269.58
2006	35,260,000	24,278	35,235,722	6,616,421,499	0.53%	1,196.42
2007	34,255,000	133,053	34,121,947	8,160,923,804	0.42%	1,123.06
2008	33,220,000	136,790	33,083,210	9,609,881,719	0.34%	1,065.69
2009	32,140,000	137,175	32,002,825	9,439,807,532	0.34%	1,028.17
2010	30,815,000	280,321	30,534,679	8,063,834,953	0.38%	979.27
2011	30,045,000	231,562	29,813,438	7,244,606,607	0.41%	834.57
2012	28,805,000	274,594	28,530,406	7,290,634,319	0.39%	766.14

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Demographic and Economic Statistics for population data.

CITY OF AVENTURA, FLORIDA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITY DEBT
September 30, 2012

Table 13

<u>Jurisdiction</u>	<u>Debt Outstanding</u>	<u>Estimated Percentage Applicable to City of Aventura (1)</u>	<u>Estimated Share of Overlapping Debt</u>
Overlapping debt:			
Miami-Dade Board of County Commissioners (2)	\$ 3,626,520,000	3.908%	\$ 141,724,402
Miami-Dade County School Board (2)	<u>3,278,381,000</u>	3.908%	<u>128,119,129</u>
Subtotal overlapping debt	<u>6,904,901,000</u>		<u>269,843,531</u>
Direct debt:			
City of Aventura	<u>28,805,000</u>	100.000%	<u>28,805,000</u>
Subtotal direct debt	<u>28,805,000</u>		<u>28,805,000</u>
Total direct and overlapping debt	<u>\$ 6,933,706,000</u>		<u>\$ 298,648,531</u>

- Notes: (1) Based on ratio of assessed taxable values obtained from the Miami-Dade County, Florida Tax Collector.
(2) Source: Miami-Dade County Public Schools, Finance Department.

**CITY OF AVENTURA, FLORIDA
LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS**

	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Debt limit	\$ 416,788,600	\$ 473,095,400	\$ 555,706,154	\$ 661,642,150	\$ 816,092,380	\$ 960,988,172	\$ 943,980,753	\$ 806,383,495	\$ 724,460,661	\$ 729,063,432
Total net debt applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	\$ <u>416,788,600</u>	\$ <u>473,095,400</u>	\$ <u>555,706,154</u>	\$ <u>661,642,150</u>	\$ <u>816,092,380</u>	\$ <u>960,988,172</u>	\$ <u>943,980,753</u>	\$ <u>806,383,495</u>	\$ <u>724,460,661</u>	\$ <u>729,063,432</u>
Total net debt applicable to the limit as a percentage of debt limit	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Legal Debt Margin Calculation for Fiscal Year 2012										
Assessed valuation of taxable real and personal property										\$ 7,290,634,319
Bonded debt limit - 10% above (1)										\$ 729,063,432
Amount of debt applicable to debt limit:										\$ 28,805,000
Total bonded debt										\$ 28,805,000
Less: debt to be repaid from specified revenue sources:										(28,805,000)
Covenant to budget and appropriate										<u>(28,805,000)</u>
Total net debt applicable to limit										-
Legal Debt Margin (1)										\$ <u>729,063,432</u>

Note: (1) The City Charter allows revenue bonds to be issued when authorized by the City Commission as long as five (5) of the seven (7) Commission members approve the debt. Ad Valorem (general obligation bonds) must be approved by referendum of the electorate. The Charter provides no limit on the amount of the general obligation debt; however, the adopted Capital Improvement Program provides that general obligation bonds shall not exceed 10% of the City's total assessed value.

**CITY OF AVENTURA, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS**

Table 15

Fiscal Year	Population (1)	Personal Income (Amounts Expressed in Thousands)	Per Capita Personal Income (2)	Unemployment Rate (3)
2003	27,241	\$ 781,299	\$ 28,681	3.6%
2004	28,207	860,003	30,489	3.3%
2005	28,500	924,227	32,429	3.7%
2006	29,451	1,042,830	35,409	3.4%
2007	30,383	1,108,736	36,492	3.5%
2008	31,044	1,159,369	37,346	4.4%
2009	31,126	1,108,739	35,621	8.5%
2010	31,181	1,138,730	36,520	9.3%
2011	35,723	*	*	8.8%
2012	37,239	*	*	6.9%

Data sources:

- (1) Years are as of April 1 of each year per the University of Florida Bureau of Economics & Business Research.
- (2) Represents income per capita for Miami-Dade County as provided by the U.S. Department of Commerce, Bureau of Economic Analysis.
- (3) Florida Department of Labor, Bureau of Labor Market Information.

* Information not available.

CITY OF AVENTURA, FLORIDA
OCCUPATIONAL EMPLOYMENT BY GROUP - MIAMI-DADE COUNTY, FLORIDA
CURRENT YEAR AND NINE YEARS AGO

Table 16

Occupational Groups	Fiscal Year					
	2012			2003		
	Employees	Rank	Percentage of Total Employment	Employees	Rank	Percentage of Total Employment
Office and administrative support	198,840	1	20.34%	N/A	N/A	N/A
Sales and related	134,200	2	13.73%	N/A	N/A	N/A
Food preparation and service related	84,980	3	8.69%	N/A	N/A	N/A
Transportation and material moving	67,720	4	6.93%	N/A	N/A	N/A
Healthcare practitioners and technical	59,200	5	6.05%	N/A	N/A	N/A
Education, training and library	51,840	6	5.30%	N/A	N/A	N/A
Business and financial operations	50,680	7	5.18%	N/A	N/A	N/A
Protective service	37,620	8	3.85%	N/A	N/A	N/A
Installation, maintenance and repair	36,470	9	3.73%	N/A	N/A	N/A
Production	34,110	10	3.49%	N/A	N/A	N/A
Building and grounds cleaning and maintenance	33,720	11	3.45%	N/A	N/A	N/A
Management	32,110	12	3.28%	N/A	N/A	N/A
Personal care and service	29,650	13	3.03%	N/A	N/A	N/A
Healthcare support	26,370	14	2.70%	N/A	N/A	N/A
Construction and extraction	23,600	15	2.41%	N/A	N/A	N/A
Computer and mathematical science	17,180	16	1.76%	N/A	N/A	N/A
Legal	15,110	17	1.55%	N/A	N/A	N/A
Arts, design, entertainment, sports and media	14,740	18	1.51%	N/A	N/A	N/A
Community and social services	11,830	19	1.21%	N/A	N/A	N/A
Architecture and engineering	10,010	20	1.02%	N/A	N/A	N/A
Life, physical and social sciences	4,000	21	0.41%	N/A	N/A	N/A
Farming, fishing and forestry	3,730	22	0.38%	N/A	N/A	N/A
Total	977,710		100.00%	N/A		N/A

Source: Represents Metropolitan and Nonmetropolitan Area Occupational Employment for the entire Miami-Miami Beach-Kendall, Florida Metropolitan Division as provided by the U.S. Department of Labor, Bureau of Labor Statistics as of May 2011. Estimates do not include self-employed workers.

N/A: Information not available.

Table 17

CITY OF AVENTURA, FLORIDA
FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

FUNCTION:	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
General government	24	26	25	26	23	23	19	20	19	19
Public safety:										
Sworn	74	74	77	74	80	80	80	83	83	83
Civilians	34	34	33	37	34	35	37	37	37	38
Community services	16	16	16	17	15	16	16	16	15	14
Community development	12	11	11	10	10	9	9	8	8	8
	<u>160</u>	<u>161</u>	<u>162</u>	<u>164</u>	<u>162</u>	<u>163</u>	<u>161</u>	<u>164</u>	<u>162</u>	<u>162</u>

Source: Various City departments.

Table 18

CITY OF AVENTURA, FLORIDA
OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS

FUNCTION:	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Public safety:										
Part 1 Crimes reported*	2,636	1,851	1,646	1,797	2,045	2,363	2,302	2,193	2,400	2,298
Arrests	2,463	2,106	2,090	1,733	1,966	2,215	2,387	2,203	2,137	2,258
Traffic citations and warnings	9,714	12,820	13,942	14,431	16,848	16,987	20,026	20,814	19,114	18,707
Parking citations issued	1,452	1,619	2,328	4,816	4,750	4,049	3,639	3,375	2,886	2,120
Calls for service	23,142	23,104	26,891	33,905	34,987	33,281	32,616	31,169	30,470	29,276
Accidents	1,614	1,903	1,939	1,816	2,222	2,087	1,961	1,878	1,437	1,102
Community development:										
Building permits issued	17,365	2,475	3,528	5,242	6,161	4,112	3,377	4,130	4,465	4,615
Building inspections conducted	12,771	7,779	9,112	10,292	13,891	9,365	6,015	6,963	7,903	7,963
Code notice of violations issued	283	312	152	170	199	118	122	134	153	135
Occupational licenses issued	2,523	3,107	3,035	2,966	2,978	2,875	2,817	2,884	2,776	2,580
Community services:										
Recreation center memberships	N/A	N/A	N/A	N/A	N/A	1,149	1,112	1,238	1,242	1,101
Special event attendance	16,100	33,500	34,728	36,365	38,714	22,242	23,068	24,017	24,849	24,957
Shuttle bus ridership	82,600	95,000	118,629	146,506	166,255	189,996	209,257	241,273	260,325	271,645
Charter school enrollment	600	600	700	800	800	900	900	932	972	984

Source: Various City departments.

* Part 1 crimes include homicide, sex offenses, robbery, aggravated assault, burglary, larceny, arson and auto theft.

N/A: Information not available.

Table 19

CITY OF AVENTURA, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

FUNCTION:	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Zone offices	2	1	-	-	-	-	-	-	-	-
Fire stations (1)	2	2	2	2	2	2	2	2	2	2
Parks and recreation:										
Parks	3	4	4	4	5	5	5	5	5	5
Park acreage	21.00	21.00	23.50	23.50	30.50	30.50	30.50	30.50	30.50	30.50
Baseball/softball diamonds	1	1	1	1	1	2	2	2	2	2
Soccer/football fields	3	3	3	3	3	3	3	3	3	3
Tennis courts	2	2	2	2	2	2	2	2	2	2
Community recreation centers	1	1	1	1	1	1	1	1	1	1
Libraries (1)	1	1	1	1	1	1	1	1	1	1
Public works:										
Street lights	N/A	N/A	N/A	639	654	712	712	712	712	712
Miles of roads	13.00	13.00	13.00	13.00	13.25	13.80	13.80	13.80	13.80	13.80
Charter schools (K-8)	1	1	1	1	1	1	1	1	1	1
Transit routes/minibuses (2)	4	4	4	5	5	5	5	5	5	5

Notes: (1) Owned and operated by Miami-Dade County, Florida.
(2) Operated under contractual agreement.

N/A: Information not available.

COMPLIANCE SECTION



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor
Members of the City Commission and City Manager
City of Aventura, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Aventura, Florida (the "City"), as of and for the year ended September 30, 2012, which collectively comprise the City's basic financial statements and have issued our report thereon dated February 19, 2013. Our report includes a reference to other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Other auditors audited the financial statements of the City of Aventura Police Officers' Retirement Plan Pension Trust Fund, as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control over Financial Reporting

Management of the City of Aventura, Florida is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the City's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

City of Aventura, Florida

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of City management, members of the City Commission, Federal and state awarding agencies, and the Auditor General of the State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Keefe, McCullough & Co., LLP

KEEFE, McCULLOUGH & CO., LLP

Fort Lauderdale, Florida
February 19, 2013



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH
REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT
ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

To the Honorable Mayor
Members of the City Commission and City Manager
City of Aventura, Florida

Compliance

We have audited the compliance of the City of Aventura, Florida (the "City") with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on the City's major Federal program for the year ended September 30, 2012. The City's major Federal program is identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned Costs. Compliance with the requirements of laws, regulations, contracts and grant agreements applicable to its major Federal program is the responsibility of the City's management. Our responsibility is to express an opinion on the City's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the City's compliance with those requirements.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major Federal program for the year ended September 30, 2012.

Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts and grants applicable to Federal programs. In planning and performing our audit, we considered the City's internal control over compliance with the requirements that could have a direct and material effect on a major Federal program in order to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

City of Aventura, Florida

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. A *material weakness* in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies or material weaknesses in internal control over compliance. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of City management, members of the City Commission, Federal and state awarding agencies, and is not intended and should not be used by anyone other than these specified parties.

Keefe, McCullough & Co., LLP

KEEFE, McCULLOUGH & CO., LLP

Fort Lauderdale, Florida
February 19, 2013



INDEPENDENT AUDITORS' REPORT TO CITY MANAGEMENT

To the Honorable Mayor
Members of the City Commission and City Manager
City of Aventura, Florida

We have audited the basic financial statements of City of Aventura, Florida (the "City"), as of and for the year ended September 30, 2012, and have issued our report thereon dated February 19, 2013.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance With *Government Auditing Standards*, Independent Auditors' Report on Compliance With Requirements That Could Have a Direct and Material Effect on Each Major Federal Program and on Internal Control over Compliance in Accordance with OMB Circular A-133, and Schedule of Findings and Questioned Costs. Disclosures in those reports and schedule, which is dated February 19, 2013, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditors' reports.

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no recommendations made in the preceding annual financial report.

Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the City complied with Section 218.415, Florida Statutes.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings.

City of Aventura, Florida

Section 10.554(1)(i)5., Rules of the Auditor General, provides that the auditor may, based on professional judgment, report the following matters that have an inconsequential effect on financial statements, considering both quantitative and qualitative factors: (1) violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse and (2) deficiencies in internal control that are not significant deficiencies. In connection with our audit, we did not have any such findings.

Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information is disclosed in Note 1 to the financial statements.

Section 10.554(1)(i)7.a., Rules of the Auditor General, requires a statement be included as to whether or not the local governmental entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Section 10.554(1)(i)7.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the City for the fiscal year ended September 30, 2012, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2012. In connection with our audit, we determined that these two reports were in agreement.

Pursuant to Sections 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Keefe, McCullough & Co., LLP

KEEFE, McCULLOUGH & CO., LLP

Fort Lauderdale, Florida
February 19, 2013

CITY OF AVENTURA, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2012

Federal Agency/ Pass-through Entity/ Federal Program	CFDA Number	Contract/Grant Number	Expenditures	Transfers to Sub recipients
FEDERAL AGENCY NAME:				
Direct Programs:				
United States Department of Justice - Equitable Sharing Program - Bulletproof Vest Partnership Program -	* 16.922 16.607	FL0139100 ---	\$ 364,114 11,947	\$ - -
Indirect Programs:				
United States Department of Transportation - Passed through the Florida Department of Transportation: ARRA - Highway Planning and Construction	20.205	428931-1 / AQ284	247,257	-
United States Department of Agriculture - Passed through the Florida Department of Education: National School Lunch Program	10.555	---	65,115	-
United States Department of Education - Passed through the Florida Department of Education: ARRA - Race to the Top	84.395	130-RL111-1C301	30,588	-
United States Department of Justice - Passed through the Florida Department of Law Enforcement: Edward Byrne Memorial Justice Assistance Grant -	16.738	---	3,785	-
Total expenditures of Federal awards			\$ 722,806	\$ -

* Denotes a major program.

CITY OF AVENTURA, FLORIDA
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
September 30, 2012

NOTE 1 – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards includes the grant activity of the City and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the basic financial statements.

NOTE 2 – CONTINGENCY

The grant revenue amounts received are subject to audit and adjustment. If any expenditures or expenses are disallowed by the grantor agencies as a result of such an audit, any claim for reimbursement to the grantor agencies would become a liability of the City of Aventura, Florida. In the opinion of management, all grant expenditures are in compliance with the terms of the grant agreements and applicable federal and state laws and regulations.

NOTE 3 – CATALOG OF FEDERAL DOMESTIC ASSISTANCE

Complete Catalog of Federal Domestic Assistance (“CFDA”) numbers are presented for those programs for which such numbers were available. CFDA prefixes are presented for programs for which a complete CFDA number is not available.

CITY OF AVENTURA, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended September 30, 2012

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unqualified opinion on the basic financial statements.
2. No material weaknesses relating to the audit of the basic financial statements are reported in the Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the basic financial statements of City of Aventura, Florida, were disclosed during the audit.
4. No material weaknesses relating to the audit of the major Federal program are reported in the Independent Auditors' Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control over Compliance in Accordance with OMB Circular A-133.
5. The auditors' report on compliance for the major Federal program for City of Aventura, Florida expresses an unqualified opinion.
6. No audit findings relative to the major Federal program for City of Aventura, Florida are reported in Part C of this schedule.
7. The program tested as major program is as follows:

Federal Program:	Federal CFDA No.
United States Department of Justice Equitable Sharing Program	16.922

8. The threshold for distinguishing Types A and B programs was \$ 300,000 for the major Federal programs.
9. City of Aventura, Florida was not determined to be a low-risk auditee pursuant to OMB Circular A-133.

B. FINDINGS - FINANCIAL STATEMENT AUDIT

NONE

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAM

NONE

D. OTHER ISSUES

No Summary Schedule of Prior Audit Findings for Federal Awards is required because there were no prior audit findings related to Federal programs.

No Corrective Action Plan is required because there were no findings required to be reported under the Federal Single Audit Act.

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CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director

DATE: February 14, 2013

SUBJECT: Request of Public Storage, Inc., for (1) Conditional Use approval to permit a self-service storage facility in the MO (Medical Office) zoning district and (2) Variances to facilitate the redevelopment of the existing self-storage facility, for property located at 21288 Biscayne Boulevard, Aventura (01-CU-13 and 02-VAR-13)

March 5, 2013 City Commission Meeting Agenda Item 6A

RECOMMENDATION

It is recommended that the City Commission:

1. Approve the request for Conditional Use approval pursuant to Section 31-144(f)(2)j. of the City's Land Development Regulations to permit a self-service storage facility in the MO (Medical Office) District; and
2. Approve the request for Variance from Section 31-144(f)(4)d.3. of the City's Land Development Regulations to permit 29.7% open space, where a minimum of 33% open space is required by Code; and
3. Approve the request for Variance from Section 31-144(f)(4)c. of the City's Land Development Regulations to permit a 20 foot wide rear yard setback, where a minimum 25 foot wide rear yard setback is required by Code

for the redevelopment of the Public Storage facility at 21288 Biscayne Boulevard, City of Aventura, with the following conditions:

1. The applicant shall obtain building permits for the proposed development within 12 months of the date of the approving resolution, failing which this approval shall be void. The applicant may request one six month extension of time to obtain building permits and the City Commission may, by resolution or motion, grant such extension of time upon showing of good cause by the applicant.
2. Plans shall substantially comply with those submitted, as follows:
 - “Public Storage”, Cover/Location/Index, Sheet C-1, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - “Public Storage”, ALTA/ACSM Land Title Survey, Sheet 1 of 2, prepared by Michael E. Petulla, P.L.S., dated 8/17/2012
 - “Public Storage”, ALTA/ACSM Land Title Survey, Sheet 2 of 2, prepared by Michael E. Petulla, P.L.S., dated 8/17/2012
 - “Public Storage”, Conceptual Site Plan, Sheet SP-1, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 1/25/13, signed and sealed 2/4/2013.
 - “Public Storage”, Ground Floor Plan, Sheet A-1, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - “Public Storage”, 2nd Floor Plan, Sheet A-2, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - “Public Storage”, 3rd and 4th Floor Plan, Sheet A-3, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - “Public Storage”, Roof Plan, Sheet A-4, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - “Public Storage”, Elevation Plan, Sheet A-5, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - “Public Storage”, West Elevation – Rear 1-Story Building Plan, Sheet A-6, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - “Public Storage”, Overall Site Plan, Sheet C-1, prepared by Consulting Engineering & Science, Inc., dated 1/10/2013, signed and sealed 2/5/2013.
 - “Public Storage”, Layout Plan, Sheet C-2, prepared by Consulting Engineering & Science, Inc., dated 1/10/2013, signed and sealed 2/5/2013.
 - “Public Storage”, Paving, Grading and Drainage Plan “A”, Sheet C-3, prepared by Consulting Engineering & Science, Inc., dated 1/10/2013, signed and sealed 2/5/2013.
 - “Public Storage”, Paving, Grading and Drainage Plan “B”, Sheet C-4, prepared by Consulting Engineering & Science, Inc., dated 1/10/2013, signed and sealed 2/5/2013.
 - “Public Storage”, Site Details, C-5, prepared by Consulting Engineering & Science, Inc., dated 1/10/2013, signed and sealed 2/5/2013.
 - “Public Storage”, Drainage Details, C-6, prepared by Consulting Engineering & Science, Inc., dated 1/10/2013, signed and sealed 2/5/2013.

- “Public Storage”, Landscape Site Plan, Sheet LP-1, prepared by Mariano Corral, Landscape Architect, dated 9/5/2012, revised 2/6/2013, signed and sealed 2/6/2013, approved as noted.
 - “Public Storage”, Specifications and Details, Sheet LP-2, prepared by Mariano Corral, Landscape Architect, dated 9/5/2012, revised 2/6/2013, signed and sealed 2/6/2013.
3. Any discontinuation of the approved conditional use for a period of 180 consecutive days shall constitute abandonment and shall rescind the approval of the conditional use.
 4. Prior to issuance of a building permit for the proposed development, the applicant shall provide to the City a recorded copy of a Unity of Title, in form satisfactory to the City Manager and City Attorney, to combine the two parcels comprising this development.

THE REQUESTS

The applicant, Public Storage, is requesting the following:

1. Conditional Use approval pursuant Section 31-144(f)(2)j. of the City’s Land Development Regulations to permit a self-service storage facility in the MO (Medical Office) District; and
2. Variance from Section 31-144(f)(4)d.3. of the City’s Land Development Regulations to permit 29.7% open space, where a minimum of 33% open space is required by Code; and
3. Variance from Section 31-144(f)(4)c. of the City’s Land Development Regulations to permit a 20 foot wide rear yard setback, where a minimum 25 foot wide rear yard setback is required by Code

for property located at 21288 Biscayne Boulevard, City of Aventura (See Exhibit #1 for Letter of Intent)

BACKGROUND

OWNER OF PROPERTY	Public Storage
APPLICANT	Public Storage
ADDRESS OF PROPERTY	21288 Biscayne Boulevard See Exhibit #2 for Location Plan and Exhibit #3 for Aerial Photograph
LEGAL DESCRIPTION	See Exhibit #4 for Legal Description

EXISTING ZONING MO, Medical Office District

FUTURE LAND USE DESIGNATION Business and Office

Zoning –

Subject property:	MO	Medical Office District
Property to the North:	MO	Medical Office District
Property to the South:	MO	Medical Office District
Property to the West:	MO	Medical Office District
Property to the East:	B2	Community Business District

Existing Use –

Subject property:	Self-service storage Facility
Property to the North:	Self-service storage Facility & Vacant Land
Property to the South:	Medical Office Buildings
Property to the West:	Nursing Home
Property to the East:	Retail Plaza

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

Subject property:	Business and Office
Property to the North:	Business and Office
Property to the South:	Business and Office
Property to the East:	Business and Office
Property to the West:	Business and Office

The Site - The subject site is located on the west side of Biscayne Boulevard, between NE 212 and NE 213 Street, with municipal address of 21288 Biscayne Boulevard.

The Project – The applicant has submitted an application for Administrative Site Plan Approval to redevelop the existing public self-service storage facility built in the early 1980s. The existing facility consists of 10 1-story storage buildings and 10 parking spaces. The redevelopment proposed is demolition of five (5) of the existing 1-story buildings, construction of a new 4-story building at the easterly portion of the site, new parking areas with 35 parking spaces and 4 new loading spaces and new landscaped areas. The existing entrance and exit driveways on Biscayne Boulevard are proposed to remain in the current location. Existing barbed wire along the top of the perimeter concrete walls will be replaced with a new picket fence. The rear façade of the most easterly 1-story building which faces NE 29 Avenue will be redesigned with new moldings to break up the expanse of stucco. The 20 foot rear yard setback area on NE 29 Avenue, which is currently dirt and some sparse vegetation, will be replanted with sod, hedge and trees.

ANALYSIS

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

Community Development Department Analysis – The property is located in the MO (Medical Office) District. Although the self-service storage facility is existing on site, it was built prior to adoption of the City's Land Development Regulations and is considered a lawful non-conforming use. The proposed redevelopment of the facility triggers the need for compliance with the City's Land Development Regulations, which require conditional use approval for a self-service storage facility in this zoning district. The plan, as proposed, also requires approval of variances to permit reduced open space and a reduced rear yard setback.

Request #1: Conditional Use approval pursuant to Section 31-144(f)(2)j. to permit a self-service storage facility in the MO (Medical Office) district.

The Medical Office zoning district permits self-storage facilities with a minimum of 1.5 acres, following conditional use approval. This site contains approximately 4.55 acres.

Criteria

The guidelines for approval of conditional uses as required by Section 31-73(c) of the City's Land Development Regulation states:

“General Standards of review. In addition to the standards set forth in these LDRs for the particular use, all proposed conditional uses shall meet each of the following standards.”

(a) The proposed use shall be consistent with the comprehensive plan.

The proposed use is consistent with the goals and objectives of the Comprehensive Plan. The future land use designation for this property is Business and Office. The intent of the Business and Office land use designation is described in the Future Use Element of the City's Comprehensive Plan. This category is intended to accommodate the full range of sales and service activities in our City. A self-service storage facility is a service that may be contemplated by this land use category.

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

The establishment, maintenance or operation of the proposed redevelopment of the existing self-service storage facility will not be detrimental to or endanger the public health, safety or general welfare. The facility has existed on this site since the early 1980s. Water, sewer and stormwater management will be provided to the site as

detailed on the approved plans. The entrance and exit drives onto Biscayne Boulevard will remain in their existing locations. Additional landscaped areas will be constructed.

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

The proposed use is consistent with the community character of the immediate neighborhood. To the north is an existing self-service storage facility. To the south are medical office buildings. To the west is an existing nursing home and to the east is an existing retail plaza. Aesthetically, the new 4-story self-service storage building will resemble other office buildings in the immediate vicinity.

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

Utilities, roadway capacity, drainage and other necessary public facilities, including police, fire and emergency services, either exist at the City's adopted levels of service or will be available concurrent with demand.

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

Adequate measures exist to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets. The proposed redevelopment of the site will not result in a change to existing ingress and egress.

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

The establishment of the conditional use will not impede the development of surrounding properties for uses permitted in the zoning district.

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

The proposed 4-story self-service storage building has been designed to resemble an office building. New landscaping is proposed along the Biscayne Boulevard frontage of the site, within the interior of the site and along the rear setback area on NE 29 Avenue. All rooftop mechanical equipment will be screened from view of the public right of way and other properties. The rear of the existing 1-story self-service storage building on NE 29 Avenue will have façade enhancements to improve the aesthetics along that street frontage.

Request #2: Variance from Section 31-144(4)d.3. of the City's Land Development Regulations to permit 29.7% open space, where a minimum of 33% open space is required by Code.

The existing 1-story self-service storage facility contains approximately 17.8% open space and was built prior to adoption of the City's Land Development Regulations. The proposed redevelopment requires compliance with all sections of the City Code. Although the proposed plan increases open space from 17.8%, or 35,119 square feet to 29.7%, or 58,853 square feet, a minimum of 33% is required by Code. The applicant has requested variance from this site development criterion.

Criteria

The guidelines for approval of variances as required by Section 31-76(e) of the City's Land Development Regulation states:

"Standards of review. A variance shall be granted only where competent and substantial evidence presented in the particular case shows that all of the following are met:

- (1) *The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.*

The applicant advises that the particular physical condition of the specific property necessitates the request for variance, that is, the existing buildings on site. The applicant further advises that there is a substantial overall increase in the amount of open space on site as a result of the redevelopment, however, the built condition of the westerly portion of the site results in the hardship.

- (2) *The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.*

The conditions are unique to this site and would not be generally applicable to other locations.

- (3) *The alleged difficulty or hardship is not economic and has not been deliberately created to establish a use or structure, which is not otherwise consistent with the LDR.*

The applicant's difficulty is not economic in nature and has not been deliberately created by the applicant.

- (4) *The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.*

The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity. The overall redevelopment will be a benefit to the public by replacement of a 1980s style building with a building that will be compatible in design with other office buildings in the immediate vicinity.

- (5) *The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.*

The proposed variance will not substantially increase traffic congestion or increase the danger of fire or endanger the public safety, or substantially diminish or impair property values within the vicinity. The existing ingress and egress will be retained. The demolition of buildings constructed in the early 1980s and construction of a building with modern design and increased landscaping on site will be a benefit to other properties within the vicinity.

Request #3: Variance from Section 31-144(f)(4)c. of the City's Land Development Regulations to permit a 20 foot wide rear yard setback, where a minimum 25 foot wide rear yard setback is required by Code.

The rear yard setback for this property occurs at its easterly boundary adjacent to NE 29 Avenue. One of the existing 1-story self-service storage buildings is set back 20 feet from the easterly property limit. The proposed redevelopment requires compliance with all sections of the City Code. A minimum 25 foot wide rear yard setback is required in the Medical Office zoning district. The applicant has requested variance from this site development criterion.

Criteria

The guidelines for approval of variances as required by Section 31-76(e) of the City's Land Development Regulation states:

"Standards of review. A variance shall be granted only where competent and substantial evidence presented in the particular case shows that all of the following are met:

- (1) *The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.*

The applicant advises that the particular physical condition of the specific property necessitates the request for variance, that is, the existing most easterly self-service storage building is setback 20 feet from the property boundary. This

existing condition results in the hardship. The applicant further advises that this most easterly building forms the wall serving as the security feature for the rear of the site.

(2) The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.

The conditions are unique to this site and would not be generally applicable to other locations.

(3) The alleged difficulty or hardship is not economic and has not been deliberately created to establish a use or structure, which is not otherwise consistent with the LDR.

The applicant's difficulty is not economic in nature and has not been deliberately created by the applicant.

(4) The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.

The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity. The applicant has submitted plans showing façade improvements to the easterly face of the building and landscape improvements consisting of sod, hedges and trees in this setback area.

(5) The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.

The proposed variance will not substantially increase traffic congestion or increase the danger of fire or endanger the public safety, or substantially diminish or impair property values within the vicinity. The existing building façade forming this rear yard setback will be improved with moldings and painting. The 20 foot wide setback area will be landscaped with sod, hedges and trees.



BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

Direct: 305-377-6230
E-Mail: MRadell@brzoninglaw.com

COMMUNITY DEVELOPMENT
CITY OF AVENTURA

December 7, 2012

VIA HAND-DELIVERY

Ms. Joanne Carr
Community Development Director
City of Aventura
19200 West Country Club Drive, 4th Floor
Aventura, FL 33180

DEC 10 2012

INITIAL

RE: Application by Public Storage, Inc.

Dear Joanne:

This shall serve as the letter of intent that accompanies an application by Public Storage, Inc. requesting conditional use approval, a non-use variance of new setback, and a non-use variance of open space concerning its property located at 21235 Biscayne Boulevard. Public Storage has an existing "first generation" self storage facility at this location which it seeks to upgrade with an attractive and modern self storage building. As we discussed, the existing facilities are grandfathered as legal non-conforming uses as a result of the rezoning of all of the property in this area to the Medical Office zoning district shortly after the City of Aventura was incorporated.

The proposed redevelopment of the property would involve the demolition of four buildings and the construction of a modern four-story self storage facility. We believe that this proposed redevelopment of the site with a modern building is reasonable and appropriate. This process has allowed Public Storage's architects to collaborate with the City's professional staff in order to develop a site plan that will be an asset to the community and compatible with streetscape along this section of Biscayne Boulevard. In addition, the existing storage facility operated by Public Storage includes a number of tenants related to medical use including medical suppliers, hospitals and physicians as well as many businesses and residents of the City Aventura. We believe that the proposed site plan will be compatible with the surrounding business and

EXHIBIT #1
01-CU-13 & 02-VAR-13

Ms. Joanne Carr
December 7, 2012
Page 2

medical office uses, and will be a complementary use in the Medical Office zoning district.

The non use variances that are being requested are the result of the redevelopment of half of this property. The amount of landscaped open space that is being provided on the east half of the property exceeds that which is required by Code, and the result is a substantial overall increase in open space. The rear setback variance is the result of an existing building that is being retained.

Please do not hesitate to call me if you have any questions or need additional information.

Sincerely,

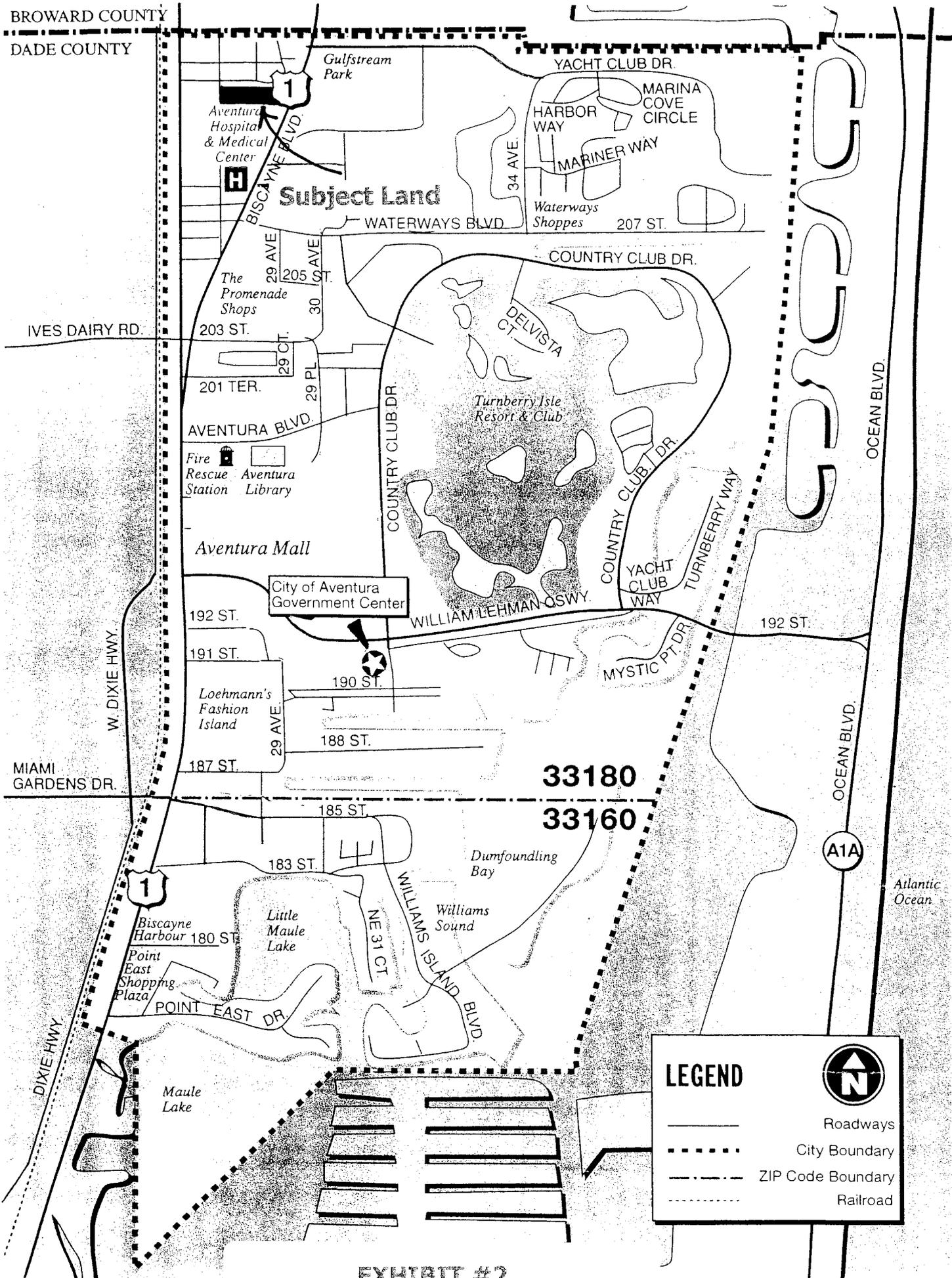
A handwritten signature in black ink, appearing to read 'MR', written over the word 'Sincerely,'.

Michael Radell

MR/ah

cc: Jim Fitzpatrick, Public Storage
Gus Carbonell

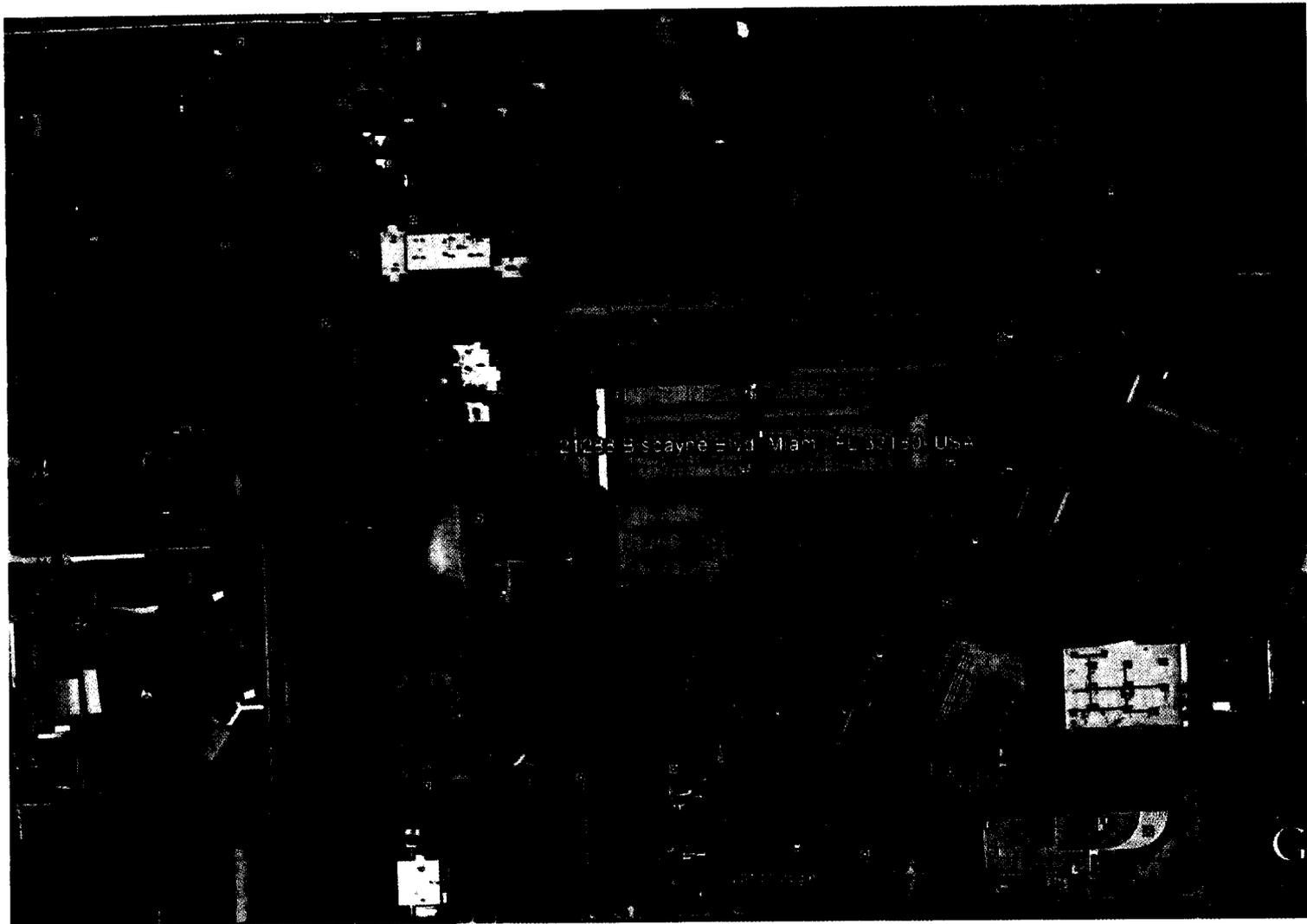
BROWARD COUNTY
DADE COUNTY



LEGEND

- Roadways
- City Boundary
- ZIP Code Boundary
- Railroad

EXHIBIT #2
01-CU-13 & 02-VAR-13



Google earth



EXHIBIT #3
01-CU-13 & 02-VAR-13

LEGAL DESCRIPTION OF PROPERTY

PARCEL #1

Being a portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 51 South, Range 42 East, Dade County, Florida, as follows:

Beginning at a point on the west line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ located 273 feet north of the southwest corner of said SW $\frac{1}{4}$; Thence Run easterly parallel to and 272.948 feet north of the south line of said SW $\frac{1}{4}$ and SE $\frac{1}{4}$ 793.84 feet to the westerly right of way line of Federal Highway U.S. No. 1; Thence Run northeasterly along said right of way 100 feet; Thence Run westerly parallel to and 363.91 feet north of the south line of said SW $\frac{1}{4}$ and SE $\frac{1}{4}$ 837.29 feet to the said west line of SW $\frac{1}{4}$; Thence Run southerly along said west line 90.98 feet to the point of beginning.

PARCEL #2

That parts of Lots 3 and 4, Block 3 of Hallandale, lying westerly of the right of way of State Road #4, according to the plat thereof recorded in Plat Book "B", at Page 13 of the Public Records of Dade County, Florida, more particularly described as follows: Beginning at a point on the westerly boundary line of Lot 3, Block 3, said point being 150.05 feet south of the northwest corner of said Lot 3, Block 3; Run Thence easterly on the line parallel to the south line of said Lots 3 and 4, a distance of 908.47 feet to a point being on the westerly line of State Road #4 or Federal Highway U.S. #1; Thence Run in a southwesterly direction on the westerly line of State Road #4 a distance of 163.80 feet to a point; Thence Run along a line deflecting to the right $114^{\circ}31'49''$ said line being parallel to the south line of said Lots 3 and 4, Block 3, a distance of 837.29 feet to a point; Thence along a line deflecting $91^{\circ}13'03''$, to the right along the westerly line of Lot 3, Block 3, a distance of 149.05 feet to the point of beginning.

EXHIBIT #4
01-CU-13 & 02-VAR-13



APPLICANT REPRESENTATIVE AFFIDAVIT

Pursuant to Section 31-71(b)(2)(i) of the City of Aventura Land Development Code, this Applicant Representative Affidavit is hereby made and submitted. The undersigned authorized representative of the individual or entity applying for the Development Permit, which is identified in the accompanying application, and the owner of the property subject to the application (if different) hereby lists and identifies all persons representing the individual or entity applying for the Development Permit in connection with the application, as follows:

Table with 2 columns: Name, Relationship. Rows include Michael Radell (Attorney), Nelson Ortiz/Consulting Engineering Science, Inc. (Engineer), Michael E. Petulla (Surveyor), Gustavo J. Carbonell (Architect), and Mariano Corral (Landscape Architect).

(Attach Additional Sheets If Necessary)

NOTICE: ANY STATEMENT OR REPRESENTATION MADE BY ANY PERSON LISTED ON THE APPLICANT REPRESENTATIVE AFFIDAVIT SHALL BE BINDING UPON THE INDIVIDUAL OR ENTITY APPLYING FOR THE DEVELOPMENT PERMIT AND THE OWNER OF THE SUBJECT PROPERTY. APPLICANTS AND AFFIANTS ARE ADVISED TO TIMELY SUPPLEMENT THIS AFFIDAVIT PURSUANT TO SEC. 31-71(B)(2)(IV) OF THE CITY'S LAND DEVELOPMENT REGULATIONS IN THE CITY CODE. IN THE EVENT THAT PRIOR TO CONSIDERATION OF THE APPLICATION BY THE CITY BOARD OR COMMISSION, THE INFORMATION PROVIDED IN THE AFFIDAVIT BECOMES INCORRECT OR INCOMPLETE.

WITNESS MY HAND THIS ___ DAY OF _____, 200__

AUTHORIZED REPRESENTATIVE OF APPLICANT:

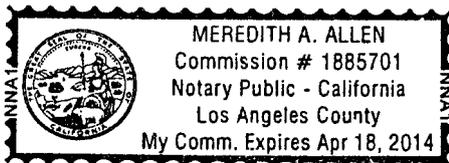
By: _____ (Signature)
Name: _____ (Print)
Title: _____
Address: _____

OWNER
By: [Signature] (Signature)
Name: Jim Fitzpatrick (Print)
Title: Vice President
Address: Public Storage
701 Western Avenue
Glendale, CA 91201

CALIFORNIA
STATE OF FLORIDA
COUNTY OF MIAMI-DADE
LOS ANGELES

Before me the undersigned authority personally appeared JIM FITZPATRICK as the authorized representative of the Applicant and/or the owner of the property subject to the application, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME this 24 day of January, 2013



[Signature]
Notary Public State of Florida Al Large
Printed Name of Notary MEREDITH A. ALLEN
My commission expires: APRIL 18, 2014



APPLICANT REPRESENTATIVE AFFIDAVIT

Pursuant to Section 31-71(b)(2)(i) of the City of Aventura Land Development Code, this Applicant Representative Affidavit is hereby made and submitted. The undersigned authorized representative of the individual or entity applying for the Development Permit, which is identified in the accompanying application, and the owner of the property subject to the application (if different) hereby lists and identifies all persons representing the individual or entity applying for the Development Permit in connection with the application, as follows:

Name	Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
Michael Radell	Attorney
Nelson Ortiz/Consulting Engineering Science, Inc.	Engineer
Michael E. Petulla	Surveyor
Gustavo J. Carbonell	Architect
Mariano Corral	Landscape Architect

(Attach Additional Sheets If Necessary)

NOTICE: ANY STATEMENT OR REPRESENTATION MADE BY ANY PERSON LISTED ON THE APPLICANT REPRESENTATIVE AFFIDAVIT SHALL BE BINDING UPON THE INDIVIDUAL OR ENTITY APPLYING FOR THE DEVELOPMENT PERMIT AND THE OWNER OF THE SUBJECT PROPERTY. APPLICANTS AND AFFIANTS ARE ADVISED TO TIMELY SUPPLEMENT THIS AFFIDAVIT PURSUANT TO SEC. 31-71(B)(2)(IV) OF THE CITY'S LAND DEVELOPMENT REGULATIONS IN THE CITY CODE, IN THE EVENT THAT PRIOR TO CONSIDERATION OF THE APPLICATION BY THE CITY BOARD OR COMMISSION, THE INFORMATION PROVIDED IN THE AFFIDAVIT BECOMES INCORRECT OR INCOMPLETE.

WITNESS MY HAND THIS _____ DAY OF _____ 200__

AUTHORIZED REPRESENTATIVE OF APPLICANT:

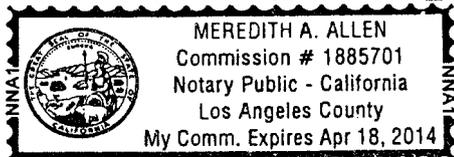
By: _____
 (Signature)
 Name: _____
 (Print)
 Title: _____
 Address: _____

OWNER
 By: X
 (Signature)
 Name: Jim Fitzpatrick
 (Print)
 Title: Vice President
 Address: Public Storage
701 Western Avenue
Glendale, CA 91201

CALIFORNIA
 STATE OF FLORIDA)
 COUNTY OF MIAMI-DADE)
 LOS ANGELES

Before me the undersigned authority personally appeared JIM FITZPATRICK as the authorized representative of the Applicant and/or the owner of the property subject to the application, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME this 30 day of JANUARY, 20013



X
 AFFIANT
 Notary Public State of Florida All Large
 CALIFORNIA
 Printed Name of Notary MEREDITH A. ALLEN
 My commission expires: APRIL 18, 2014



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 6 DAY OF December 20012

APPLICANT:

By: [Signature] (Signature)
 Name: Jim Fitzpatrick (Print)
 Title: Vice President (Print)

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

PROPERTY OWNER:

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

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

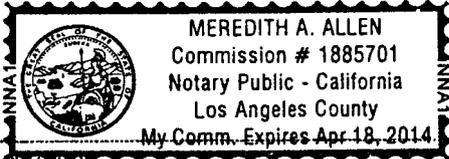
CALIFORNIA
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)
LOS ANGELES

NOTARIZATION PROVISION

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 6th day of December 2013



[Signature]
Notary Public State of CALIFORNIA
MEREDITH A. ALLEN
Printed Name of Notary
My commission expires: APRIL 18, 2014

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires:



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

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

APPLICANT:

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

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

PROPERTY OWNER:

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

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

WITNESS MY HAND THIS 5 DAY OF February, 20013

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)
Name: Michael Radell (Print)
Title: Attorney (Print)

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

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

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

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

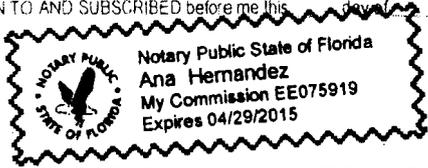
2) Applicants and Affiants are advised to timely supplement this Affidavit pursuant to Sec. 31-71(b)(2)(iv) of the City's Land Development Regulations in the City Code, in the event that prior to consideration of the application by the City Board or Commission, the information provided in the Affidavit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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

SWORN TO AND SUBSCRIBED before me this 5 day of February, 20013



AFFIANT

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: 4/29/2015

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

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

AFFIANT

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

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

AFFIANT

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

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

AFFIANT

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 4th DAY OF SEPTEMBER 200 2012.

APPLICANT:

By: _____ (Signature)
 Name: Nelson ORTIZ (Print)
 Title: Vice President (Print)
CONSULTING ENGINEERING & SERVICE, INC.

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

PROPERTY OWNER:

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

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

WITNESS MY HAND THIS 4th DAY OF SEPTEMBER, ~~200~~ 2012

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Elsel Oritz (Print)

Title: Vice President (Print)

CONSULTING ENGINEERING & SERVICE INC.

By: [Signature] (Signature)

Name: GUSTAVO CARLOS WELLS (Print)

Title: ARCHITECT (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

NOTARIZATION PROVISION

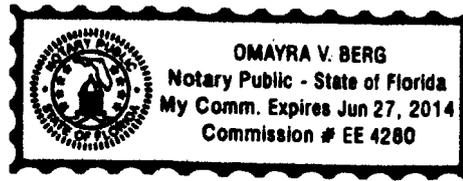
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 4th day of September 2009

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary Omayra V. Berg
My commission expires: 10/27/14



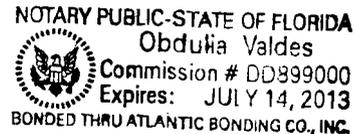
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 5th day of SEPT, 2002

[Signature]
Notary Public State of Florida At Large
Printed Name of Notary Obdulia Valdes
My commission expires: 7-4-13



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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



BUSINESS RELATIONSHIP AFFIDAVIT

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS _____ DAY OF _____, 200_

APPLICANT

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

WITNESS MY HAND THIS _____ DAY OF _____, 200_

PROPERTY OWNER

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

The terms "Business Relationship," "Client," "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2-39a of the Aventura City Code

WITNESS MY HAND THIS 1st DAY OF February 2013

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: Michael E. Petulla (Signature)

Name: Michael E. (Print)

Petulla

Title: Surveyor (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

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By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

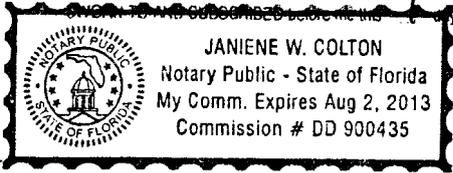
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) BREVARD

Before me, the undersigned authority, personally appeared _____
executed this Affidavit for the purposes stated therein and that it is true and correct.

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

X Michael E Petrella
AFFIANT



SWORN TO AND SUBSCRIBED before me this Feb day of 2013

Janiene W. Colton
Notary Public - State of Florida At Large
Printed Name of Notary Janiene W. Colton
My commission expires Aug 2, 2013

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared _____
executed this Affidavit for the purposes stated therein and that it is true and correct.

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared _____
executed this Affidavit for the purposes stated therein and that it is true and correct.

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared _____
executed this Affidavit for the purposes stated therein and that it is true and correct.

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows.

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

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

APPLICANT:

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

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

PROPERTY OWNER:

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

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

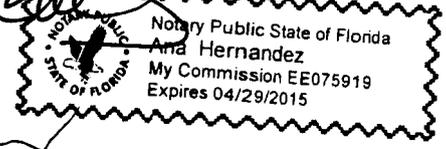
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Naaimo Berry
executed this Affidavit for the purposes stated therein and that it is true and correct.

Naaimo Berry
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of February, 20013



Ana Hernandez
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires 4/29/2015

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared _____
executed this Affidavit for the purposes stated therein and that it is true and correct.

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared _____
executed this Affidavit for the purposes stated therein and that it is true and correct.

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

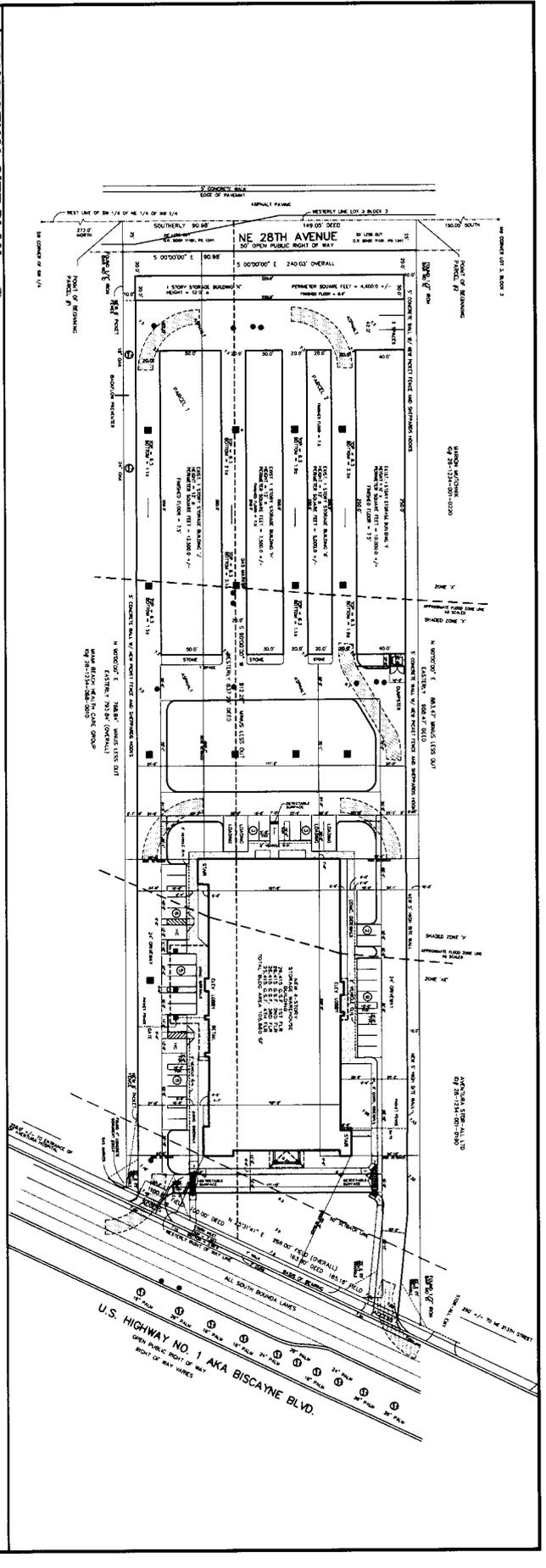
Before me, the undersigned authority, personally appeared _____
executed this Affidavit for the purposes stated therein and that it is true and correct.

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

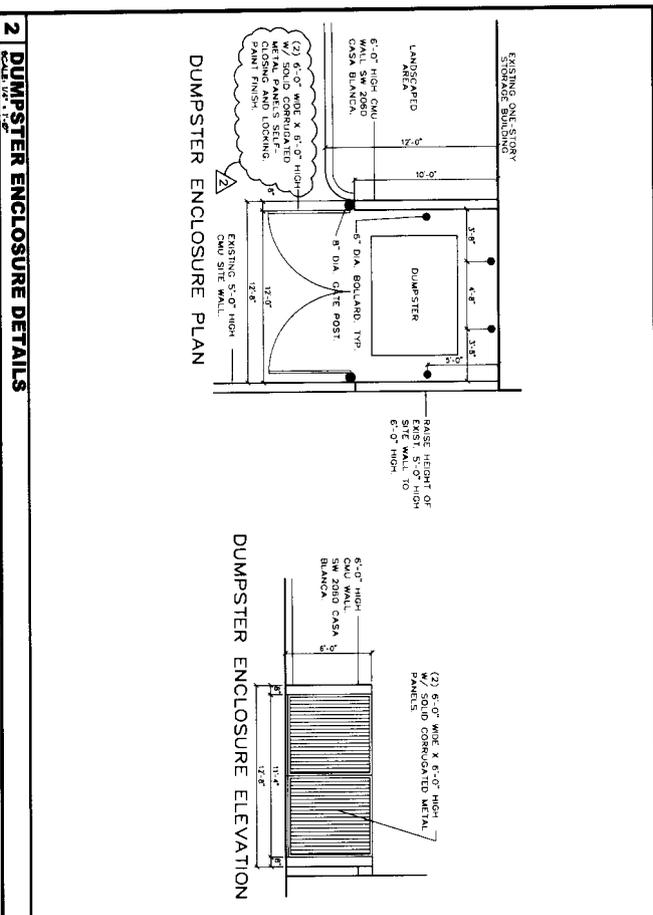
AFFIANT

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

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



1 CONCEPTUAL SITE PLAN



2 DUMPSTER ENCLOSURE DETAILS

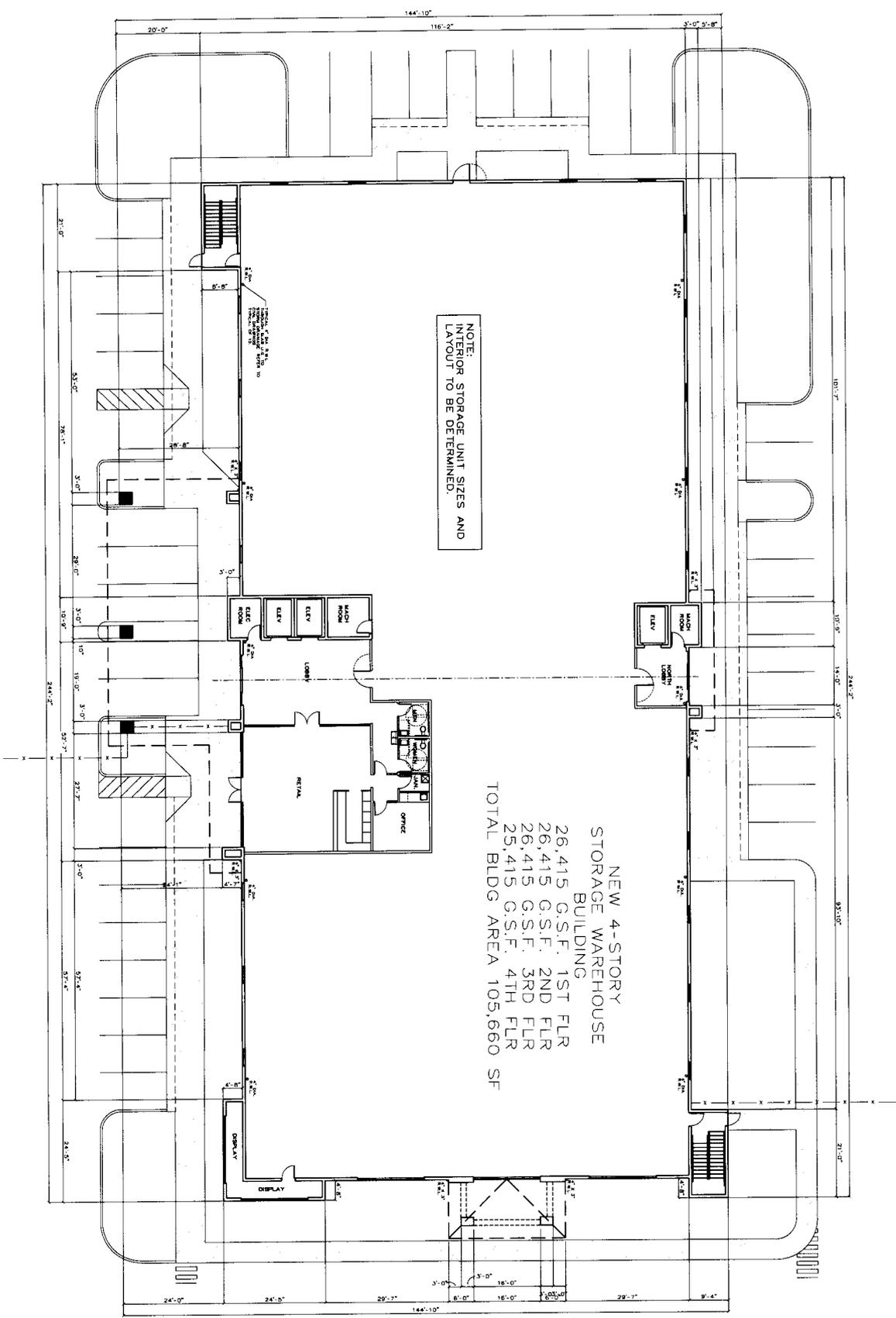
2 SITE AND BUILDING DATA

SETBACK TABLE	REQUIRED	PROVIDED
SIDE	30'-0"	30'-0" MIN.
EAST FRONT	30'-0"	30'-0" MIN.
WEST REAR	25'-0"	20'-0" TO EAST BLDG. INTERIOR SIDE
NORTH INTERIOR SIDE	...	20'-0" TO EAST BLDG. INTERIOR SIDE
STREET SIDE	30'-0"	30'-0" MIN. TO NEW BLDG.

SITE DATA																									
NET SITE AREA:	198,198 S.F. 4.55 ACRES																								
PROPERTY ADDRESS:	21288 BISCAYNE BLVD., AVENTURA, FL																								
LEGAL DESCRIPTION:	REFER TO SURVEY PROVIDED																								
TAX PLOT NUMBER:	28 13240010200																								
ZONING AND PROPERTY INFORMATION:	RS-1719B S.F. 4.53 ACRES																								
FUTURE LAND USE:	BUSINESS AND OFFICE																								
PROPOSED USE:	STORAGE																								
LAND COVER:	N/A, "N" & "SHADE" "X"																								
UTILITIES AND SERVICES:	MANHOLE WATER & SEWER																								
WATER PROVIDER:	FLORIDA WATER MANAGEMENT DISTRICT																								
SEWER PROVIDER:	PRIVATE SERVICE																								
RECYCLING PROVIDER:	PRIVATE SERVICE																								
EXISTING TO REMAIN INFORMATION:	EXISTING BUILDING FOOTPRINT: 38,400 SF																								
QUINCY USE:	STORAGE																								
QUINCY WATER PROVIDER:	PRIVATE SERVICE																								
QUINCY SEWER PROVIDER:	PRIVATE SERVICE																								
QUINCY RECYCLING PROVIDER:	PRIVATE SERVICE																								
SITE AND BUILDING DATA:	TOTAL SITE AREA: 198,198 SF TOTAL VEHICULAR USE AREA: 22,000 SF TOTAL NEW BLDG. FOOTPRINT: 27,977 SF TOTAL EXISTING BLDG. FOOTPRINT: 6,119 SF TOTAL OPEN/LANDSCAPED: 58,883 SF TOTAL AREA ALL FLOORS: 1,024,880 ± 38,400 ± 145,498 SF FLOOR AREA: 145,880 SF ± 195,818 BLDG. AREA ± 1.57% BROWNSVILLE																								
PARKING DATA:	<table border="1"> <thead> <tr> <th>DISPOSITION</th> <th>FORMULA</th> <th>REQUIRED</th> <th>PROVIDED</th> </tr> </thead> <tbody> <tr> <td>OFFICE</td> <td>140 SF @ 1/250 SF</td> <td>42</td> <td>42</td> </tr> <tr> <td>RETAIL</td> <td>917 SF @ 1/250 SF</td> <td>37</td> <td>28.8</td> </tr> <tr> <td>SELF STORAGE WAREHOUSE</td> <td>14,598 @ 1/500 SF</td> <td>31.2</td> <td>31</td> </tr> <tr> <td>TOTAL PARKING</td> <td>100,000 - 200,000 SF</td> <td>4</td> <td>4</td> </tr> <tr> <td>HANDICAPPED SPACES (1% X 2%)</td> <td>78 TO 90 SPACES</td> <td>2</td> <td>2</td> </tr> </tbody> </table>	DISPOSITION	FORMULA	REQUIRED	PROVIDED	OFFICE	140 SF @ 1/250 SF	42	42	RETAIL	917 SF @ 1/250 SF	37	28.8	SELF STORAGE WAREHOUSE	14,598 @ 1/500 SF	31.2	31	TOTAL PARKING	100,000 - 200,000 SF	4	4	HANDICAPPED SPACES (1% X 2%)	78 TO 90 SPACES	2	2
DISPOSITION	FORMULA	REQUIRED	PROVIDED																						
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HANDICAPPED SPACES (1% X 2%)	78 TO 90 SPACES	2	2																						

<p>SP-1</p> <p>DATE: 01/13/12</p> <p>SCALE: 1" = 40'-0"</p> <p>PROJECT NO: 12-003</p>	<p>DATE: 01/13/12</p> <p>SCALE: 1" = 40'-0"</p> <p>PROJECT NO: 12-003</p>	<p>SITE PLAN APPROVAL SUBMITTAL FOR:</p> <p>PUBLIC STORAGE</p> <p>21288 BISCAYNE BLVD.</p> <p>AVENTURA, FLORIDA</p>	<p>GUSTAVO J. CARBONELL, P.A.</p> <p>Architect and Planner</p> <p>1457 NE 4th AVE</p> <p>Fort Lauderdale, Florida, 33304</p> <p>(954) 462-6565</p> <p>Member American Institute of Architects</p>	<table border="1"> <tr> <td>DATE:</td> <td>01/13/12</td> </tr> <tr> <td>BY:</td> <td>DKR</td> </tr> <tr> <td>FOR:</td> <td>G.J.C.</td> </tr> <tr> <td>SCALE:</td> <td>1" = 40'-0"</td> </tr> <tr> <td>PROJECT NO:</td> <td>12-003</td> </tr> </table>	DATE:	01/13/12	BY:	DKR	FOR:	G.J.C.	SCALE:	1" = 40'-0"	PROJECT NO:	12-003
DATE:	01/13/12													
BY:	DKR													
FOR:	G.J.C.													
SCALE:	1" = 40'-0"													
PROJECT NO:	12-003													

1 GROUND FLOOR PLAN



DATE	CHK
CREATED	G.J.C.
REV	03/12
REVISION	AS NOTED
FORM NO.	12-003
SCALE	
A-1	

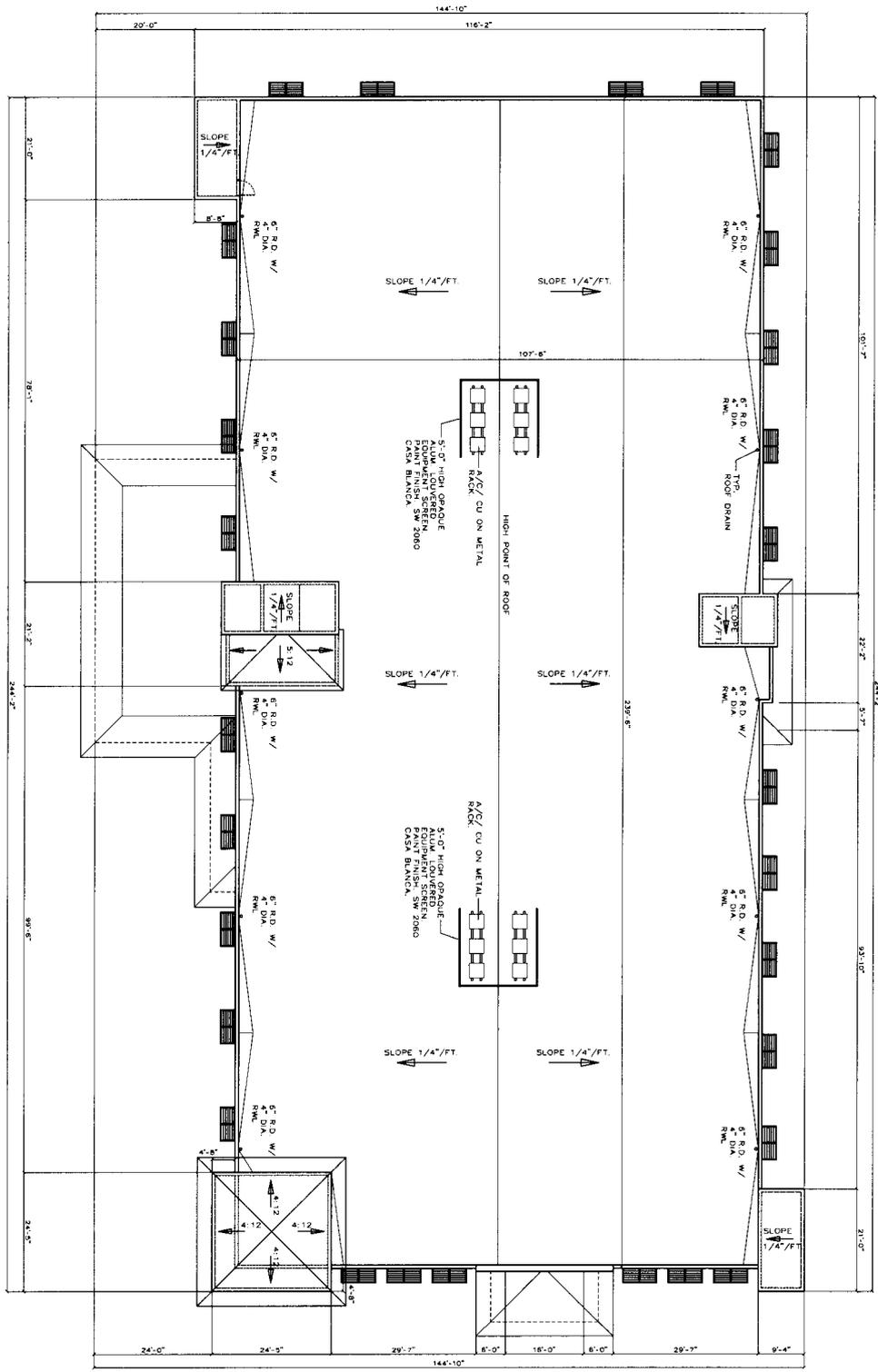
NO.	REV.	DATE	DESCRIPTION

SITE PLAN APPROVAL SUBMITTAL FOR:
PUBLIC STORAGE
21288 BISCAYNE BLVD.
AVENTURA, FLORIDA



GUSTAVO J. CARBONELL, P.A.
 Architect and Planner
 1457 N.E. 4th AVE
 Ft. Lauderdale, Florida, 33304
 (954) 462-6565
 Member American Institute of Architects

NO.	REV.	DATE	DESCRIPTION



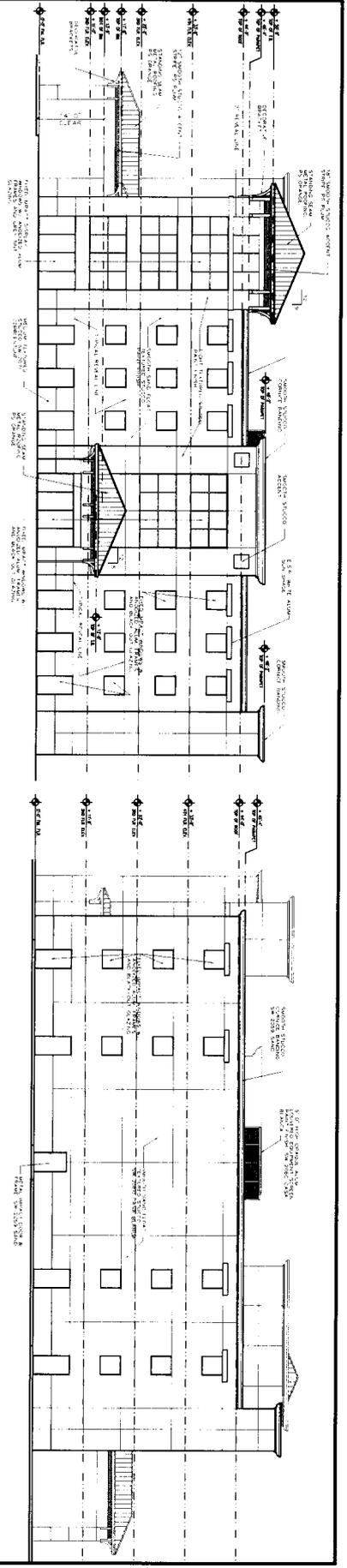
DATE	12-11-12
BY	DBK
CHECKED	G.J.C.
SCALE	AS NOTED
PROJECT	12-003
SHEET	2

SCALE: 1/8" = 1'-0"

**SITE PLAN APPROVAL SUBMITTAL FOR:
PUBLIC STORAGE**
21288 BISCAYNE BLVD.
AVENTURA, FLORIDA

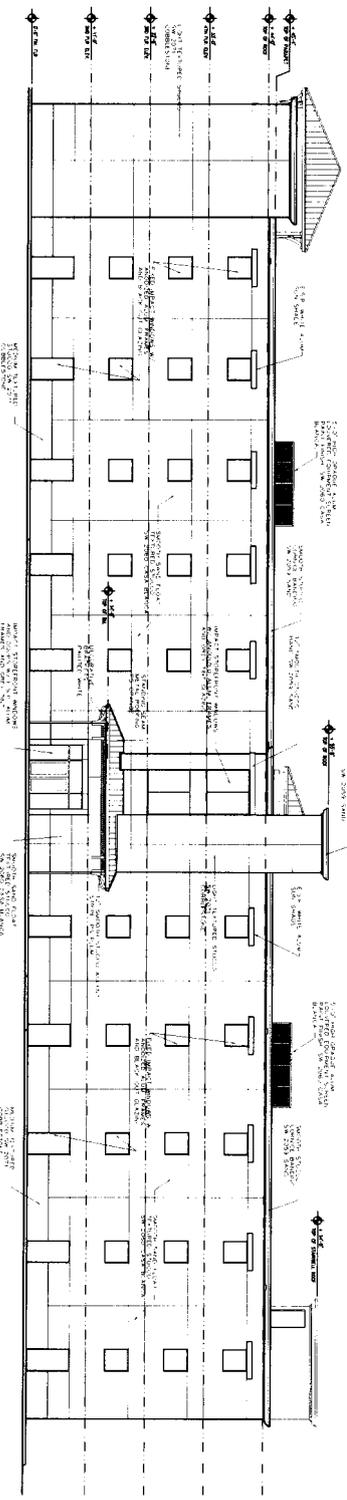
GUSTAVO J. CARBONELL, P.A.
Architect and Planner
1457 NE 4th AVE
Ft. Lauderdale, Florida, 33304
(954) 462-6565
Member American Institute of Architects

NO.	DATE	REVISION
1	12-11-12	ISSUE FOR PERMITS

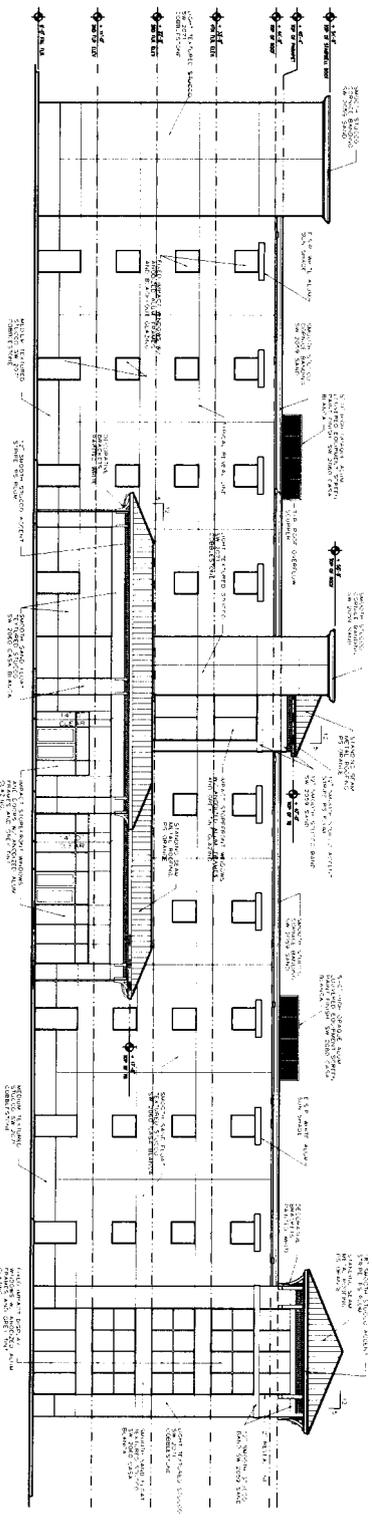


1 EAST (FRONT) ELEVATION
SCALE 3/32"

2 WEST (REAR) ELEVATION
SCALE 3/32"



3 NORTH (RIGHT SIDE) ELEVATION
SCALE 3/32"



4 SOUTH (LEFT SIDE) ELEVATION
SCALE 3/32"

DATE	BY

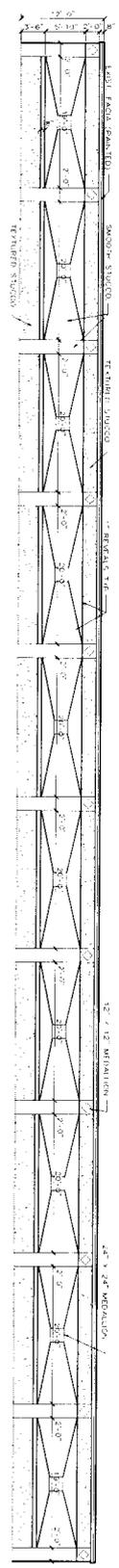
GUSTAVO J. CARBONELL, P.A.
 Architect and Planner
 1457 N.E. 4th AVE
 Ft. Lauderdale, Florida, 33304
 (954) 462-6565
 Member American Institute of Architects

**SITE PLAN APPROVAL SUBMITTAL FOR:
 PUBLIC STORAGE**
 21288 BISCAYNE BLVD.
 AVENTURA, FLORIDA

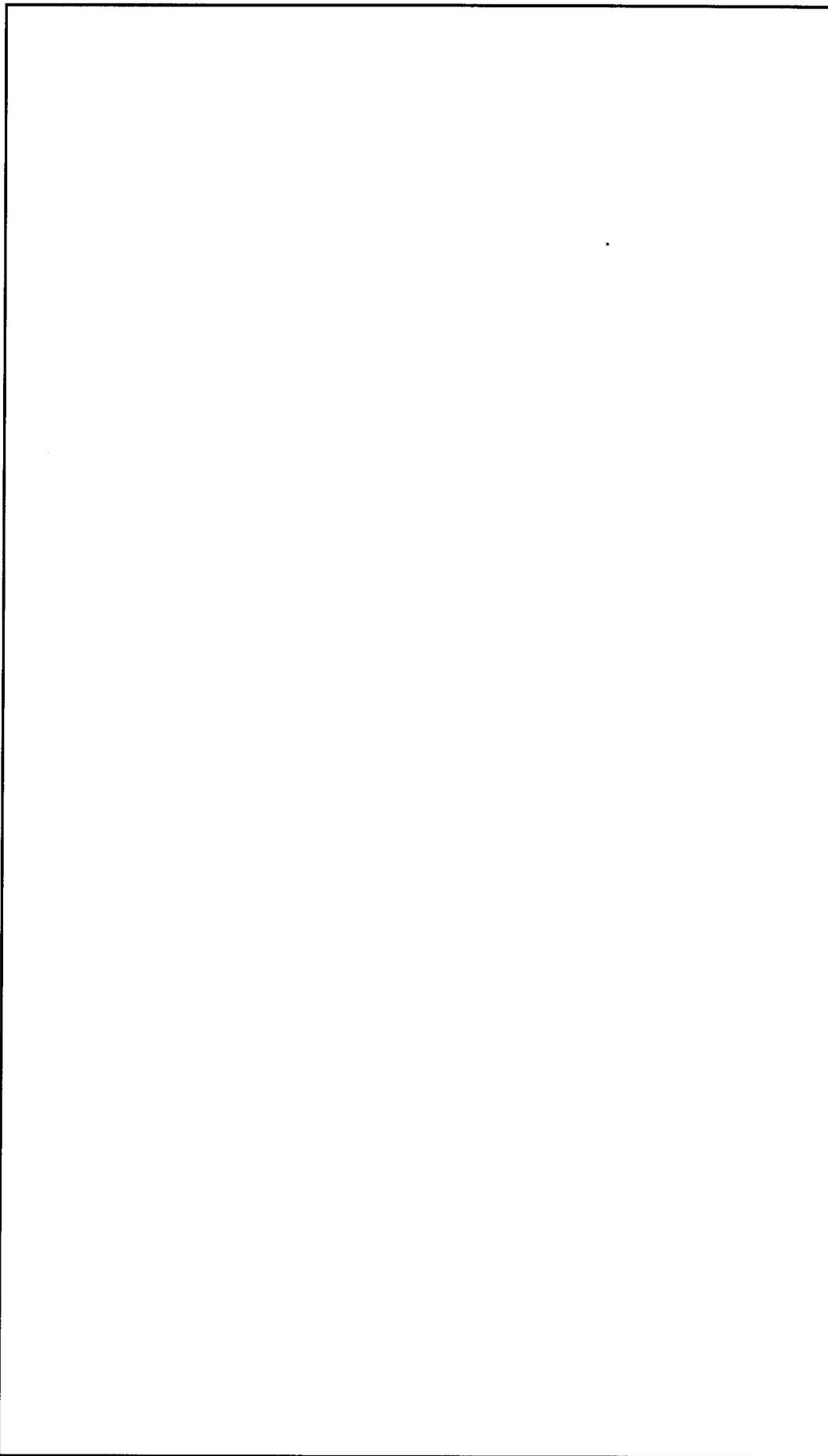
SHEET NO. 14-000001

DATE	BY

A-5



1 WEST ELEVATION (REAR 1 - STORY BUILDING)
 SCALE 1/8" = 1'-0"



NO.	DATE	BY

GUSTAVO J. CARBONELL, P.A.
 Architect and Planner
 1457 N.E. 4th AVE
 Ft. Lauderdale, Florida, 33304
 (954) 462-6565
 Member: American Institute of Architects

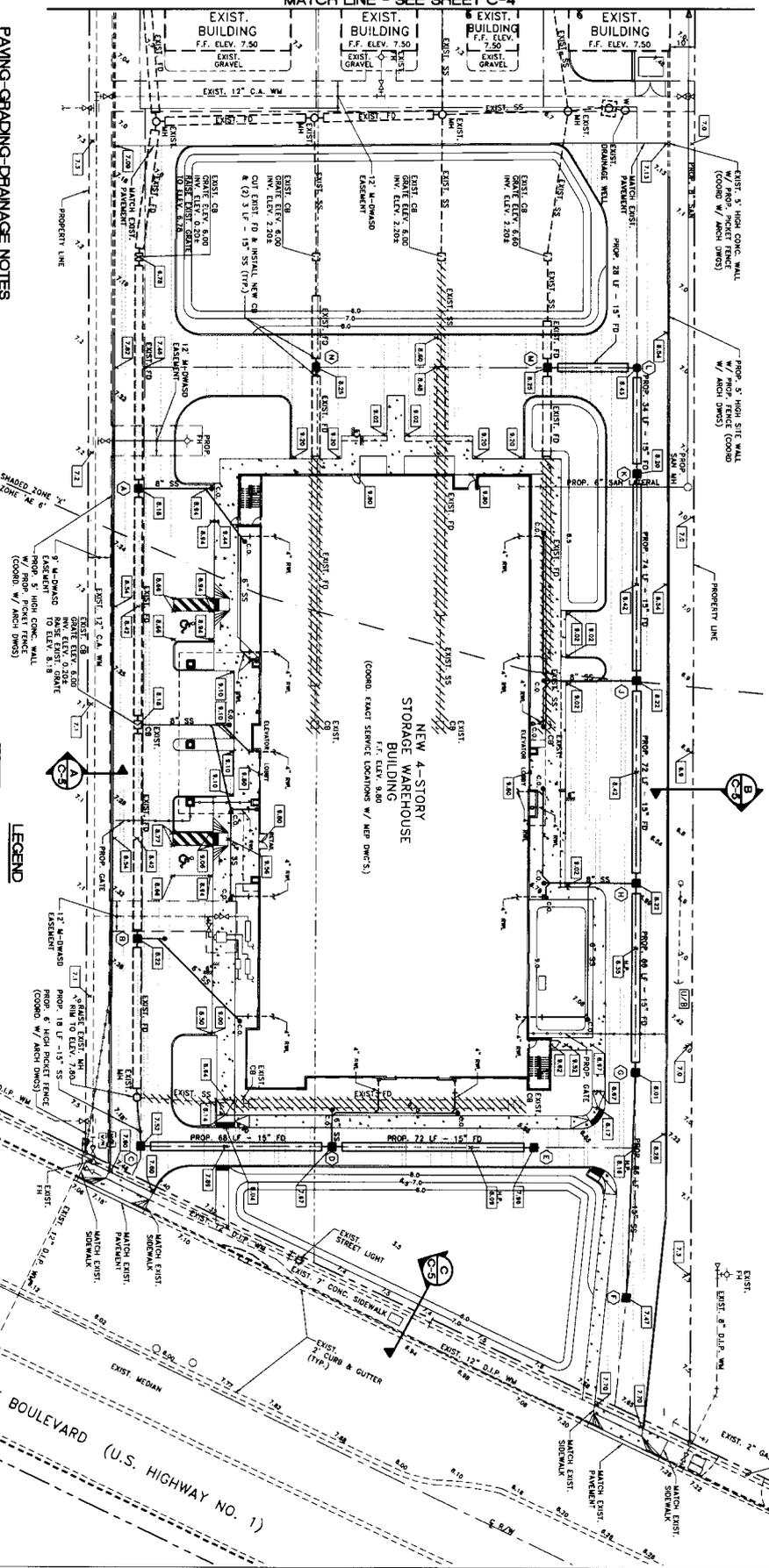
**SITE PLAN APPROVAL SUBMITTAL FOR:
 PUBLIC STORAGE**
 21288 BISCAYNE BLVD.
 AVENTURA, FLORIDA

SEALED AND SIGNED

DATE	12-03
SCALE	AS NOTED
NO.	813112
DESIGNED BY	G.J.C.
DRAWN BY	DBK

A-6
 SHEETS

MATCH LINE - SEE SHEET C-4



PAVING-GRADING-DRAINAGE NOTES

- HORIZONTAL AND VERTICAL CONTROL POINTS SHALL BE PROVIDED BY THE OWNER. ALL CONSTRUCTION LOCATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL CONTROL POINTS AND REPORT ANY DISCREPANCIES TO THE OWNER IMMEDIATELY.
- GRADING SHALL BE TO THE FINISH GRADE SHOWN ON THIS PLAN. ALL EXISTING GRADING SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
- PAVING SHALL BE TO THE FINISH GRADE SHOWN ON THIS PLAN. ALL EXISTING PAVING SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
- ALL NEW CONCRETE SHALL BE 3000 PSI PORTLAND CEMENT CONCRETE WITH 4% AIR ENTRAINMENT.
- ALL NEW ASPHALT SHALL BE 5.5" ASPHALT CONCRETE WITH 4% AIR ENTRAINMENT.
- CONCRETE CURBS, SIDEWALKS AND SLABS SHALL BE 4" THICK WITH 4% AIR ENTRAINMENT.
- ALL REINFORCEMENT SHALL BE #4 BARS WITH 18" ON CENTER.
- ALL EXISTING CONCRETE SHALL BE REPAIRED TO ORIGINAL FINISH GRADE AND FINISH.
- FINAL GRADING OF LANDSCAPING AREAS SHALL BE COMPLETED IN THE FIELD BY THE CONTRACTOR/LANDSCAPER. COMPACTED FILL IN LANDSCAPED AREAS SHALL BE TO THE FINISH GRADE SHOWN ON THIS PLAN. ALL EXISTING GRADING SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
- EXISTING LANDSCAPING SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
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FLOODPLAIN MANAGEMENT ANALYSIS

Process # : 28-1231-001-0260/0260

Address : 2128B Biscayne Boulevard, Highest Crown of Road E.L. - 8.28

Highway crown of road elevation above sea level from a certified survey prepared by Michael Paulino, P.E., PLS Lic # 4432

Elevation	Lowest Floor	Adjacent Grade	Lowest Ceiling	Basin
7.50	7.40	6.00	7.47	
6.00	5.30	6.00	7.47	

A Floodplain Elevation Certificate, is required before making any changes to the building. The certificate is required for all buildings or structures that are located in a floodplain. The certificate is required for all buildings or structures that are located in a floodplain.

LEGEND

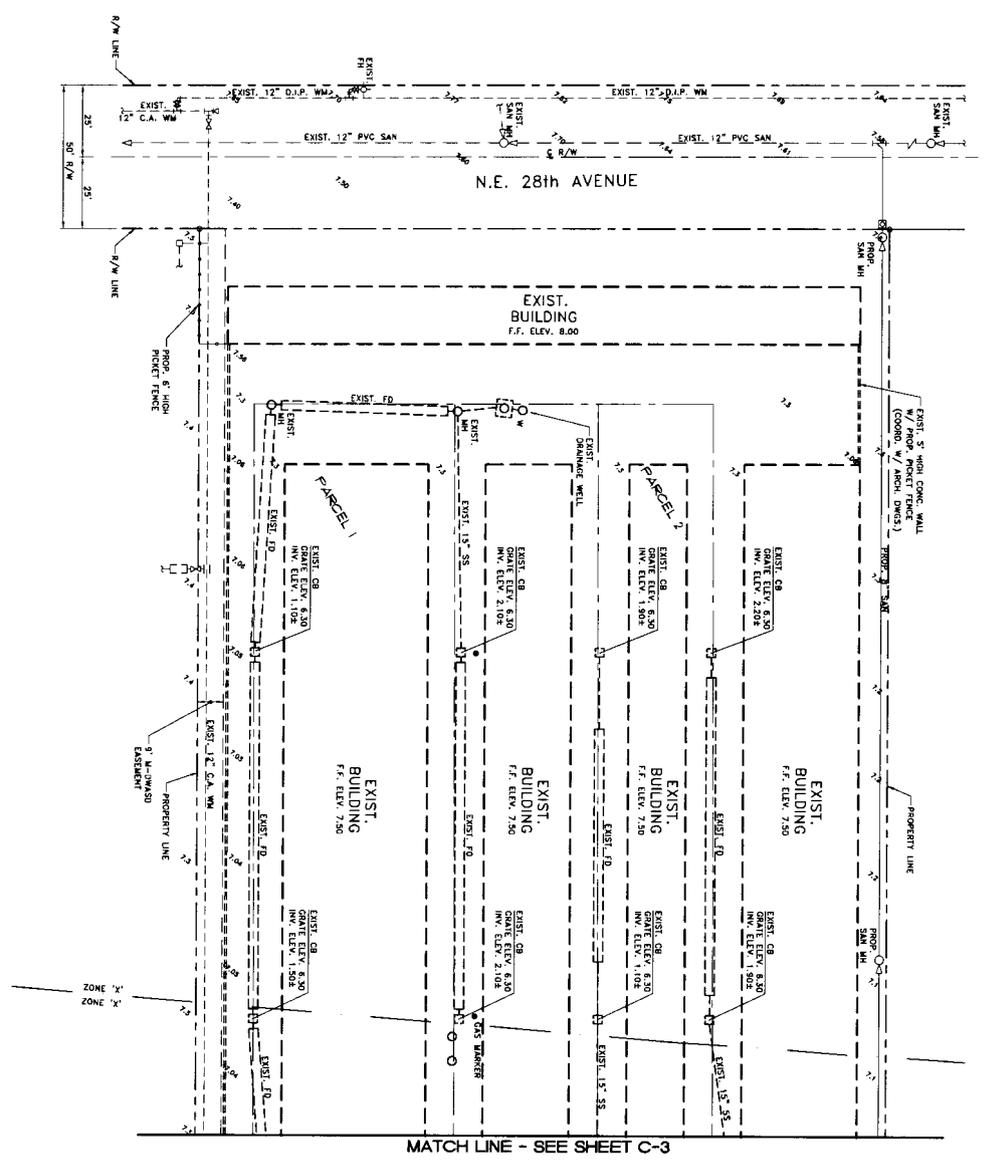
- STANDARD ASPHALTIC PAVEMENT
- EXISTING ASPHALTIC PAVEMENT
- NEW CONCRETE SLABS (COORD. W/ ARCH DWG'S)
- FINISH SPOT ELEVATION (SEE SHEET FOR ADDITIONAL INFORMATION)
- NEW STRUCTURE I.O.
- NEW CATCH BASIN
- NEW CLEAN OUT
- NEW STORM DRAINAGE PIPE
- FLOW ARROW
- EXIST. DRAINAGE WELL

NOTE: CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING ALL SITE DATA AND THE ACCURACY OF ALL SITE DATA.



Public Storage
Public Storage Aventura

811
ONE-811-CALL-811
BEFORE YOU DIG
THE 811 SERVICE IS FREE



PAVING-GRADING-DRAINAGE PLAN 'B'
SCALE: 1" = 20'

- LEGEND**
- STANDARD ASPHALTIC PAVEMENT
 - EXISTING ASPHALTIC PAVEMENT
 - NEW CONCRETE PAVEMENT (COORD. W/ ARCH. DWGS.)
 - EXISTING SPOT ELEVATION (SEE ARCH. DWGS.)
 - NEW SPOT ELEVATION (SEE ARCH. DWGS.)
 - NEW STRUCTURE I.O.
 - NEW CATCH BASIN
 - NEW CLEAN OUT
 - NEW STORM DRAINAGE PIPE
 - FLOW ARROW
 - EXIST. DRAINAGE WELL

NOTES
1. SEE SITE SURVEY FOR ADDITIONAL EXISTING SPOT ELEVATIONS

SEE ARCHITECTURAL SHEET FOR EXISTING SPOT ELEVATIONS AND SITE DATA.



TAO
Architecture + Design

1100 2nd Street, Suite 200
Portland, OR 97204
Phone: 503.228.8888
Fax: 503.228.8889
www.taoarch.com

Public Storage
Public Storage Aventura

1100 2nd Street, Suite 200
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Engineering & Surveying
Consulting Engineers & Surveyors, Inc.
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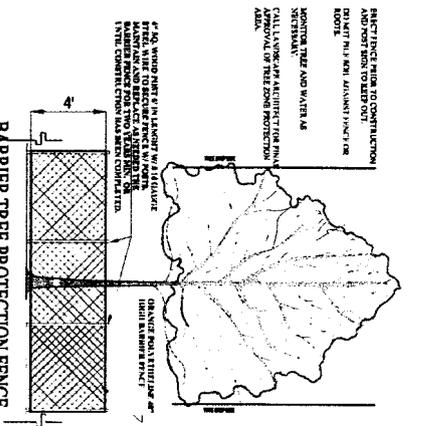
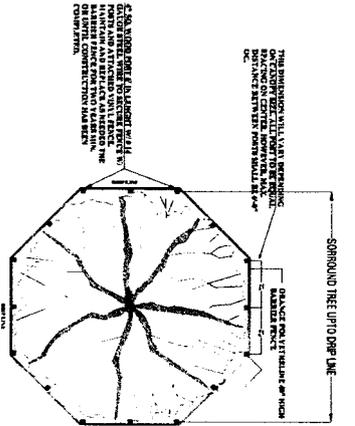
811
FROM WHAT'S BEHIND ALWAYS CALL 811 BEFORE YOU DIG

SPECIFICATIONS AND DETAILS

General Notes and Instructions:

Attention: Owner, General Contractor, City Reviewer, Landscape Contractor and any individual involved in this project:
The notes below are unconditional and there shall be no excuse that it has not been read or overlooked or followed.

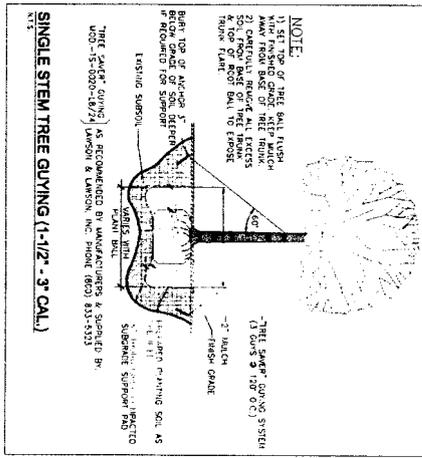
- The Plans are copyrighted and it is the ownership of Martino Corral, Landscape Architect for all the designs shown. Therefore, no copy or reproduction shall be made without his approval. By doing so, the individual or entity shall be liable and subjected to penalties, fines and possible damages to the full extent of the law.
- All drawings are the property of Martino Corral, Landscape Architect. Any reproduction, or use without his consent shall be subject to the full extent of the law.
- These drawings are for the sole purpose of this project. In the event it is used for another development without the knowledge of Landscape Architect, the contractor shall be liable for fines, penalties and possible damages to the full extent of the law.
- General Contractor at his own discretion (it is recommended) shall call for a meeting with Landscape Contractor and Landscape Architect to meet and discuss any questions prior, during and after installation of work.
- General Contractor shall be responsible to make the determination in consulting if Landscape Contractor has followed the plans, quality of plant materials, and proper installation procedures, to ensure approval inspection from City and for approval of payments to Landscape Contractor.
- General contractor and Landscape Contractor do not have the right or permission to change anything from Landscape Architectural plans as approved and submitted to the City OK County.
- General Contractor shall be responsible for the maintenance of the landscape. ANY TYPE OF RESPONSIBILITY and or knowledge of the Landscape Architect shall remain ALIENATE ANY TYPE OF RESPONSIBILITY and or knowledge of the Landscape Architect. The Landscape Architect or Designer shall be liable to the full extent of the Law for each change.
- In the event another Landscape Architect or Landscape Designer is called to make such revisions without the knowledge or consent of Martino Corral, Landscape Architect, the Landscape Architect or Designer shall be liable to the full extent of the Law for each change.
- All CAD Files, PDF files supplied to Architect or any engineer shall not be copied or used for any other project. Landscape Civil Files, photographs, and any other information on plans are the property of the Landscape Architect Martino Corral, and shall not be furnished to any entity without the consent of Martino Corral, Landscape Architect.
- Design Changes: Before and/or during the project process, if a change request is made by the plant materials, Landscape Contractor, or any other party, the General Contractor shall be responsible for the cost of the change. The Landscape Architect can make corrections and/or decide what action to take. No City or County Reviewer has the right to decide for the Landscape Architect the type of plant materials to use, unless it is specifically and unconditionally specified in the codes (i.e. Storm). The requirements for certain sections of City Master Plan). The Landscape Architect is not an unconditional responsible individual and qualified to make the final decision as to what is recommended.
- If a Contractor or City Reviewer/inspector has an issue with the order of plant materials, relations with an arborist is not advised to disapprove a plant. An explanation from reviewer will be fully welcomed as that the Landscape Architect can respond accordingly if a final reviewer has made a wrong decision or interpreted the plans incorrectly. If a contractor or City Reviewer has a specific plant material which the Landscape Architect deems inappropriate as to type and location, or cause a hazard and will be responsible for the cost of the change. The Contractor shall be responsible for the cost of the change. The Landscape Architect will be responsible for a Certified Landscaping Contractor. City Reviewer is to be the plant Landscape Architect Professional Liability Insurance in property.
- All plant materials to be Florida #1 or better as set by the State of Florida Grades and Standards 1998.
- Shore concerning installation. It is recommended that the Landscape Contractor visit the site and become familiar with the site. The Contractor shall be responsible for the cost of the change.
- Contractor shall have all utilities identified and carefully located for the safety, welfare of the public.
- During installation Landscape Contractor shall make all possible plans to secure areas of work from the public for their safety and welfare.
- Contractor must obtain all necessary permits prior to beginning installation. Any existing trees that must be removed or transplanted must first receive approval by the Department of Environmental Resources Management (DERM).
- All existing trees to remain shall be protected (if space is allowed) to the tree canopy, dip line to prevent damage to the tree or palm during construction. A not other V-shape 2' high with 2 1/4" post for anchoring can be used. Careful care for trees must be taken.
- Contractor must provide documentation that any Contract trees that they to be installed are numbered and certified as being free of disease and must be provided to the Planning and zoning department when seeking a permit for installation of plant materials and a copy sent to Landscape Architect for his record.
- Landscape Contractor Documentation that all newly proposed/installed plant materials submitted on the plan come from a government approved source (this is not exempt from need as a regular Florida nursery). This documentation shall be provided to the Architect for his records. (This is not applicable to Small Plants received within property). A copy must be sent to Landscape Architect.
- Landscape Contractor or Owners representative shall provide to City a schedule for the timely removal of tree and palm growing. This should be accomplished within a 12 month period after installation, and should NOT exceed the 12 month period.
- All live rock within planting areas shall be removed to a depth of 3' feet. Replace material with specified planting soil, as per section 15.
- After rock removal, all soil within planting blanks, some planting blanks, and any (plants) shall be removed to a depth of 3' feet. In the event a re-planting or establishing a new planting blank, used with the use of expanded cures over an existing existing planting, the same will apply as to removal of soil and live rock as stated above and the use of proper planting soil per Section 15 sign use.
- NO PLANTS SHALL BE PLANTED ON TOP OF ROOT BALL.
- Soil shall be thoroughly mix and delivered on site free of debris and rocks. Soil shall be dispensed prior to mixing for any trees, consolidation or weed and follow method as approved by the EPA and Nursery Owners Association. Soil shall have a 2' hour resting period.



Proper Palm Bracing - Use butting, metal straps brace and (3) Wood Brackets do not nail to trunk.



ALL SABAL PALMS SHALL BE TRIM BACK KNOWN AS HURRICANE CUT.



NOTE:
1) SET TOP OF THE BALL TUSH WITH HANGING GUYING WITH MULCH
2) CHECKFULLY BRACE ALL ACCESS
3) 20\"/>

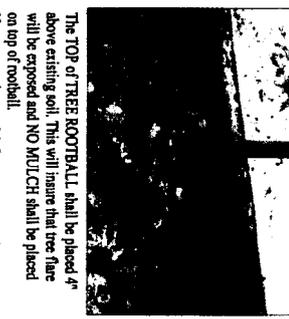
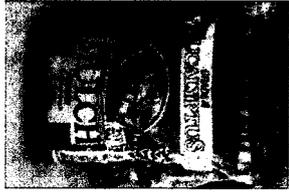
**SINGLE STEM TREE GUYING (1-1/2\"/>

Tree GUYING (1-1/2\"/>

1) SET TOP OF THE BALL TUSH WITH HANGING GUYING WITH MULCH
2) CHECKFULLY BRACE ALL ACCESS
3) 20\"/>

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2) CHECKFULLY BRACE ALL ACCESS
3) 20\"/>

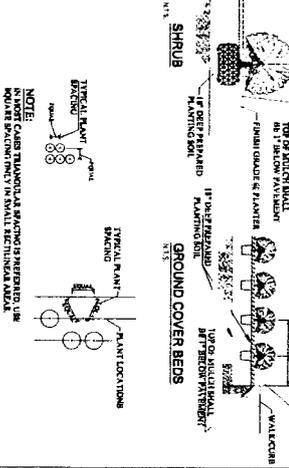
1) SET TOP OF THE BALL TUSH WITH HANGING GUYING WITH MULCH
2) CHECKFULLY BRACE ALL ACCESS
3) 20\"/>**



All planting done to use locally sourced plants and materials. All plants shall be certified by the Landscape Contractor will replace a new species.

The TOP OF TREE ROOTBALL shall be placed 4\"/>

If you must place mulch for appearance sake, lightly do so no more than 1/2\"/>



NOTE:
1) SET TOP OF THE BALL TUSH WITH HANGING GUYING WITH MULCH
2) CHECKFULLY BRACE ALL ACCESS
3) 20\"/>

TRIANGULAR SPACING
1) SET TOP OF THE BALL TUSH WITH HANGING GUYING WITH MULCH
2) CHECKFULLY BRACE ALL ACCESS
3) 20\"/>

RESOLUTION NO. 2013-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL PURSUANT TO SECTION 31-144(f)(2)j. OF THE CITY CODE TO PERMIT A SELF-SERVICE STORAGE FACILITY IN THE MO (MEDICAL OFFICE) DISTRICT; GRANTING APPROVAL OF VARIANCE FROM SECTION 31-144 (f)(4)d.3. OF THE CITY CODE TO PERMIT 29.7% OPEN SPACE, WHERE A MINIMUM OF 33% OPEN SPACE IS REQUIRED BY CODE; AND GRANTING APPROVAL OF VARIANCE FROM SECTION 31-144(f)(4)c. OF THE CITY CODE TO PERMIT A 20 FOOT WIDE REAR YARD SETBACK, WHERE A MINIMUM REAR YARD SETBACK OF 25 FEET IS REQUIRED BY CODE, FOR THE REDEVELOPMENT OF THE SELF SERVICE STORAGE FACILITY AT 21288 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property described herein is zoned MO, Medical Office District;
and

WHEREAS, the applicant, Public Storage, through Applications Nos. 01-CU-13 and 02-VAR-13, is requesting conditional use approval pursuant to Section 31-144(f)(2)j. of the City of Aventura Code of Ordinances ("Code") for a self-service storage facility in the MO, Medical Office District; and variance from Section 31-144(f)(4)d.3. of the Code to permit 29.7% open space, where a minimum of 33% open space is required by the Code; and variance from Section 31-144(f)(4)c. of the Code to permit a 20 foot wide rear yard setback, where a minimum 25 foot wide rear yard setback is required by the Code, and

WHEREAS, following proper notice, the City Commission has held a public hearing as provided by law; and

WHEREAS, the City Commission finds that the Application meets the criteria of the Code, to the extent the Application is granted herein.

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

Section 1. Application for conditional use approval pursuant to Section 31-144(f)(2)j. of the Code to permit a self-service storage facility in the MO, Medical Office

District; application for variance from Section 31-144(f)(4)d.3 to permit 29.7% open space, where a minimum of 33% open space is required by the Code, and application for variance from Section 31-144(f)(4)c. to permit a 20 foot wide rear yard setback, where a minimum 25 foot wide rear yard setback is required by the Code, on property legally described in Exhibit "A" to this resolution are hereby granted, subject to the following conditions:

1. The applicant shall obtain building permits for the proposed development within 12 months of the date of the approving resolution, failing which this approval shall be void. The applicant may request one six month extension of time to obtain building permits and the City Commission may, by resolution or motion, grant such extension of time upon showing of good cause by the applicant.
2. Plans shall substantially comply with those submitted, as follows:
 - "Public Storage", Cover/Location/Index, Sheet C-1, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - "Public Storage", ALTA/ACSM Land Title Survey, Sheet 1 of 2, prepared by Michael E. Petulla, P.L.S., dated 8/17/2012
 - "Public Storage", ALTA/ACSM Land Title Survey, Sheet 2 of 2, prepared by Michael E. Petulla, P.L.S., dated 8/17/2012
 - "Public Storage", Conceptual Site Plan, Sheet SP-1, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 1/25/13, signed and sealed 2/4/2013.
 - "Public Storage", Ground Floor Plan, Sheet A-1, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - "Public Storage", 2nd Floor Plan, Sheet A-2, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - "Public Storage", 3rd and 4th Floor Plan, Sheet A-3, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - "Public Storage", Roof Plan, Sheet A-4, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - "Public Storage", Elevation Plan, Sheet A-5, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - "Public Storage", West Elevation – Rear 1-Story Building Plan, Sheet A-6, prepared by Gustavo J. Carbonell, P.A., dated 8/13/2012, revised 12/4/2012, signed and sealed 2/4/2013.
 - "Public Storage", Overall Site Plan, Sheet C-1, prepared by Consulting Engineering & Science, Inc., dated 1/10/2013, signed and sealed 2/5/2013.
 - "Public Storage", Layout Plan, Sheet C-2, prepared by Consulting Engineering & Science, Inc., dated 1/10/2013, signed and sealed 2/5/2013.

- “Public Storage”, Paving, Grading and Drainage Plan “A”, Sheet C-3, prepared by Consulting Engineering & Science, Inc., dated 1/10/2013, signed and sealed 2/5/2013.
 - “Public Storage”, Paving, Grading and Drainage Plan “B”, Sheet C-4, prepared by Consulting Engineering & Science, Inc., dated 1/10/2013, signed and sealed 2/5/2013.
 - “Public Storage”, Site Details, C-5, prepared by Consulting Engineering & Science, Inc., dated 1/10/2013, signed and sealed 2/5/2013.
 - “Public Storage”, Drainage Details, C-6, prepared by Consulting Engineering & Science, Inc., dated 1/10/2013, signed and sealed 2/5/2013.
 - “Public Storage”, Landscape Site Plan, Sheet LP-1, prepared by Mariano Corral, Landscape Architect, dated 9/5/2012, revised 2/6/2013, signed and sealed 2/6/2013.
 - “Public Storage”, Specifications and Details, Sheet LP-2, prepared by Mariano Corral, Landscape Architect, dated 9/5/2012, revised 2/6/2013, signed and sealed 2/6/2013.
3. Any discontinuation of the approved conditional use for a period of 180 consecutive days shall constitute abandonment and shall rescind the approval of the conditional use.
 4. Prior to issuance of a building permit for the proposed development, the applicant shall provide to the City a recorded copy of a Unity of Title, in form satisfactory to the City Manager and City Attorney, to combine the two parcels comprising this development

Section 2. The City Manager is authorized to cause the issuance of permits in accordance with the approvals and conditions herein provided and to indicate such approvals and conditions upon the records of the City.

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

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

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

PASSED AND ADOPTED this 5th day of March, 2013.

Susan Gottlieb, Mayor

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk this ____ day of _____, 2013.

CITY CLERK

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL #1

Being a portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 51 South, Range 42 East, Dade County, Florida, as follows:

Beginning at a point on the west line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ located 273 feet north of the southwest corner of said SW $\frac{1}{4}$; Thence Run easterly parallel to and 272.948 feet north of the south line of said SW $\frac{1}{4}$ and SE $\frac{1}{4}$ 793.84 feet to the westerly right of way line of Federal Highway U.S. No. 1; Thence Run northeasterly along said right of way 100 feet; Thence Run westerly parallel to and 363.91 feet north of the south line of said SW $\frac{1}{4}$ and SE $\frac{1}{4}$ 837.29 feet to the said west line of SW $\frac{1}{4}$; Thence Run southerly along said west line 90.98 feet to the point of beginning.

PARCEL #2

That parts of Lots 3 and 4, Block 3 of Hallandale, lying westerly of the right of way of State Road #4, according to the plat thereof recorded in Plat Book "B", at Page 13 of the Public Records of Dade County, Florida, more particularly described as follows: Beginning at a point on the westerly boundary line of Lot 3, Block 3, said point being 150.05 feet south of the northwest corner of said Lot 3, Block 3; Run Thence easterly on the line parallel to the south line of said Lots 3 and 4, a distance of 908.47 feet to a point being on the westerly line of State Road #4 or Federal Highway U.S. #1; Thence Run in a southwesterly direction on the westerly line of State Road #4 a distance of 163.80 feet to a point; Thence Run along a line deflecting to the right $114^{\circ}31'49''$ said line being parallel to the south line of said Lots 3 and 4, Block 3, a distance of 837.29 feet to a point; Thence along a line deflecting $91^{\circ}13'03''$, to the right along the westerly line of Lot 3, Block 3, a distance of 149.05 feet to the point of beginning.

CITY OF AVENTURA

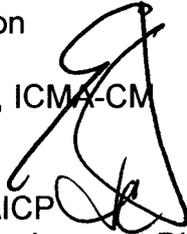
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director



DATE: February 14, 2013

SUBJECT: Variance requests by Aventura Fashion Island LP to facilitate the development of "Town Center Aventura" located at 2711 NE 187 Street, City of Aventura (03-VAR-13)

March 5, 2013 City Commission Meeting Agenda Item 6B

RECOMMENDATION

It is recommended that the City Commission take the following actions:

1. Approve the request for variance to permit common open space of 29.35% where a minimum 35% common open space is required by Code in the TC1 (Town Center) District; and
2. Approve the request for variance to permit an existing 8.4 foot wide and an existing 8.5 foot wide parking stall, where a minimum parking stall width of 9 feet is required by Code; and
3. Approve the request for variance to permit an existing 4 foot wide and an existing 5 foot wide setback to parking pavement, where a minimum 10 foot wide setback is required by Code; and
4. Approve the request for variance to permit an existing 5 foot wide and an existing 6 foot wide terminal island, where a minimum terminal island width of 7 feet is required by Code; and
5. Approve the request for variance to permit parking rows with more than nine contiguous parking spaces without a landscaped island, where a minimum of one 7 foot wide landscaped island for every nine parking spaces is required by Code; and

6. Approve the request for variance to permit an existing 0 foot wide, an existing 3.9 foot wide and an existing 4.8 foot wide divider median, where a minimum 7 foot wide divider median is required by Code

subject to the following conditions:

1. Plans shall substantially comply with those submitted as follows:

- “Town Center Aventura” Cover Sheet, Sheet C-1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Loehmann’s Fashion Island”, ALTA Survey, Sheet 1 of 2, prepared by Ford, Armenteros & Manucy, Inc., dated 6/29/10, last updated 1/30/13, signed and sealed.
- “Loehmann’s Fashion Island”, ALTA Survey, Sheet 2 of 2, prepared by Ford, Armenteros & Manucy, Inc., dated 6/29/10, last updated 1/30/13, signed and sealed.
- “Town Center Aventura” Overall Site Plan, Sheet C-2.1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Overall Pavement Marking & Signage Plan, Sheet C-2.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Overall Paving, Grading & Drainage Plan, Sheet C-2.3, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Civil Key Sheet, Sheet C-3, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Demolition & Erosion Control Plan “A”, Sheet C-4.1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Site Plan “A”, Sheet C-4.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Engineering Plan “A”, Sheet C-4.3, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Demolition & Erosion Control Plan “B”, Sheet C-5.1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Site Plan “B”, Sheet C-5.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Engineering Plan “B”, Sheet C-5.3, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Demolition & Erosion Control Plan “C”, Sheet C-6.1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Site Plan “C”, Sheet C-6.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Engineering Plan “C”, Sheet C-6.3, prepared by Bohler

- Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Demolition & Erosion Plan “D”, Sheet C-.1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura” Site Plan “D”, Sheet C-7.2, Sheet C-7.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura” Engineering Plan “D”, Sheet C-7.3, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura” Demolition & Erosion Control Plan “E”, Sheet C-8.1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura” Site Plan “E”, Sheet C-8.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura”, Engineering Plan “E”, Sheet C-8.3. Site Plan “E”, Sheet 8.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura”, Site Details, Sheet C-9, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed..
 - “Town Center Aventura”, Planting Plan – Entrance Drive, Sheet LP-1, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura”, Planting Plan – West Entrance Drive, Sheet LP-2, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura”, Planting Plan – South Entrance Drive, Sheet LP-3, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura”, Planting Plan – East Entrance Drive, Sheet LP-4, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura”, Planting Plan – North Entrance Drive, Sheet LP-5, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura”, Planting Plan – Pavilion Plaza, Sheet LP-6, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura”, Planting Plan – Overall Site, Sheet LP-7, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura”, Tree Disposition Plan – Overall Site, Sheet LP-8, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura”, Planting Specifications & Details, Sheet LP-9, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - “Town Center Aventura”, Floor Plan, Sheet A-1, prepared by Kent D. Hamilton, Architect, dated 12/13/12, signed and sealed 1/30/13.
 - “Town Center Aventura”, Elevations, Sheet A-2, prepared by Kent D. Hamilton, Architect, dated 12/13/12, signed and sealed 1/30/13.
 - “Town Center Aventura”, Elevations, Sheet A-3, prepared by Kent D. Hamilton, Architect, dated 12/13/12, signed and sealed 1/30/13.
 - “Town Center Aventura”, Gazebo Plan & Elevation, Sheet A-4, prepared by Kent D.

Hamilton, Architect, dated 12/13/12, signed and sealed 1/30/13.

- “Town Center Aventura”, Trash Enclosure Detail, Sheet DP-1, prepared by Kent D. Hamilton, Architect, dated 12/13/12, signed and sealed 1/30/13.
- “Town Center Aventura”, Site Lighting Plan, Sheet ESP-1, prepared by Kent D. Hamilton, Architect, dated 12/13/12, signed and sealed 1/30/13.

2. Building permits for the proposed development shall be obtained within twelve (12) months of the date of the Resolution or the approvals granted shall be deemed null and void unless extended by a motion of the City Commission.

3. Prior to issuance of a building permit, the applicant shall record this resolution in the Public Records of Miami-Dade County. All expenses of such recordation shall be borne by the applicant.

4. Prior to issuance of a Certificate of Occupancy or Certificate of Completion for the lifestyle center improvements, the applicant shall either:

a. Provide to the City a recorded copy of a modification to the Reciprocal Easement Agreement between the applicant and the Venture condominium approving the reconfiguration of the turning circle and access road as shown on the improvement plans submitted with this Application 03-VAR-13; or

b. In the event that the applicant fails to obtain such modification of the Reciprocal Easement Agreement, the applicant shall apply for revisions to the approved site plan and variances in accordance with Section 31-76(h) and Section 31-79(j) of the Code to amend the approved plans to provide for strict compliance with the access road configuration provided for in the effective Reciprocal Easement Agreement, and the applicant shall relocate the access road configuration in accordance with such final approvals.

5. No future expansion of floor area in the Lifestyle Center shall be permitted until all parking areas have been brought into strict compliance with the City Code.

THE REQUESTS

The applicant, Aventura Fashion Island LP, is requesting the following (See Exhibit #1 for Letter of Intent):

1. Variance from Section 31-145 (b)(5) h. to allow common open space of 29.35%, where a minimum 35% common open space is required by Code for the TC1 (Town Center) District; and

2. Variance from Section 31-171(a)(6) to allow an existing 8.4 foot wide and an existing 8.5 foot wide parking stall, where a minimum width of 9' is required by Code; and

3. Variance from Section 31-171(a)(7) to allow an existing 4 foot wide and an existing foot wide setback to parking pavement, where a minimum 10 foot wide setback is required by Code; and
4. Variance from Section 31-221(i) (3)a.1. to allow an existing 5 foot wide and an existing 6 foot wide terminal island, where a minimum terminal island width of 7 feet is required by Code; and
5. Variance from Section 31-221(i)(3)a.2. to allow parking rows with more than nine contiguous parking spaces without a landscaped island, where a minimum of one 7 foot wide landscaped island for every nine parking spaces is required by Code; and
6. Variance from Section 31-221(i)(3)a.2. to allow an existing 0 foot wide, an existing 3.9 foot wide and 4.8 foot wide divider median, where a minimum 7 foot wide divider median is required by Code,

all on the property known as the Town Center Aventura plaza located at 2711 NE 187 Street, City of Aventura.

BACKGROUND

OWNER OF PROPERTY	Aventura Fashion Island LP
APPLICANT	Aventura Fashion Island LP
ADDRESS OF PROPERTY	East side of Biscayne Boulevard between NE 187 Street and NE 191 Street, municipal address 2711 NE 187 Street (See Exhibit #2 for Location Plan)
SIZE OF PROPERTY	Overall Town Center site is 26.22 acres Lifestyle Center site is 19.94 acres
LEGAL DESCRIPTION	Part of Tracts A and B, Regina Square Subdivision, Plat Book 113, Page 27 of the Public Records of Miami-Dade County, Florida, City of Aventura (see Exhibit #3 for complete legal description)

Zoning -

Subject Property:	TC1, Town Center District and B3, Heavy Business District
Properties to the North:	B2, Community Business District
Properties to the South:	B2, Community Business District
Properties to the East:	TC1, Town Center District and TC2, Town Center Marine District

Properties to the West: Biscayne Boulevard and FEC Railway

Existing Land Use -

Subject property: Commercial Plaza
Properties to the North: Commercial
Properties to the South: Commercial and Residential
Properties to the East: Commercial and Residential
Properties to the West: Biscayne Boulevard and FEC Railway

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

Subject property: Town Center
Property to the North: Town Center
Property to the South: Business and Office
Property to the East: Town Center
Property to the West: Business and Office

The Site – The subject site is located on the east side of Biscayne Boulevard between NE 187 Street and NE 191 Street, known as the Town Center Aventura plaza with municipal address 2711 NE 187 Street, City of Aventura.

The Project – The applicant has applied for site plan approval to develop a lifestyle center as Phase II of the Town Center. A lifestyle center is a permitted use in the TC1 (Town Center) zoning district.

The lifestyle center project is proposed to replace the mixed-use Town Center project approved in 2003 as Phase II of the master plan for the overall site. Phase I is the existing Venture East and Venture West residential condominium buildings. The current proposal is a \$5,545,000 million upgrade to the existing plaza to create a lifestyle center as Phase II of the overall Town Center master plan , including the following:

1. Demolition of approximately 3,000 square feet of the existing one story retail buildings to provide entrances to a new major tenant and improve pedestrian circulation in the plaza;
2. Addition of approximately 1,000 square feet to existing tenant spaces with plans for future addition of 5,200 square feet of retail space. The net increase in floor area resulting from the demolition and new addition is 3310 square feet of retail space.
3. Reconfiguration of the entrance drive from Biscayne Boulevard, including new landscaping, and construction of a new exit drive at the northwest limit to improve traffic circulation on site;

3. Reconfiguration of five parking fields to add 20 new parking spaces;
4. Improvement of all building facades;
5. Improvement to all pedestrian walkways, including new pavers, water features, seating areas, decorative landscaping and gazebo;
6. New pedestrian sidewalk connections from Biscayne Boulevard, NE 29 Avenue and NE 187 Street;
7. Drainage improvements to connect all wells on site;
8. Construction of a new service drive along the east boundary of the plaza with the existing residential building, to provide for access to the loading area for the new anchor tenant. This service drive will include reconfiguration of the turning circle at the Venture West condominium and a new parking area to the west. This will require a modification to the Reciprocal Easement Agreement between the applicant and the Venture;
9. Construction of a shelter and shuttle bus stop and bike racks in the plaza; and
10. An increase of approximately 8,700 square feet of green space and an increase of approximately 18,000 square feet of common open space.

ANALYSIS

Consistency with Comprehensive Master Plan - The request is consistent with the City of Aventura Comprehensive Plan. The future land use designation of the parcel is Town Center. This proposed development is Phase II of the Town Center, with the residential portion previously developed as Phase I, and is consistent with the purpose and design of a Town Center as described in the Comprehensive Plan.

Citizen Comments – As of the date of writing of this report, no written or verbal complaints/comments from citizens have been received.

Community Development Department Analysis – The applicant has submitted its application for site plan approval to redevelop the existing one story retail plaza into a lifestyle center. Although the applicant proposes many beneficial improvements and upgrades to the plaza, some of the existing conditions of the current configuration which was built prior to adoption of the City's Land Development Regulations, including parking fields and open space, do not comply with current site development criteria of the City Code.

City staff has reviewed the site plan submitted by the applicant and finds that it does comply with the following site development criteria:

1. Minimum lot size and width;

2. Maximum lot coverage;
3. Maximum floor area ratio;
4. Maximum height;
5. Minimum number of parking spaces;
6. Minimum front, side street and rear yard setbacks;
7. Maximum residential to non-residential density/intensity required by the Town Center zoning district.

The lifestyle center proposal does not comply with the following six (6) site development criteria of the City Code, those being; the minimum percentage of open space, the minimum size of parking spaces, the minimum setback of parking pavement to the right of way, the minimum perimeter landscape buffers for parking areas, the minimum width of parking area terminal islands and divider medians and minimum width and number of interior islands. The applicant has requested approval of variances to these six criteria. Exhibit #4 to this report shows the location of each of the requested variances.

Criteria for Review - The standards of review for variance requests are found in Section 31-76(e)(1) through (5) inclusive of the City's Land Development Regulations. The Code states that "*a variance shall be granted only where competent and substantial evidence presented in the particular case shows that all of the following [standards of review] are met...*" Each variance request is evaluated below using those standards of review.

Request #1: Variance from Section 31.145(b)(5) of the City's Land Development Regulations to allow 29.35% open space, where a minimum of 35% open space is required by Code.

The TC1 (Town Center) zoning district site development criteria requires that a minimum of 35% of the total lot area shall be provided as common open space, of which a minimum of 17.5% shall be landscaped with grass and vegetation and the remaining 17.5% may be used for recreational facilities, amenities, pedestrian walks, entrance landscaping and features or maintenance facilities. The site plan application proposes 19.52% landscaped green space and 9.82% common open space consisting of amenities, pedestrian walks, entrance landscaping and features.

The following is an analysis of Section 31-76(e) of the City Code as it relates to this request.

- (1) *The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.*

The applicant advises that the hardship at this location is caused by particular physical condition of the property, that is, the existing built condition of the plaza creates the reduced open space area. While the applicant has increased the open green space

through parking field and entrance drive reconfiguration and has increased open common space through demolition of portions of the existing buildings, the resulting 29.35% open space does not meet the 35% required by Code.

- (2) *The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.*

The applicant advises that the conditions upon which the request for variance are unique to this parcel and would not be generally applicable to other property within the vicinity. The development was built prior to the adoption of the City Code and is constrained by previous development of the Phase I residential buildings.

- (3) *The alleged difficulty or hardship is not economic and has not been deliberately created to establish a use or structure, which is not otherwise consistent with the LDR.*

The applicant's difficulty is not economic in nature and the difficulty was not deliberately created by the applicant.

- (4) *The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.*

The variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity. The proposed improvements to the building facade, amenities, parking, traffic circulation, sidewalks and drainage improvements will be a benefit to the public.

- (5) *The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.*

The variance will not substantially increase traffic congestion or increase the danger of fire or endanger the public safety or substantially diminish or impair property values. There are proposed traffic circulation improvements on site that will benefit all users.

Request #2: Variance from Section 31.171(a)(6)a. of the City's Land Development Regulations to allow a parking stall width of 8.4 feet and 8.5 feet, where a minimum parking stall width of 9 feet is required by Code.

The proposed site plan includes reconfiguration of four parking rows along Biscayne Boulevard and the new entrance drive from Biscayne Boulevard, with nineteen new spaces and interior islands. All new spaces and islands comply with the size requirements of the City Code. The remaining existing spaces in the parking row adjacent to Biscayne Boulevard south of the entrance drive are 8.4 feet wide. The

remaining existing spaces in the parking row adjacent to Biscayne Boulevard to the north of the entrance drive are 8.5 feet wide.

The following is an analysis of Section 31-76(e) of the City Code as it relates to this request.

- (1) *The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.*

The applicant advises that the hardship at this location is caused by particular physical condition of this property. The applicant has added new parking spaces that comply with the size of space and number of spaces between interior islands, however, the applicant advises that reconfiguration of the rest of the parking row to comply with City Code would result in a loss of spaces that would not be beneficial to the plaza users.

- (2) *The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.*

The applicant advises that the non-conforming size of parking space and the loss of number of parking spaces in order to bring the parking row into compliance makes this request unique and not generally applicable to other property within the vicinity.

- (3) *The alleged difficulty or hardship is not economic and has not been deliberately created to establish a use or structure, which is not otherwise consistent with the LDR.*

The applicant's difficulty is not economic in nature and the difficulty was not deliberately created by the applicant. The non-conforming condition is existing.

- (4) *The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.*

The variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.

- (5) *The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.*

The variance will not substantially increase traffic congestion or increase the danger of fire or endanger the public safety or substantially diminish or impair property values.

Request #3: Variance from Section 31.171(a)(7) of the City's Land Development Regulations to allow a 4 foot wide landscaped setback from the public right of

way to the edge of parking pavement along the south side of the parking area and to allow a 5 foot wide landscaped setback from the public right of way to the edge of parking pavement along the west side of the parking area, where a minimum 10 foot wide landscaped setback is required by Code.

The landscaped setback to the existing parking pavement along NE 187 Street is 4 feet and the existing parking pavement landscaped setback along Biscayne Boulevard is 5 feet. The minimum 10 foot wide setback is required by Code. The applicant is requesting this variance to maintain the existing parking rows.

The following is an analysis of Section 31-76(e) of the City as it relates to this request.

- (1) *The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.*

The applicant advises that the hardship at this location is caused by particular physical condition of this property. The parking setbacks of 4 feet and 5 feet are an existing condition. In order to comply with the Code, a potential loss of 70 parking spaces may occur.

- (2) *The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.*

The applicant advises that the non-conforming setback of parking space and the potential loss of number of parking spaces in order to bring the parking rows along Biscayne Boulevard and NE 187 Street into compliance make this request unique and not generally applicable to other property within the vicinity

- (3) *The alleged difficulty or hardship is not economic and has not been deliberately created to establish a use or structure, which is not otherwise consistent with the LDR.*

The applicant's difficulty is not economic in nature and the difficulty was not deliberately created by the applicant. The non-conforming condition is existing.

- (4) *The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.*

The variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity. There is a 10 foot wide public sidewalk on Biscayne Boulevard to the west of the parking pavement setback, providing a 15 foot wide setback to the edge of pavement in the right of way. There is a 7 foot wide public sidewalk on NE 187 Street to the south of the parking pavement setback, providing an

11 foot wide setback to the edge of pavement in the right of way.

- (5) *The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.*

The variance will not substantially increase traffic congestion or increase the danger of fire or endanger the public safety or substantially diminish or impair property values. The non-conforming conditions are existing.

Request #4: Variance from Section 31.221 (i)(3)a.1 of the City's Land Development Regulations to allow a 5 foot wide terminal landscaped island in a parking row and to allow a 6 foot wide terminal landscaped island in a parking row, where a minimum 7 foot wide landscape island at both ends of parking rows is required by Code.

The reduced terminal island width of 5 feet and 6 feet occurs the terminus of the center parking row of the parking field in the northwest corner of the site. The condition is existing.

The following is an analysis of Section 31-76(e) of the City as it relates to this request.

- (6) *The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.*

The applicant advises that the hardship at this location is caused by particular physical condition of this property. The 5 foot wide and 6 foot wide terminal island in the center parking row of the parking field in the northwest corner of the strip is existing. In order to comply with the Code, a potential loss of 6 parking spaces may occur.

- (7) *The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.*

The applicant advises that the non-conforming terminal island widths and the potential loss of number of parking spaces in order to bring the buffer strip into compliance makes this request unique and not generally applicable to other property within the vicinity

- (8) *The alleged difficulty or hardship is not economic and has not been deliberately created to establish a use or structure, which is not otherwise consistent with the LDR.*

The applicant's difficulty is not economic in nature and the difficulty was not deliberately

created by the applicant. The non-conforming condition is existing.

- (9) *The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.*

The variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.

- (10) *The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.*

The variance will not substantially increase traffic congestion or increase the danger of fire or endanger the public safety or substantially diminish or impair property values. The non-conforming conditions are existing.

Request #5: Variance from Section 31.221 (i)(3)a.2 of the City's Land Development Regulations to allow parking rows with more than nine contiguous parking spaces without a landscaped island, where a minimum of one 7 foot wide landscape island for every nine parking spaces is required by Code.

The non-compliant condition occurs in (1) the parking row adjacent to Biscayne Boulevard to the north of the entrance drive, where there are 12 contiguous parking spaces without a landscaped island; (2) in the parking row adjacent to Biscayne Boulevard to the south of the entrance drive, where there are 12 contiguous parking spaces in a row without a landscaped island; (3) in the parking row to the south of the plaza buildings, where there are 10 spaces and 11 spaces without a landscaped island; and (4) in the center parking rows in the northwest corner of the site, where there are 15 contiguous parking spaces without a landscaped island.

Conditions (1) and (2) above occur as a result of the addition of 2 new parking spaces to each row. Condition (3) above occurs as a result of the addition of 1 new parking space to each row and due to the reconfiguration of existing parking fields to the east. Condition (4) is existing.

The following is an analysis of Section 31-76(e) of the City as it relates to this request.

- (11) *The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.*

The applicant advises that the hardship at this location is caused by particular physical condition of this property. The applicant has added 20 new parking spaces to the site and has reconfigured 8 parking rows to comply with City Code. In order to increase the number of parking spaces for user convenience, some rows lack the landscaped island required by Code for each nine contiguous spaces.

- (12) *The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.*

The applicant advises that the existing non-conforming rows and the resultant loss of number of parking spaces in order to bring the parking rows into compliance makes this request unique and not generally applicable to other property within the vicinity

- (13) *The alleged difficulty or hardship is not economic and has not been deliberately created to establish a use or structure, which is not otherwise consistent with the LDR.*

The applicant's difficulty is not economic in nature and the difficulty was not deliberately created by the applicant.

- (14) *The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.*

The variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.

- (15) *The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.*

The variance will not substantially increase traffic congestion or increase the danger of fire or endanger the public safety or substantially diminish or impair property values.

Request #6: Variance from Section 31.221(i)(3)a.2 of the City's Land Development Regulations to allow a 0 foot wide divider median, a 3.9 foot wide divider median and a 4.8 foot wide divider median for abutting rows of parking spaces or for rows abutting an interior driveway, where a minimum 7 foot wide divider median is required by Code.

The reduced width of divider median occurs (1) in the abutting center parking rows of the northwest parking field, where no divider median exists; and (2) in the parking row south of the plaza buildings, where a 3.9 foot wide divider median exists; and (3) in the parking row north of the plaza buildings, where a 4.8 foot wide divider median exists.

The following is an analysis of Section 31-76(e) of the City as it relates to this request.

- (16) *The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.*

The applicant advises that the hardship at this location is caused by particular physical condition of this property. The abutting rows of parking without a divider median, the 3.9 foot wide divider median and the 4.8 foot wide divider median are all existing conditions. In order to comply with the Code, a potential loss of 34 parking spaces may occur.

- (17) *The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.*

The applicant advises that the non-conforming divider median widths and the potential loss of number of parking spaces in order to bring the median widths into compliance makes this request unique and not generally applicable to other property within the vicinity

- (18) *The alleged difficulty or hardship is not economic and has not been deliberately created to establish a use or structure, which is not otherwise consistent with the LDR.*

The applicant's difficulty is not economic in nature and the difficulty was not deliberately created by the applicant. The non-conforming condition is existing.

- (19) *The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.*

The variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.

- (20) *The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.*

The variance will not substantially increase traffic congestion or increase the danger of fire or endanger the public safety or substantially diminish or impair property values. The non-conforming conditions are existing.



BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: 305-377-6238
E-MAIL: mmarrero@brzoninglaw.com

VIA FACSIMILE AND E-MAIL

February 14, 2013

Ms. Joanne Carr
Community Development Director
City of Aventura
19200 West Country Club Drive, 4th Floor
Aventura, Florida 33180

COMMUNITY DEVELOPMENT
CITY OF AVENTURA

FEB 21 2013

INITIAL _____

Re: Variances for Town Center Aventura at 2711 NE 187 Street, Aventura, Florida

Dear Joanne:

This law firm represents Aventura Fashion Island, LP and Turnberry Associates, Inc. (the "Applicant"), with regard to an application for several variances required for a proposed lifestyle center, Town Center Aventura at 2711 NE 187th Street (the "Property").

The Applicant acquired the area designated Town Center and zoned TC1, in 2006 with plans of redeveloping the existing Loehmann's Plaza. Then, the TC1 zoning district only permitted B1 commercial uses within the center. It had always been the Applicant's intention to work with the City to expand the permitted uses, while still maintaining the Town Center's character. In 2010, the Applicant proposed a limited code amendment to permit a slight expansion of the permitted uses in TC1. The amendment, which was approved by the City Commission, permitted certain uses (including book stores, pet shops dancing and theater academies and furniture stores) at higher square footages than were otherwise permitted in TC1. Unfortunately, these specific changes were never utilized by potential tenants, and the Applicant is now proposing a more global change that will permit a Lifestyle Center at Loehmann's Plaza.

Exhibit #1
03-VAR-13

The Applicant continued to work with staff to craft an ordinance that would help revive the center, in addition to being consistent with the objectives of the underlying Town Center. Ultimately, the Lifestyle Center concept arose as something that would achieve the retail commercial goals of the center, while still upholding many of the elements that make a town center unique, including pedestrian walkways, street furniture, water features and gathering areas. The ordinance permitting a Lifestyle Center with the Town Center district was approved earlier this year.

While the Property is currently a retail commercial center, generally similar to what is proposed, there are several important changes that are intended to improve the customer and pedestrian experience on the site. The proposed site plan includes many additional features that were part of the conceptual discussions during the Lifestyle Center legislative process. These include a fountain, a gazebo, additional and updated landscape, and improved pedestrian walkways and circulation.

Furthermore, the green space was increased from 104,196 square feet to 112,930 square feet and the common space was increased significantly from 57,580 square feet to 75,539 square feet. This resulted in an increase to the overall open space from 161,776 square feet to 188,469 square feet. The parking spaces on the site were also increased from 1,001 spaces to 1,050 spaces. Additionally, the floor area ratio (FAR) for the site was decreased from 0.245 to 0.218, which will further provide for a more open and landscaped project.

The project requires several variances to the Town Center regulations. First, a variance to Section 31-171(a)(6)(a) will be required to permit the retention of the existing parking lot dimensions. This section requires that each parking space be not less than 9 feet in width and 18 feet in length. The existing spaces in the center were built prior to the City's incorporation and the adoption of this code requirement. Thus they have remained as legally nonconforming up to this point. Adhering to this code requirement would have a devastating effect on the center as it would result in the loss of over 100 spaces. A variance to Section 31-171(a)(7) is required for similar reasons. This section requires the edge of all parking pavement and access roads to be set back a minimum of 10 feet from the right of way. Again, the existing conditions do not comply with this later adopted requirement.

The proposed plan provides for a great deal more landscaping than currently exists on the site, and more than was approved previously. However,

it still falls short of the existing code requirement in certain areas. For example, a variance will be required from Section 31-221(i)(2), pertaining to the width of landscape buffers - which remain nonconforming. Similarly, a variance will be required from Section 31-221(i)(3)(a)(1) regarding all contiguous rows of parking to be terminated by landscaped islands. Finally, a variance to Section 31-221(i)(3)(a)(2), which requires that all landscaped interior islands be at least seven feet in width and 90 square feet in size, and shall be located at every nine parking spaces. Finally, a variance from Section 31-145 (b)(5)(h) will be required to allow common open space of 29.35%, where a minimum 35% common open space is required by Code. Overall, these variances are necessary to ensure that the site retains as much of the existing parking as possible. Full compliance with the code would result in a severe diminishing of the parking count at the center.

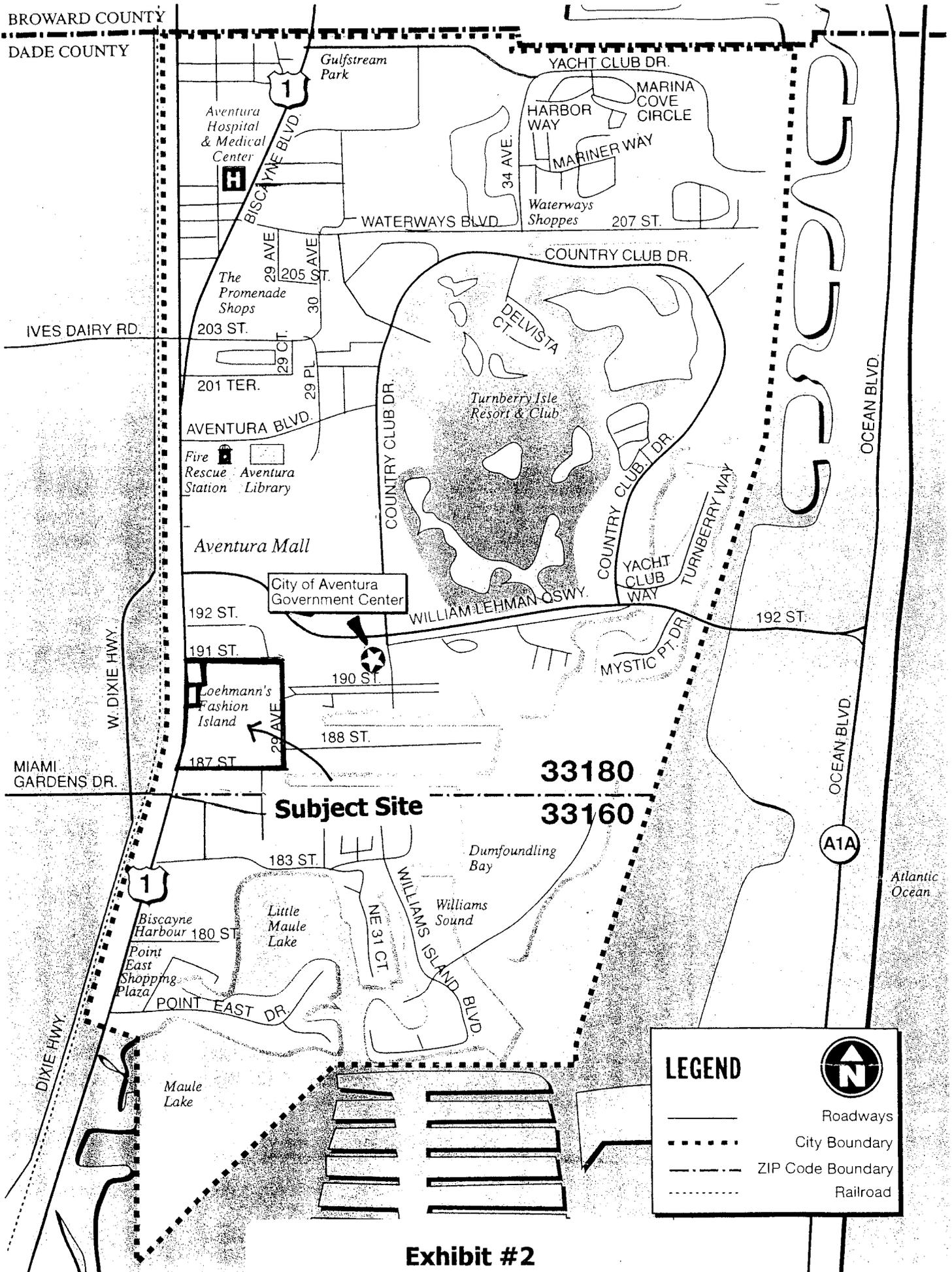
For all the foregoing reasons, the applicant respectfully requests your department's favorable review and recommendation of this variance application. Should you have any questions, comments, or require additional information, please do not hesitate to phone my direct line at (305) 377-6238.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'MA', with a long horizontal stroke extending to the right.

Michael J. Marrero

BROWARD COUNTY
DADE COUNTY



Subject Site

33180

33160

LEGEND

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



Exhibit #2
03-VAR-13

Exhibit #3
03-VAR-13

LEGAL DESCRIPTION OF PROPERTY

A portion of Tracts A & B, Regina Square Subdivision, according to the Plat thereof, as recorded in Plat Book 113, at Page 27, of the Public Records of Miami- Dade County, Florida, being more particularly described as follows:

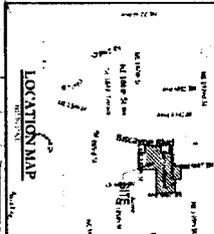
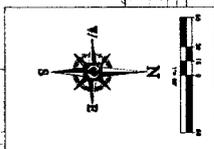
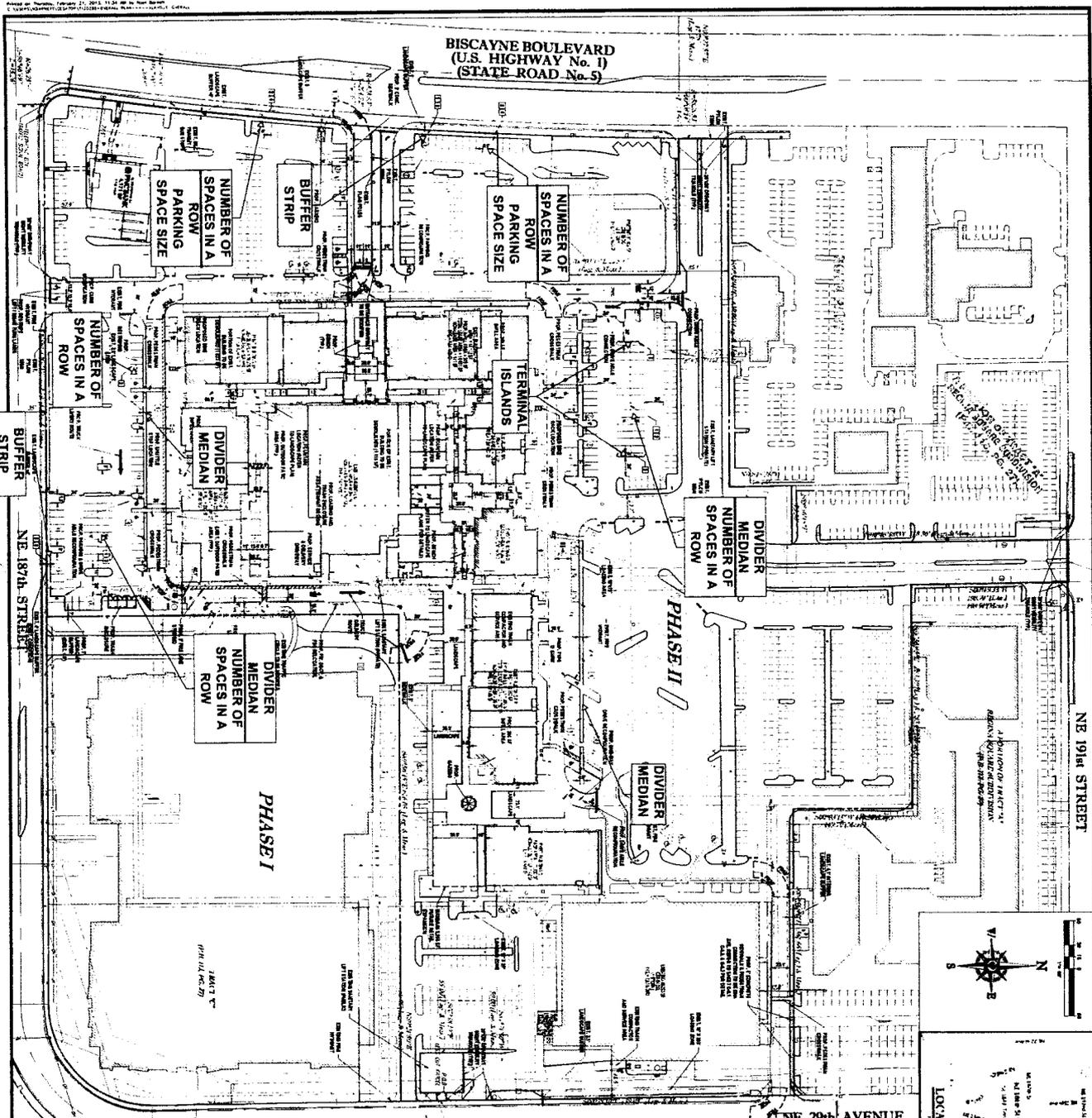
Commence at the Northwest corner of said Tract A; thence South $84^{\circ}49'44''$ East, along the north line of said Tract A; for 223.65 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue South $89^{\circ}49'44''$ East along the north line of said Tract A for 53 feet; thence South $00^{\circ}45'38''$ East for 198.74 feet; thence South $89^{\circ}56'45''$ East for 283.39 feet; thence South $00^{\circ}03'15''$ West for 149.50 feet to a point on the south line of said Tract A; thence South $89^{\circ}56'45''$ East along the south line of said Tract A also being the north line of said Tract B for 361.66 feet to the northeast corner of said Tract B; thence South $00^{\circ}38'10''$ East along the east line of said Tract B for 496.76 feet; thence North $89^{\circ}56'45''$ West along the northerly boundary of The Venture at Aventura, a Condominium for 616.05 feet; thence South $00^{\circ}03'15''$ West along the west line of said The Venture At Aventura, a Condominium for 443.27 feet; thence North $89^{\circ}56'45''$ West along the south line of said Tract B for 632.79 feet to a point of curvature; the following three (3) courses being along the Easterly right of way of Biscayne Boulevard, U.S. Highway No. 1 per O.R.B. 17360, Page 3655 of said Public Records of Miami-Dade County, Florida. (1) thence Northwesterly and Northeasterly along a 26.25 foot radius curve leading to the right through a central angle $98^{\circ}46'49''$ for an arc of 45.26 feet to a point of reverse curvature; (2) thence Northeasterly along a 4709.83 foot radius curve leading to the left through a central angle of $3^{\circ}17'00''$ for an arc of 269.90 feet to a point of compound curvature; (3) thence Northeasterly along a 5828.53 foot radius curve leading to the left through a central angle of $2^{\circ}42'02''$ for an arc of 274.72 feet; the following three courses being along the Southerly, Easterly and Northerly boundary line of Jaffe Building, Inc. property as described in O.R.B. 19137 at Page 2349 of the Public Records of Miami-Dade County, Florida. (1) thence South $89^{\circ}56'45''$ East for 178.24 feet; (2) thence North $00^{\circ}03'15''$ East for 228.32 feet; (3) thence North $89^{\circ}52'41''$ West for 171.56 feet to a point on a circular curve concave to the West and whose radius bears North $89^{\circ}23'49''$ West; the following two courses being along said Easterly right of way line of Biscayne Blvd., U.S. Highway No. 1. (1) thence Northeasterly along a 5828.53 foot radius curve leading to the left through a central angle of $00^{\circ}08'14''$ for an arc of 13.96 feet to a point of tangency; (2) thence North $00^{\circ}27'57''$ East for 47.78 feet; the following three courses being along the Northerly and Westerly boundary of said Tract B; (1) thence South $89^{\circ}52'41''$ East for 439.96 feet; (2) thence North $00^{\circ}45'38''$ West for 78.26 feet; (3) thence South $89^{\circ}56'45''$

East for 73.50 feet; thence North 00°45'38" West for 348.36 feet to the Point of Beginning.

LESS AND EXCEPT therefrom those lands conveyed to Miami-Dade County by Warranty Deed recorded in Official Records Book 24625, Page 468 and Official Records Book 25690, Page 3708, Public Records of Miami-Dade County, Florida and being described as follows:

A portion of Tract B, Regina Square Subdivision, according to the Plat thereof as recorded in Plat Book 113, Page 27 of the Public Records of Miami-Dade County, Florida, lying in the SW ¼ of Section 3, Township 52 South, Range 42 East, City of Aventura, Miami-Dade County, Florida and being more particularly described as follows:

Commence at the Northeast corner of Tract C of said Regina Square Subdivision according to the Plat thereof as recorded in that Plat Book 113, Page 27 said corner being a point on the West right of way line of N.E. 29th Avenue; thence N 00°38'10" W along said West right of way line and East line of said Tract B for 98.01 feet to the Point of Beginning of hereinafter described parcel of land; thence continue N 00°38'10" W along said West right of way line and said East Tract line for 12.00 feet, the following seven courses being perpendicular to or parallel with the preceded course: (1) thence S89°21'50"W for 10.00 feet; (2) thence N00°38'10"W for 22.67 feet; (3) thence S89°21'50"W for 50.00 feet; (4) thence S00°38'10"E for 55.00 feet; (5) thence N89°21'50"E for 50.00 feet; (6) thence N00°38'10"W for 20.33 feet; (7) thence N89°21'50"E for 10.00 feet to the point of beginning.



LEGEND

	EXISTING BUILDING
	PROPOSED BUILDING
	EXISTING PARKING SPACE
	PROPOSED PARKING SPACE
	EXISTING MEDIAN
	PROPOSED MEDIAN
	EXISTING BUFFER STRIP
	PROPOSED BUFFER STRIP
	EXISTING ROAD
	PROPOSED ROAD
	EXISTING UTILITY
	PROPOSED UTILITY

SITE DATA TABLE (PHASE I - LIBERTY CENTER)

OWNER	AMERICAN AIRPORTS INC.
PROJECT ADDRESS	3701 NE 187th STREET, MIAMI, FL
PROJECT TYPE	COMMERCIAL CENTER
PROJECT AREA	10.0 ACROSS
PROJECT PERMITS	PLANNING, ZONING, ENVIRONMENTAL, CONSTRUCTION
PROJECT PHASES	PHASE I - LIBERTY CENTER
PROJECT STATUS	PROPOSED
PROJECT DATE	10/15/2010
PROJECT DRAWING NO.	10/15/2010-01
PROJECT SCALE	1/8" = 1'-0"
PROJECT SHEET NO.	1 OF 2

OFF-PROJECT PLANNING TABLE (PHASE I - LIBERTY CENTER)

OFF-PROJECT PLANNING	PLANNING	10/15/2010
OFF-PROJECT PLANNING	ZONING	10/15/2010
OFF-PROJECT PLANNING	ENVIRONMENTAL	10/15/2010
OFF-PROJECT PLANNING	CONSTRUCTION	10/15/2010
OFF-PROJECT PLANNING	UTILITY	10/15/2010

MASTER PLAN DATA TABLE (PHASE I - VENTURE CONDO & RETAIL)

PHASE I - VENTURE CONDO & RETAIL	10/15/2010
PHASE II - LIBERTY CENTER	10/15/2010
PHASE III - LIBERTY CENTER	10/15/2010
PHASE IV - LIBERTY CENTER	10/15/2010
PHASE V - LIBERTY CENTER	10/15/2010
PHASE VI - LIBERTY CENTER	10/15/2010
PHASE VII - LIBERTY CENTER	10/15/2010
PHASE VIII - LIBERTY CENTER	10/15/2010
PHASE IX - LIBERTY CENTER	10/15/2010
PHASE X - LIBERTY CENTER	10/15/2010

VARIANCE REQUEST TABLE

NO. 1	EXISTING BUILDING	PROPOSED BUILDING
NO. 2	EXISTING PARKING SPACE	PROPOSED PARKING SPACE
NO. 3	EXISTING MEDIAN	PROPOSED MEDIAN
NO. 4	EXISTING BUFFER STRIP	PROPOSED BUFFER STRIP
NO. 5	EXISTING ROAD	PROPOSED ROAD
NO. 6	EXISTING UTILITY	PROPOSED UTILITY

BOHLER ENGINEERING

CONSULTING ENGINEERS

PROJECT MANAGER: [Name]

DESIGNER: [Name]

DRAWING CHECKER: [Name]

DATE: 10/15/2010

SCALE: 1/8" = 1'-0"

PROJECT: TOWN CENTER SOUTHEAST CENTERS LLC SITE IMPROVEMENTS

BOHLER ENGINEERING

3701 NE 187th Street, Miami, FL 33178

TEL: (305) 555-1234

FAX: (305) 555-5678

WWW.BOHLER-ENGINEERING.COM

BOHLER ENGINEERING

NOT APPROVED FOR CONSTRUCTION

DATE: 10/15/2010

PROJECT: TOWN CENTER SOUTHEAST CENTERS LLC SITE IMPROVEMENTS

BOHLER ENGINEERING

NOEL A. BARNETT

REGISTERED PROFESSIONAL ENGINEER

FLORIDA LICENSE NO. 12345

BOHLER ENGINEERING

C-2.1

OVERALL SITE PLAN

BOHLER ENGINEERING

C-2.1

Exhibit #4
03-VAR-13



APPLICANT REPRESENTATIVE AFFIDAVIT

Pursuant to Section 31-71(b)(2)(i) of the City of Aventura Land Development Code, this Applicant Representative Affidavit is hereby made and submitted. The undersigned authorized representative of the individual or entity applying for the Development Permit, which is identified in the accompanying application, and the owner of the property subject to the application (if different) hereby lists and identifies all persons representing the individual or entity applying for the Development Permit in connection with the application, as follows:

Name	Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
<u>Michael Marrero</u>	<u>Attorney</u>
<u>Noel Barnett</u>	<u>Engineer</u>
<u>Marc Jacobson</u>	<u>Landscape Architect</u>
<u>Kent Hamilton</u>	<u>Architect</u>
<u>Edwin Fernandez</u>	<u>Surveyor</u>

(Attach Additional Sheets If Necessary)

NOTICE: ANY STATEMENT OR REPRESENTATION MADE BY ANY PERSON LISTED ON THE APPLICANT REPRESENTATIVE AFFIDAVIT SHALL BE BINDING UPON THE INDIVIDUAL OR ENTITY APPLYING FOR THE DEVELOPMENT PERMIT AND THE OWNER OF THE SUBJECT PROPERTY. APPLICANTS AND AFFIANTS ARE ADVISED TO TIMELY SUPPLEMENT THIS AFFIDAVIT PURSUANT TO SEC. 31-71(B)(2)(IV) OF THE CITY'S LAND DEVELOPMENT REGULATIONS IN THE CITY CODE, IN THE EVENT THAT PRIOR TO CONSIDERATION OF THE APPLICATION BY THE CITY BOARD OR COMMISSION, THE INFORMATION PROVIDED IN THE AFFIDAVIT BECOMES INCORRECT OR INCOMPLETE.

WITNESS MY HAND THIS 4th DAY OF Feb 2012

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]
 Name: Michael Marrero
 Title: Attorney
 Address: 200 S. Biscayne Blvd, #850
Miami, FL 33131

OWNER

By: [Signature]
 Name: Ken Bernstein
 Title: Owner Agent
 Address: 19501 Biscayne Blvd, #400
Aventura, FL 33180

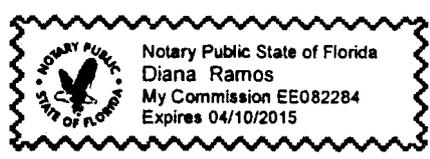
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared M. Marrero as the authorized representative of the Applicant and/or the owner of the property subject to the application, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME this 4 day of February, 20012

[Signature]
AFFIANT
20012

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





BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 4th DAY OF Feb, 2013

APPLICANT:

By: [Signature] (Signature)
Name: Michael Marrero (Print)
Title: Attorney (Print)

WITNESS MY HAND THIS 4th DAY OF Feb, 2013

PROPERTY OWNER:

By: [Signature] (Signature)
Name: Ken Bernstein (Print)
Title: Owner Agent (Print)

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



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

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

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

APPLICANT:

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

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

PROPERTY OWNER:

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

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

WITNESS MY HAND THIS 4th DAY OF Feb, 2013

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)
Name: Michael Morris (Print)
Title: Attorney (Print)

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

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

NOTE: 1) Use duplicate sheets if disclosure information for Representative varies
2) Applicants and Affiants are advised to timely supplement this Affidavit pursuant to Sec. 31-71(b)(2)(iv) of the City's Land Development Regulations in the City Code, in the event that prior to consideration of the application by the City Board or Commission, the information provided in the Affidavit becomes incorrect or incomplete.

WITNESS MY HAND THIS 14 DAY OF February 2013

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: NOEL BARNETT (Signature)

Name: NOEL BARNETT (Print)

Title: ENGINEER (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

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

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

WITNESS MY HAND THIS 20 DAY OF Feb, 20013

REPRESENTATIVE (Used on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: MARK JACOBSEN (Print)

Name: _____ (Print)

Title: LANDSCAPE ARCHITECT (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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Title: _____ (Print)

Title: _____ (Print)

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

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

WITNESS MY HAND THIS 14th DAY OF February, 2003

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: KENT D. HAMILTON (Print)

Title: ARCHITECT (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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Title: _____ (Print)

Title: _____ (Print)

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

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

WITNESS MY HAND THIS 22nd DAY OF FEBRUARY, 2013

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: Edwin Ferron Jr (Print)

Name: _____ (Print)

Title: Vice-President (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

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Name: _____ (Print)

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Title: _____ (Print)

Title: _____ (Print)

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

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

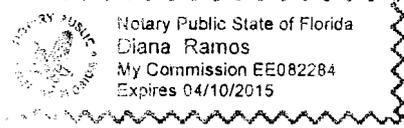
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 4th day of Feb, 2013



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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

KRB
AFFIANT

SWORN TO AND SUBSCRIBED before me this 27 day of Feb, 20013



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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Handwritten Signature]

AFFIANT

SWORN TO AND SUBSCRIBED before me this 14 day of February, 2013



J. L. LaLoggia
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE072158
Expires 3/9/2015

[Handwritten Signature]
Notary Public State of Florida At Large

Printed Name of Notary J. L. LaLoggia
My commission expires: 3/9/2015

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary _____
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary _____
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary _____
My commission expires: _____

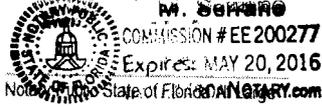
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

MARY JACOBSEN
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20 day of FEBRUARY, 2013



Printed Name of Notary MELISSA SEIRANO
My commission expires: MAY 20, 2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20

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

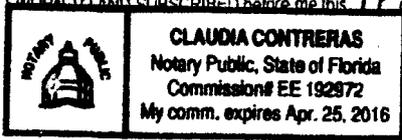
NOTARIZATION PROVISION

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

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

AFFIANT *[Signature]*

SWORN TO AND SUBSCRIBED before me this *14th* day of *February*, 20*13*



Claudia Contreras
Notary Public State of Florida At Large
Printed Name of Notary *Claudia Contreras*
My commission expires: *04/25/16*

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 22nd day of February, 2013

[Signature]
Notary Public State of Florida At Large
ANA CRISTINA PIRES
Printed Name of Notary
My commission expires: 04.25.2014



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

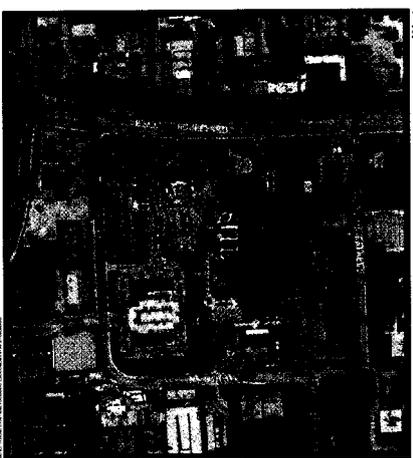
Printed Name of Notary
My commission expires: _____

SITE PLAN DRAWINGS FOR: AVENTURA TOWN CENTER NEC OF N.E. 187TH ST. & BISCAYNE BLVD. (U.S. 1) FOR

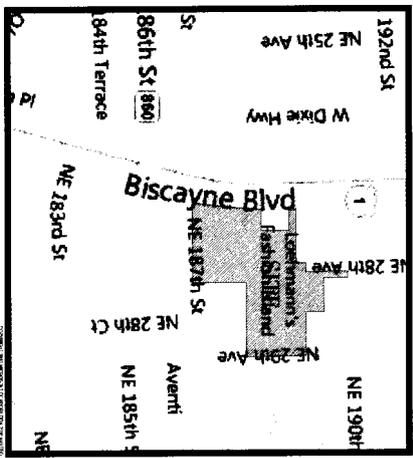
SOUTHEAST CENTERS, LLC CITY OF AVENTURA, MIAMI-DADE COUNTY, FL

SECTION 3, TOWNSHIP 52S, RANGE 42E

VICINITY \ AERIAL MAP



LOCATION MAP



PROJECT TEAM

CONSTRUCTION
 CONSTRUCTION MANAGEMENT INC.
 6345 N. W. 11TH ST., SUITE 200
 MIAMI, FL 33150
 (781) 337-0000

LANDSCAPE ARCHITECT
 DR. SOU. STUDIO SOU.
 7200 W. BIRCHWOOD BLVD., SUITE 214
 MIAMI, FL 33143
 (781) 337-0000

ARCHITECT
 ARCHITECTURE & INTERIOR DESIGN
 288 S. PENNSYLVANIA AVE., SUITE 200
 MIAMI, FL 33133
 (781) 337-0000

CIVIL ENGINEER
 BOHLER ENGINEERING LLC
 1090 CORPORATE DRIVE, SUITE 250
 FT. LAUDERDALE, FL 33304
 (954) 202-0700



PREPARED BY
BOHLER ENGINEERING

PH: (954) 202-0700
 FX: (954) 202-0700
 WWW.BOHLERENGINEERING.COM

SHEET INDEX

COVER SHEET	
BOUNDARY SURVEY (PROP. ROADS, EASEMENTS & EAVINGS)	C-1
OVERALL SITE PLAN	10P-1
OVERALL PAVEMENT MARKING & SIGNAGE	C-21
OVERALL DRAINAGE	C-22
CIVIL KEY SHEET	C-23
DEMOLITION AND EROSION CONTROL PLAN 'A'	C-3
ENGINEERING PLAN 'A'	C-41
DEMOLITION AND EROSION CONTROL PLAN 'B'	C-42
ENGINEERING PLAN 'B'	C-43
DEMOLITION AND EROSION CONTROL PLAN 'C'	C-51
ENGINEERING PLAN 'C'	C-52
DEMOLITION AND EROSION CONTROL PLAN 'D'	C-61
ENGINEERING PLAN 'D'	C-62
DEMOLITION AND EROSION CONTROL PLAN 'E'	C-71
ENGINEERING PLAN 'E'	C-72
DEMOLITION AND EROSION CONTROL PLAN 'F'	C-81
ENGINEERING PLAN 'F'	C-82
DEMOLITION AND EROSION CONTROL PLAN 'G'	C-83
ENGINEERING PLAN 'G'	C-84
DEMOLITION AND EROSION CONTROL PLAN 'H'	C-9
ENGINEERING PLAN 'H'	C-9
PLANTING PLAN - ENTRANCE DRIVE	LP-1
PLANTING PLAN - WEST ENTRANCE DRIVE	LP-2
PLANTING PLAN - SOUTH ENTRANCE DRIVE	LP-3
PLANTING PLAN - EAST ENTRANCE DRIVE	LP-4
PLANTING PLAN - NORTH ENTRANCE DRIVE	LP-5
PLANTING PLAN - PAVILION PLAZA	LP-6
PLANTING PLAN - OVERALL SITE	LP-7
TREE DISPOSITION PLAN - OVERALL SITE	LP-8
PLANTING SPECIFICATIONS AND DETAILS	LP-9
FLOOR PLAN	A-1
ELEVATIONS	A-2
ELEVATIONS	A-3
GAZEBO PLAN & ELEVATION	A-4
TRASH ENCLOSURE DETAIL	DP-1
PHOTOMETRIC PLAN	ESP-1

BOHLER ENGINEERING
 CIVIL & CONSULTING ENGINEERS
 ENVIRONMENTAL CONSULTANTS
 LANDSCAPE ARCHITECTS

CORPORATE OFFICE
 1090 CORPORATE DRIVE, SUITE 250
 FT. LAUDERDALE, FL 33304
 (954) 202-0700

PROJECT MANAGERS
 ENVIRONMENTAL CONSULTANTS
 LANDSCAPE ARCHITECTS

REGISTERED PROFESSIONAL ENGINEERS
 REGISTERED PROFESSIONAL LANDSCAPE ARCHITECTS

NO. OF SHEETS	TOTAL SHEETS	DATE	BY	FOR
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BOHLER ENGINEERING
 1090 CORPORATE DRIVE, SUITE 250
 FT. LAUDERDALE, FL 33304
 (954) 202-0700

NOEL A. BARNETT
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 12548
 CIVIL ENGINEERING

SOUTH EAST CENTERS, LLC
 1090 CORPORATE DRIVE, SUITE 250
 FT. LAUDERDALE, FL 33304
 (954) 202-0700

CITY OF AVENTURA
 MIAMI-DADE COUNTY, FLORIDA

PROJECT:
 TOWN CENTER
 AVENTURA
 SITE IMPROVEMENTS

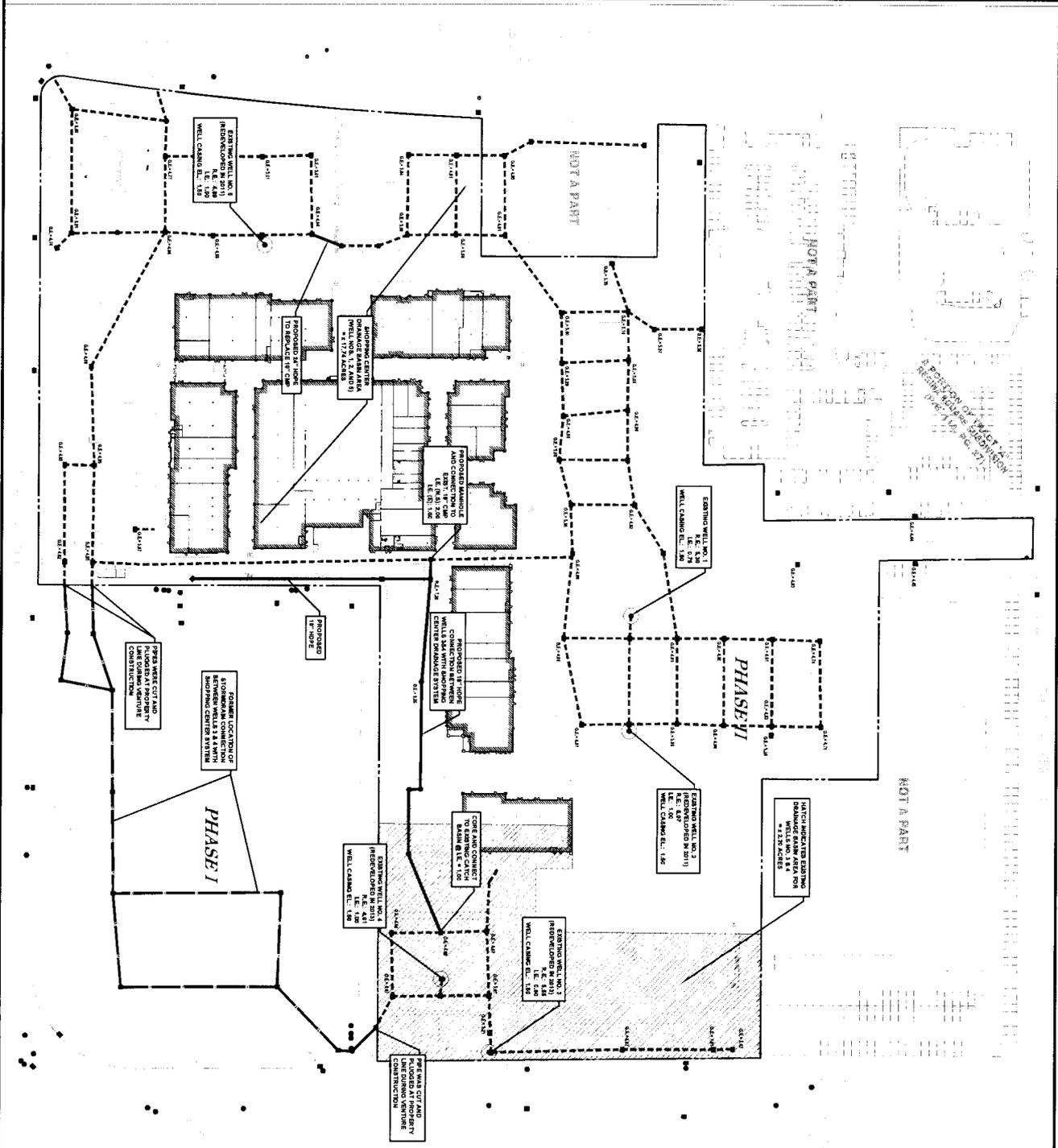
DATE:
 10/1/2010

NOT APPROVED FOR CONSTRUCTION

PROJECT:
 TOWN CENTER
 AVENTURA
 SITE IMPROVEMENTS

DATE:
 10/1/2010

PROJECT NUMBER:
 C-1



LEGEND

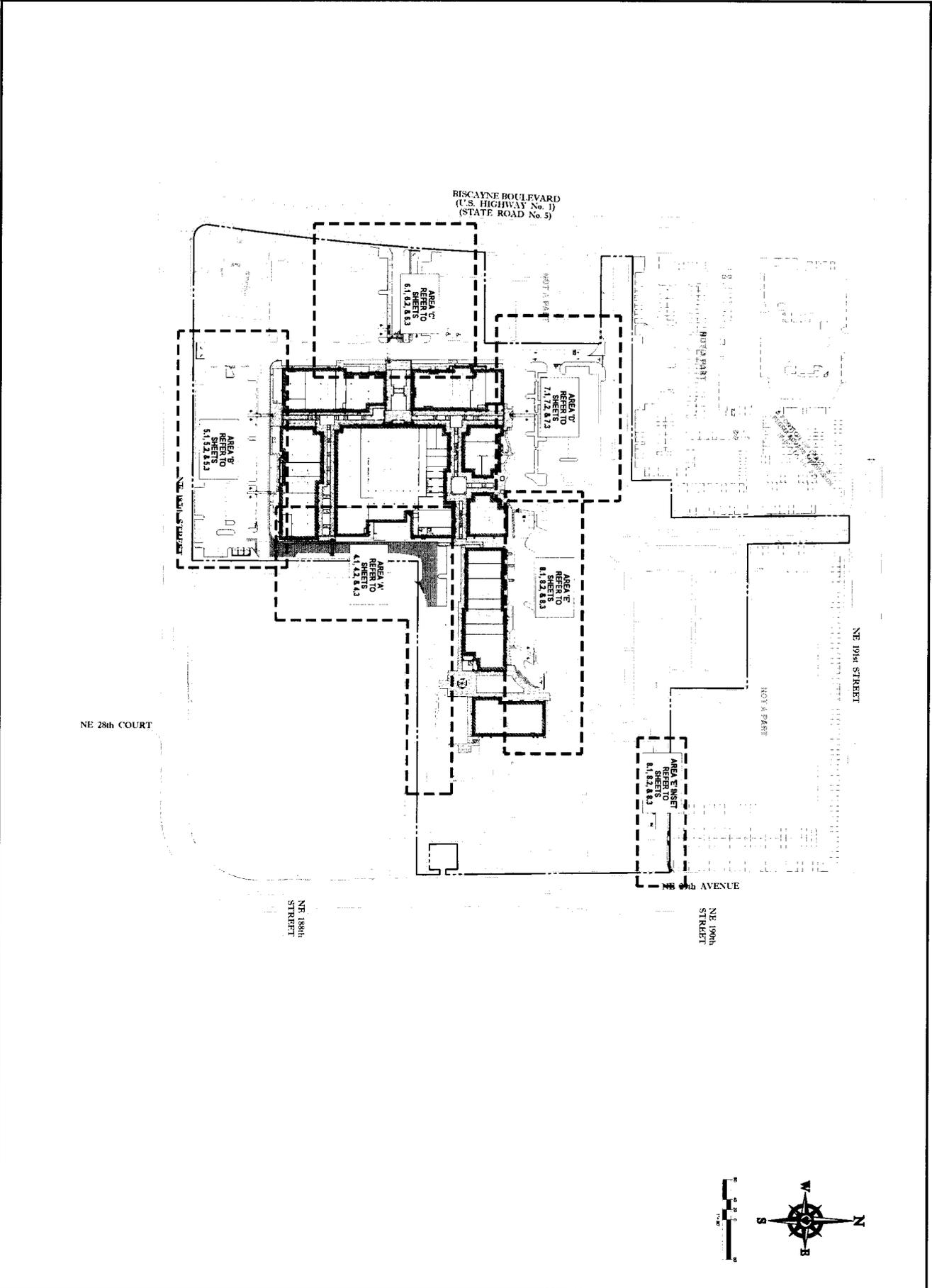
EXISTING WELLS (SEE SHEET C-2.3)

PROPOSED WELLS (SEE SHEET C-2.3)

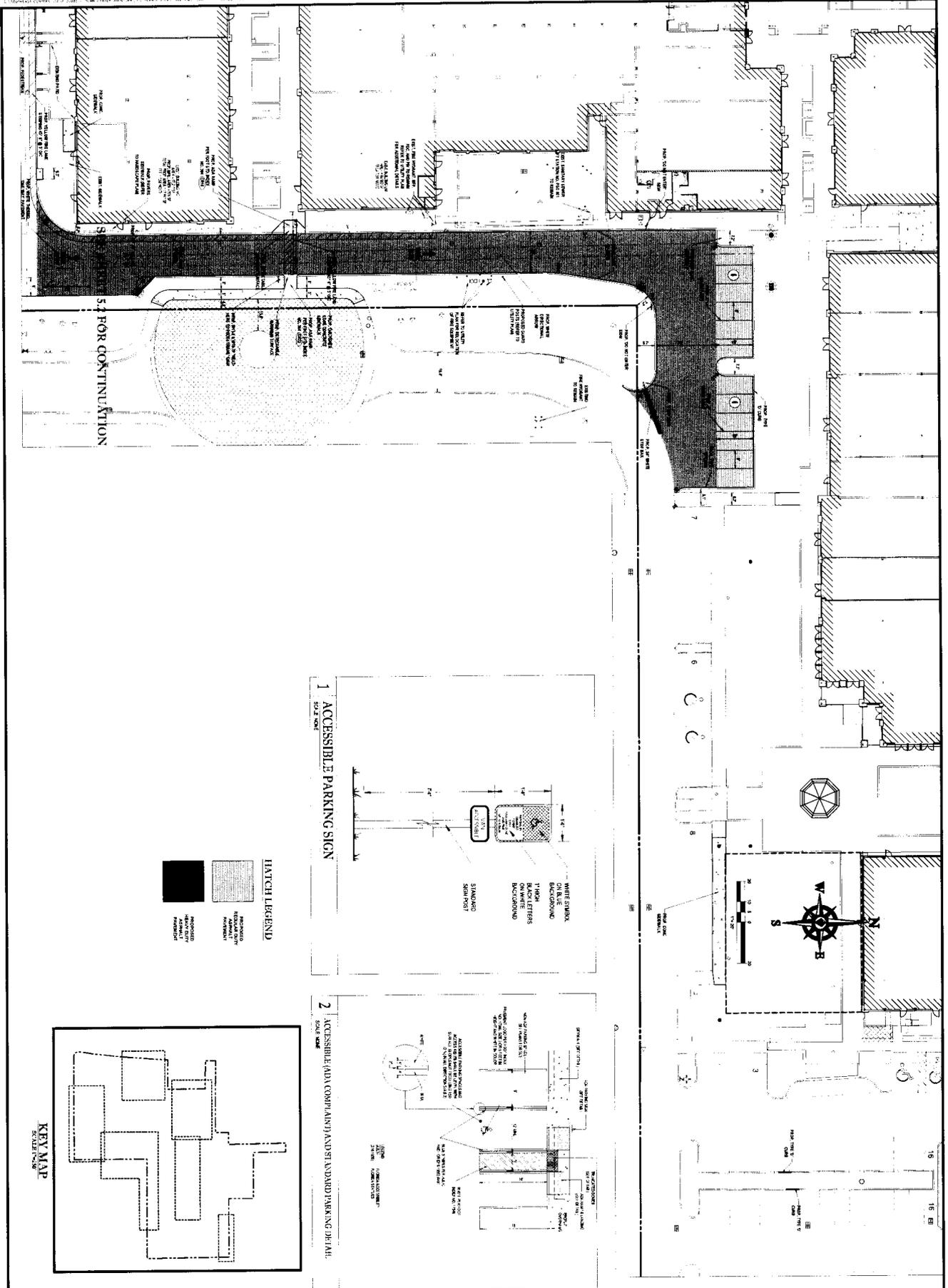
PROPOSED 24\"/>

LOCATION MAP

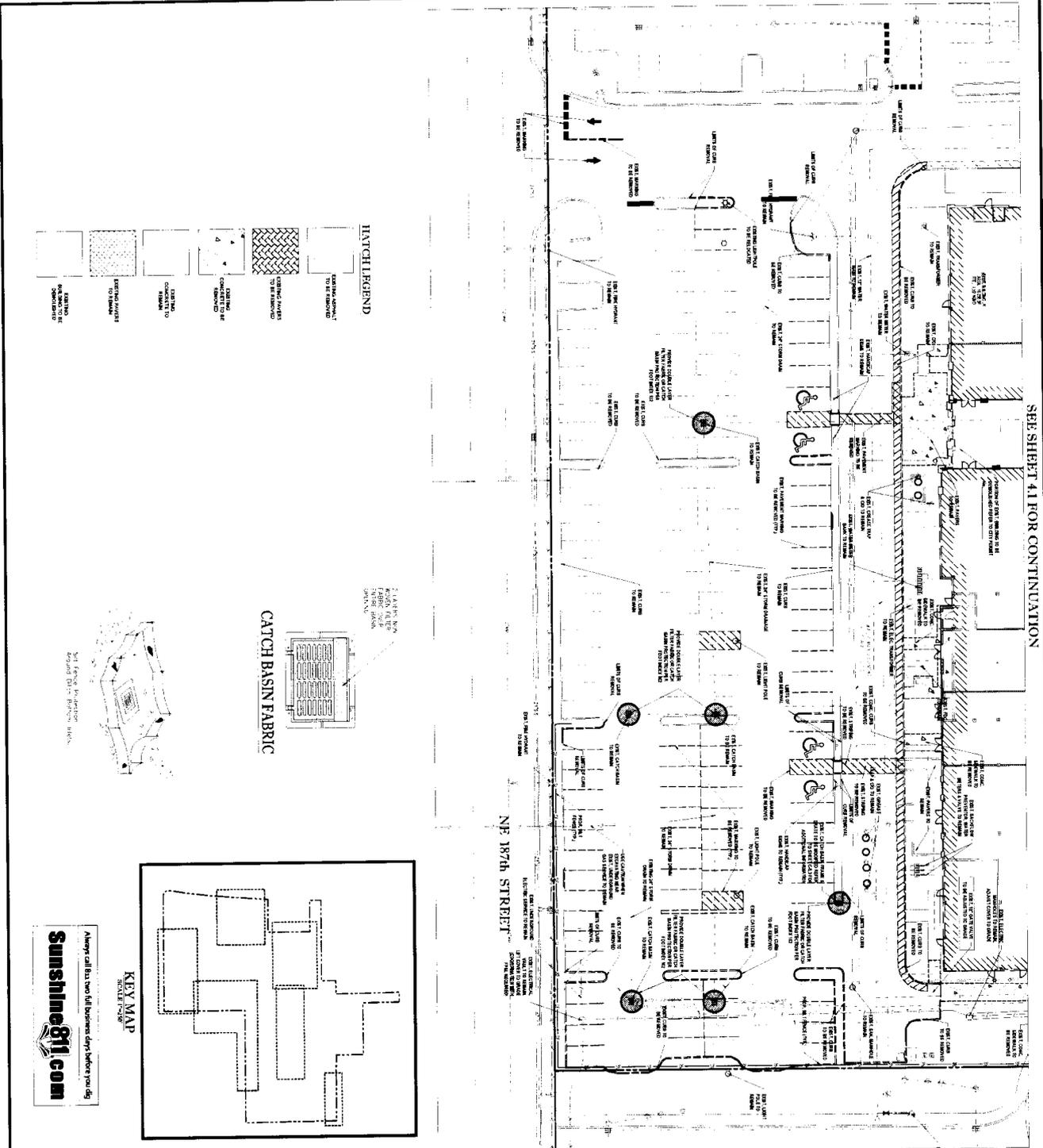
<p>NOEL A. BARNETT PROFESSIONAL ENGINEER LICENSED UNDER THE STATE OF MISSISSIPPI LICENSE NO. 10000</p>	<p>BOHLER ENGINEERING CORPORATE OFFICE 10000 BOHLER DRIVE MEMPHIS, TN 38118 901-525-1000</p>	<p>BOHLER ENGINEERING PROJECT MANAGERS ENVIRONMENTAL CONSULTANTS LANDSCAPE ARCHITECTS</p>	<p>BOHLER ENGINEERING CORPORATE OFFICE 10000 BOHLER DRIVE MEMPHIS, TN 38118 901-525-1000</p>	<p>BOHLER ENGINEERING CORPORATE OFFICE 10000 BOHLER DRIVE MEMPHIS, TN 38118 901-525-1000</p>	<p>BOHLER ENGINEERING CORPORATE OFFICE 10000 BOHLER DRIVE MEMPHIS, TN 38118 901-525-1000</p>
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<p>C-3</p>	<p>NOEL A. BARNETT PROFESSIONAL ENGINEER FLORIDA LICENSE NO. 15574 NOEL A. BARNETT, P.E. 1000 COMMERCIAL BLVD., SUITE 200 AVENTURA, FL 33148 TEL: 305.944.1111 FAX: 305.944.1112 WWW.NABARNETT.COM</p>	<p>BOHLER ENGINEERING INCORPORATED 1000 COMMERCIAL BLVD., SUITE 200 AVENTURA, FL 33148 TEL: 305.944.1111 FAX: 305.944.1112 WWW.BOHLENERG.COM</p>	<p>CITY OF AVENTURA MANAGER/COMMISSIONER</p> <p>SOUTHEAST CENTERS, LLC</p>	<p>PROJECT: TOWN CENTER AVENTURA SITE IMPROVEMENTS</p> <p>DATE: 08/11/2011</p> <p>SCALE: AS SHOWN</p> <p>PROJECT NO: 11000000000000000000</p>	<p>NOT APPROVED FOR CONSTRUCTION</p>	<p>BOHLER ENGINEERING</p> <p>CIVIL CONSULTING ENGINEERS</p> <p>CONCRETE OFFICE & WAREHOUSE</p> <p>SUBSIDIARIES</p> <p>PROJECT MANAGERS</p> <p>ENVIRONMENTAL CONSULTANTS</p> <p>LANDSCAPE ARCHITECTS</p> <p>OFFICES</p> <ul style="list-style-type: none"> • AUSTIN, TX • BOULDER, CO • CHICAGO, IL • DENVER, CO • HOUSTON, TX • LOS ANGELES, CA • MIAMI, FL • MINNEAPOLIS, MN • NEW YORK, NY • PHOENIX, AZ • PORTLAND, OR • RICHMOND, VA • SAN ANTONIO, TX • TAMPA, FL • WASHINGTON, DC • WASHINGTON STATE
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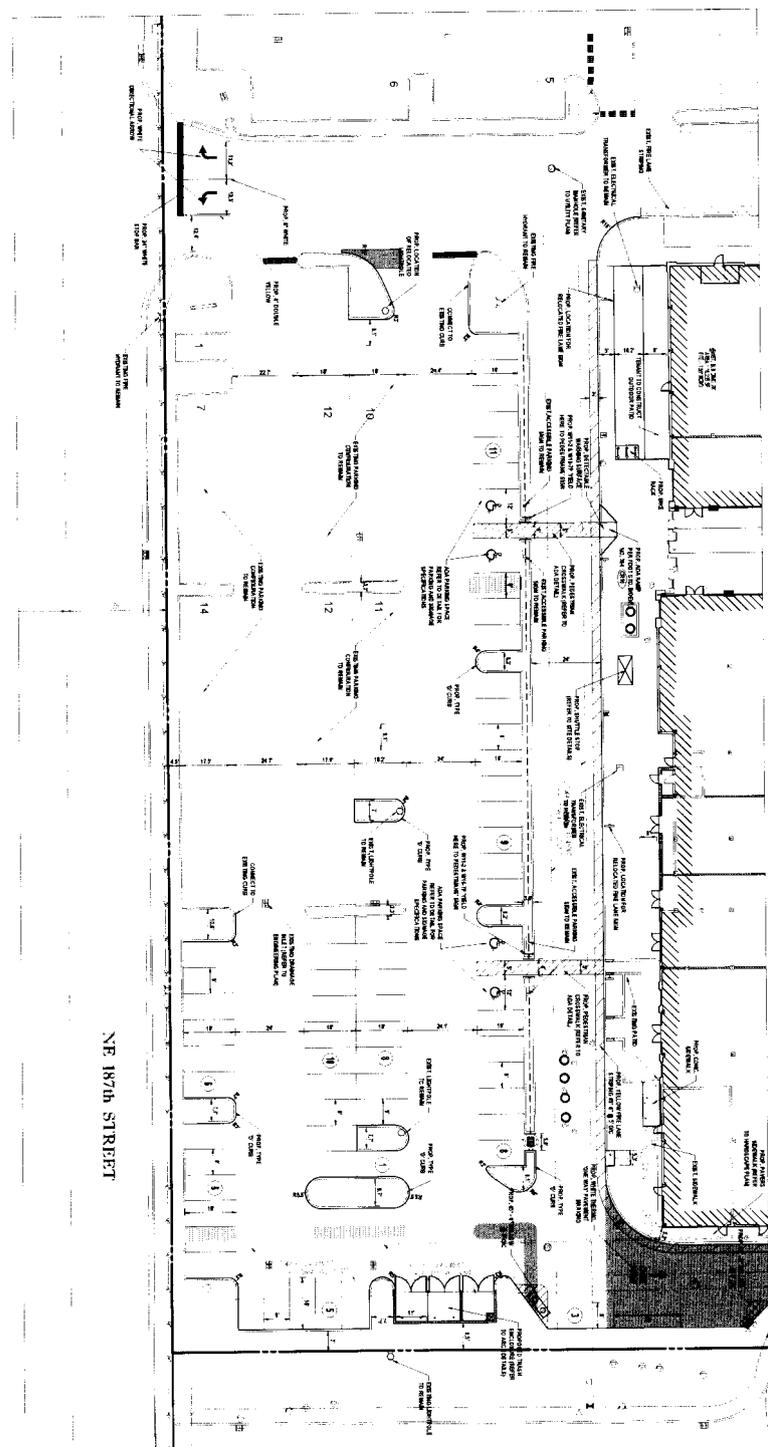


<p>BOHLER ENGINEERING</p> <p>CIVIL & CONSULTING ENGINEERS</p> <p>10000 BAYVIEW BLVD., SUITE 100 BOCA RATON, FL 33433 TEL: 561-993-1100 FAX: 561-993-1101 WWW.BOHLENERG.COM</p>	<p>CORPORATE OFFICE & WARREN, NJ</p> <p>10000 BAYVIEW BLVD., SUITE 100 BOCA RATON, FL 33433 TEL: 561-993-1100 FAX: 561-993-1101 WWW.BOHLENERG.COM</p>	<p>DATE: 08/14/2014</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>SCALE: AS SHOWN</p>
		<p>PROJECT: TOWN CENTER AVENTURA SITE IMPROVEMENTS</p> <p>FOR: SOUTHEAST CENTERS, LLC</p> <p>CITY OF AVENTURA MUNICIPAL ENGINEER</p>
<p>NOT APPROVED FOR CONSTRUCTION</p> <p>DATE: 08/14/2014</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p>	<p>NOEL A. BARNETT</p> <p>REGISTERED PROFESSIONAL ENGINEER LICENSE NO. 12500 STATE OF FLORIDA</p>	<p>C-4.2</p> <p>SITE PLAN</p>



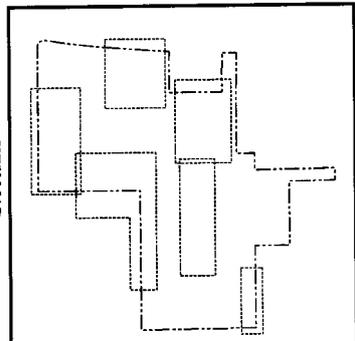
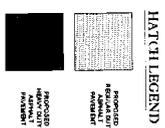
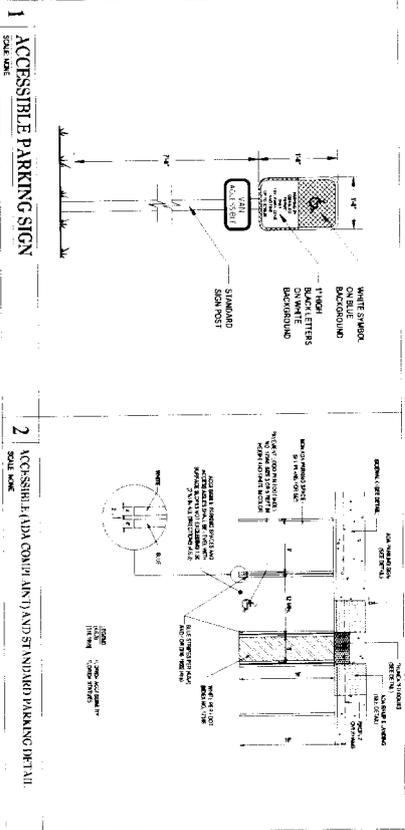
- GENERAL NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.
 2. SOILS COMPRESSIBILITY SHALL BE INVESTIGATED FOR SOIL SAFETY AS REQUIRED BY THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, LATEST EDITION.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, LATEST EDITION.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, LATEST EDITION.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, LATEST EDITION.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, LATEST EDITION.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, LATEST EDITION.
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 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, LATEST EDITION.
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 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, LATEST EDITION.
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 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, LATEST EDITION.
 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, LATEST EDITION.
 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, LATEST EDITION.
 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MIAMI, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, LATEST EDITION.

<p>BOHLER ENGINEERING</p> <p>CORPORATE OFFICE 1000 N.W. 107th Ave., Suite 100 Miami, FL 33157 Phone: (305) 555-1100 Fax: (305) 555-1101 www.bohlereng.com</p>	<p>NOEL A. BARRETT</p> <p>PROFESSIONAL ENGINEER No. 12000 State of Florida License No. 12000</p>	<p>DEMOLITION & EROSION CONTROL PLAN 'B'</p> <p>PROJECT NUMBER C-5.1</p>	<p>NOT APPROVED FOR CONSTRUCTION</p> <p>DATE: 01/11/2011</p>	<p>SOUTHEAST CENTERS, LLC</p> <p>1000 N.W. 107th Ave., Suite 100 Miami, FL 33157 Phone: (305) 555-1100 Fax: (305) 555-1101 www.secenters.com</p>	<p>CITY OF MIAMI</p> <p>MANHATTAN COUNTY, FLORIDA</p>
			<p>BOHLER ENGINEERING</p> <p>MANHATTAN COUNTY, FLORIDA</p>	<p>TOWN CENTER AVANTURA SITE IMPROVEMENTS</p> <p>1000 N.W. 107th Ave., Suite 100 Miami, FL 33157 Phone: (305) 555-1100 Fax: (305) 555-1101 www.secenters.com</p>	



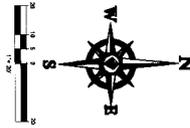
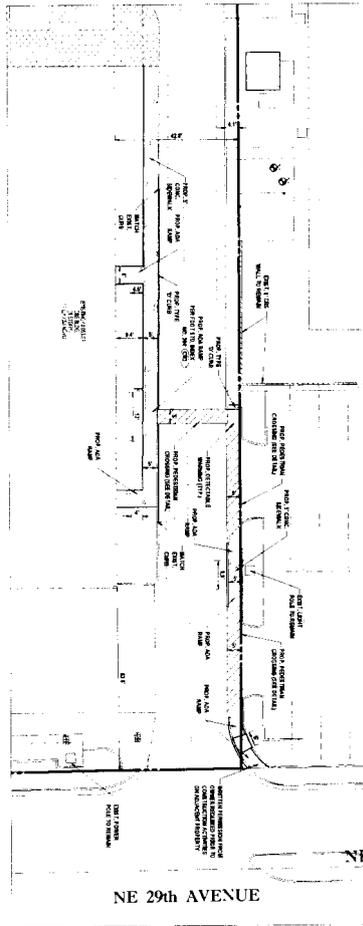
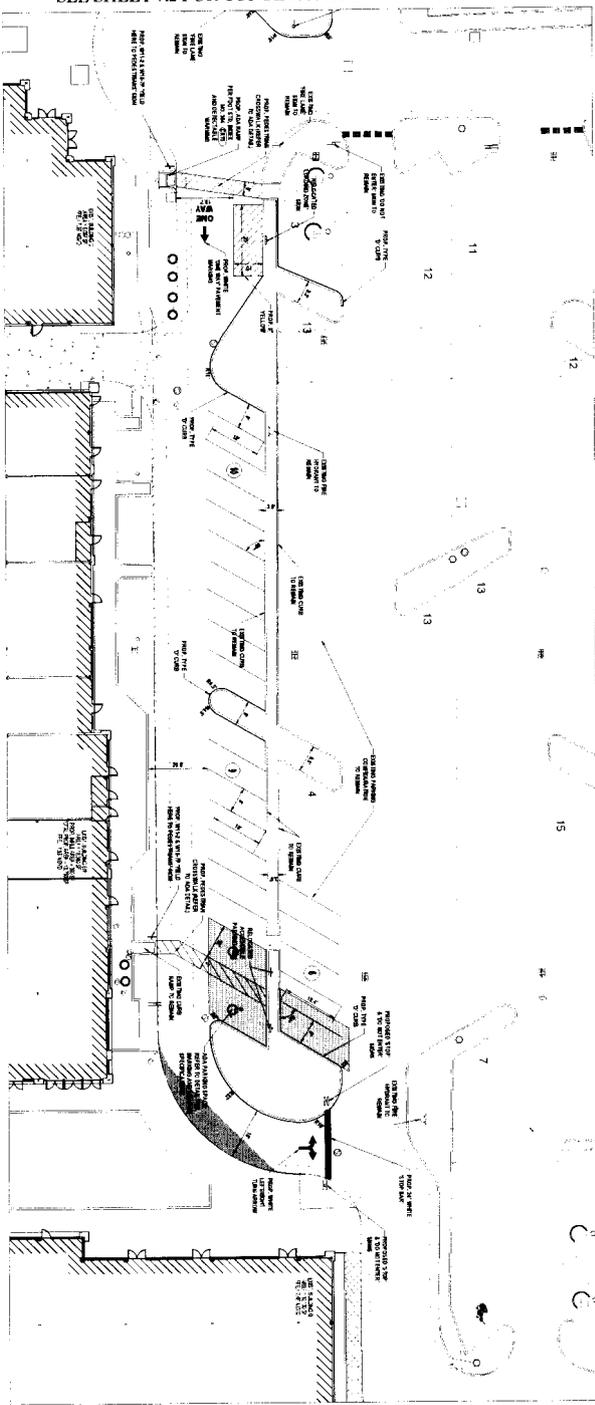
SHEET 42 FOR CONTINUATION

NE 187th STREET

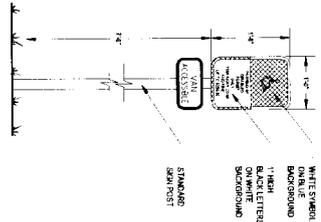


NOEL A. BARNETT PROJECT MANAGER 10000 W. BURNING WOOD DRIVE SUITE 100 TAMPA, FL 33626 TEL: 813-973-1111 FAX: 813-973-1112 www.noelabarnett.com	BOHLER ENGINEERING 10000 W. BURNING WOOD DRIVE SUITE 100 TAMPA, FL 33626 TEL: 813-973-1111 FAX: 813-973-1112 www.bohlereng.com	CITY OF AURORA MADISON COUNTY, FLORIDA	PROJECT: TOWN CENTER AVENUE TOWN CENTER SITE IMPROVEMENTS FOR: SOUTHEAST CENTERS, LLC	PROJECT NO.: 1100000001 DRAWING NO.: 1100000001-01 DATE: 11/08/2011	NOT APPROVED FOR CONSTRUCTION	BOHLER ENGINEERING CIVIL & CONSULTING ENGINEERS 4 WALKERS, NE		BOHLER ENGINEERING PROJECT MANAGERS ENVIRONMENTAL CONSULTANTS LANDSCAPE ARCHITECTS		CORPORATE OFFICE 4 WALKERS, NE TALLAHASSEE, FL 32309 TEL: 904-833-3333 FAX: 904-833-3334 www.bohlereng.com	
						SHEET NUMBER: C-52	SHEET TITLE: SITE PLAN	PROJECT TITLE: 11	DATE: 11/08/2011	DRAWN BY: BOHLER	CHECKED BY: BOHLER

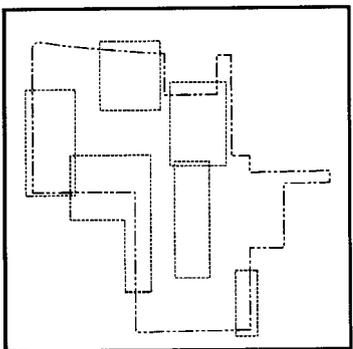
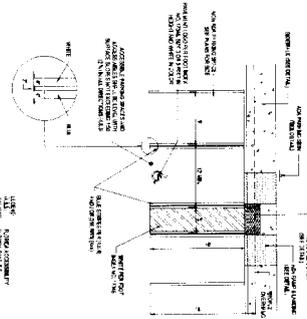
SEE SHEET 7.2 FOR CONTINUATION



1 ACCESSIBLE PARKING SIGN
Scale: 1/8" = 1'-0"



2 ACCESSIBLE ADA COMPLIANT AND STANDARD PARKING DETAIL
Scale: 1/8" = 1'-0"



HATCH LEGEND

[Hatch Pattern]	PROPOSED CONCRETE
[Hatch Pattern]	PROPOSED ASPHALT
[Hatch Pattern]	PROPOSED GRAVEL
[Hatch Pattern]	PROPOSED PAVEMENT

<p>PROJECT</p> <p>TOWN CENTER AVENUE SITE IMPROVEMENTS</p> <p>FOR</p> <p>SOUTHEAST CENTERS, LLC</p>	<p>OFFICE OF ARCHITECTURE</p> <p>MANAGEMENT SERVICES, INC.</p>	<p>BOHLER ENGINEERING</p> <p>REGISTERED PROFESSIONAL ENGINEER STATE OF FLORIDA NO. 12345 EXPIRES 12/31/2024</p>	<p>NOEL A. BARNETT</p> <p>REGISTERED PROFESSIONAL ENGINEER STATE OF FLORIDA NO. 67890 EXPIRES 12/31/2024</p>	<p>DATE: 02/22/2017</p> <p>SCALE: AS SHOWN</p>	<p>SHEET NO. C-8.2</p> <p>TOTAL SHEETS: 8</p>

BOHLER ENGINEERING

CIVIL & CONSULTING ENGINEERS

CONSTRUCTION OFFICE & WAREHOUSE

PROJECT MANAGERS

ENVIRONMENTAL CONSULTANTS

LANDSCAPE ARCHITECTS

OFFICES

BOHLER ENGINEERING, INC.

1000 W. UNIVERSITY BLVD., SUITE 1000

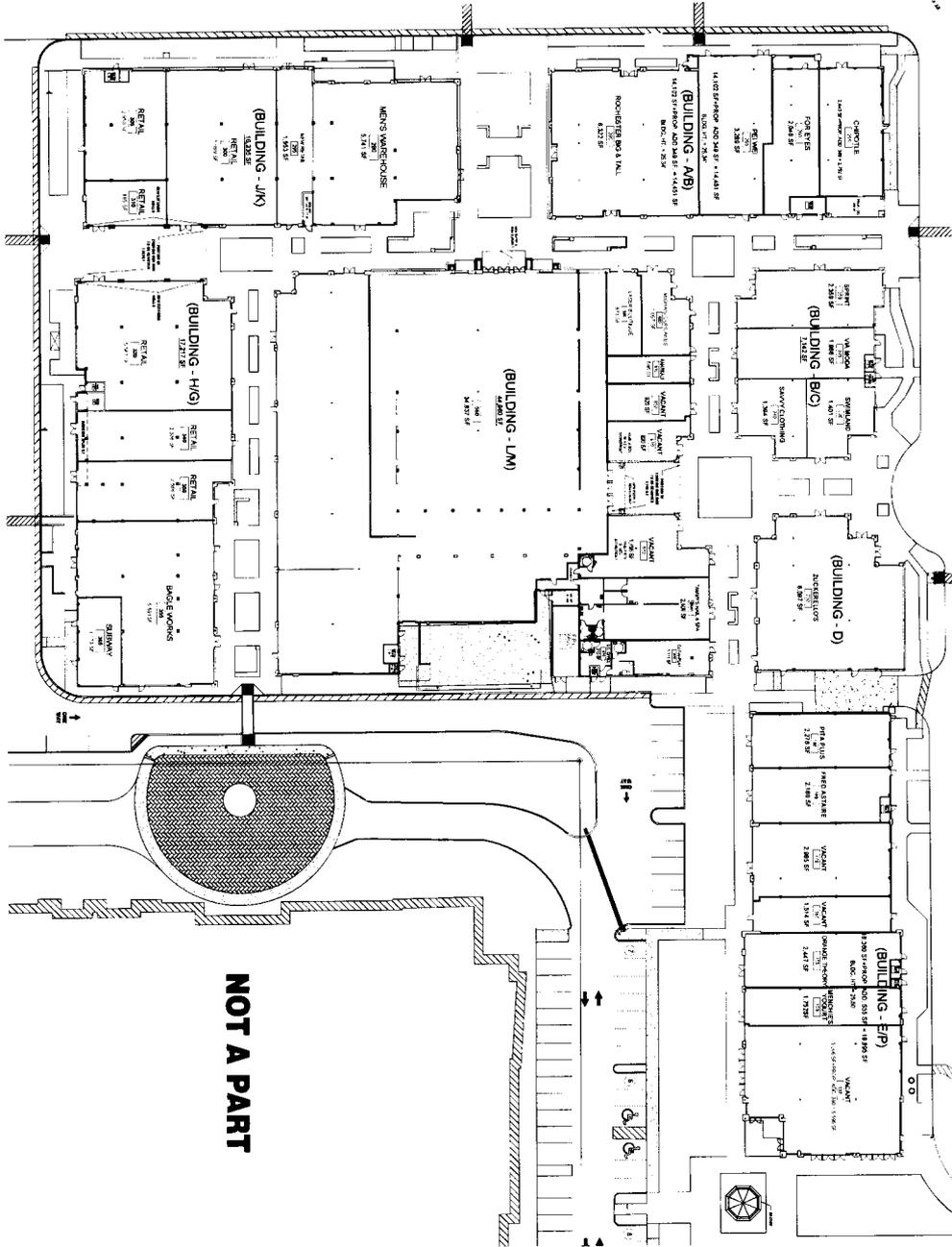
ORLANDO, FLORIDA 32817

PH: 407.251.1234

WWW.BOHLERENGINEERING.COM



FLOOR PLAN
SCALE 1"=30'-0"



NOT A PART

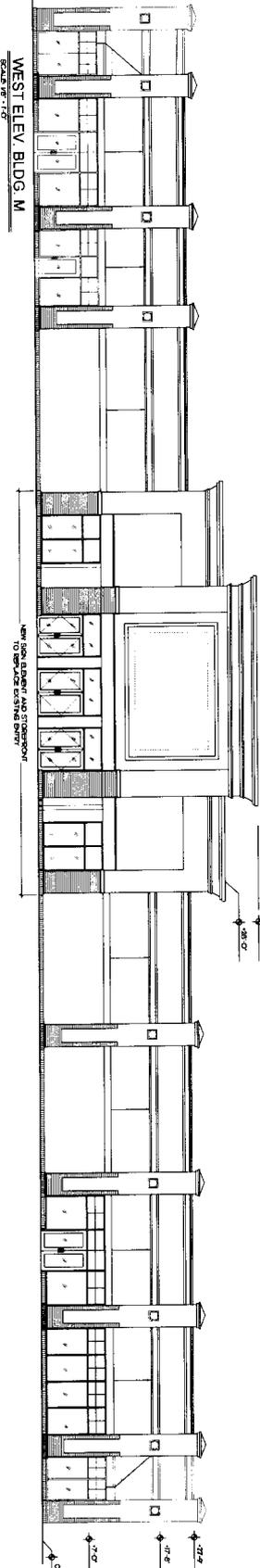
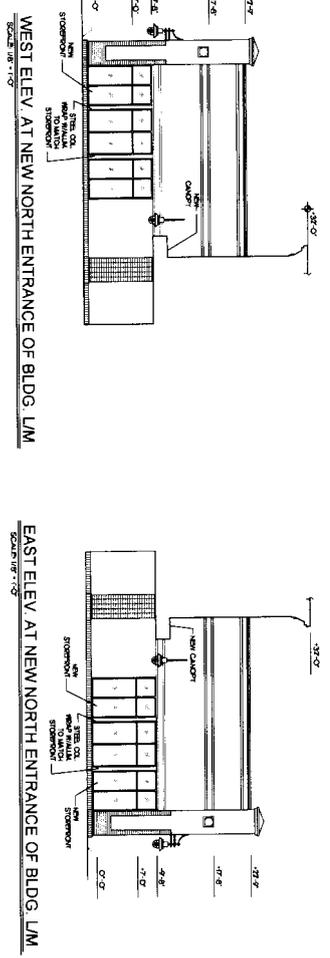
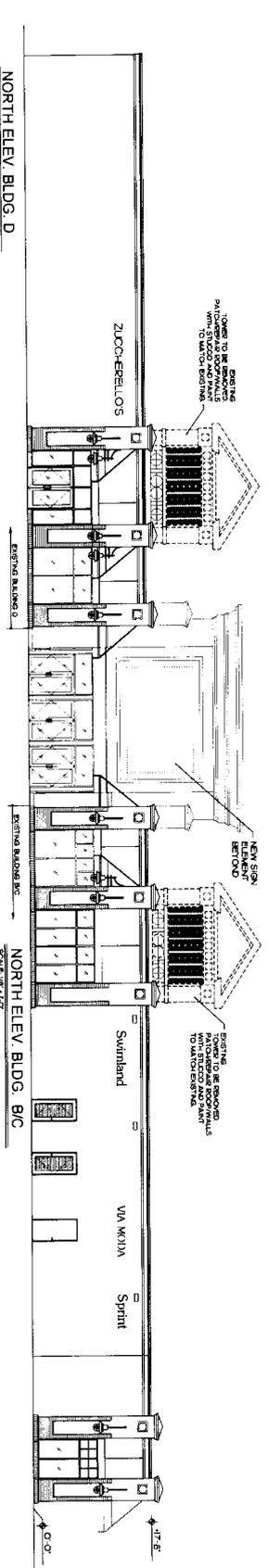
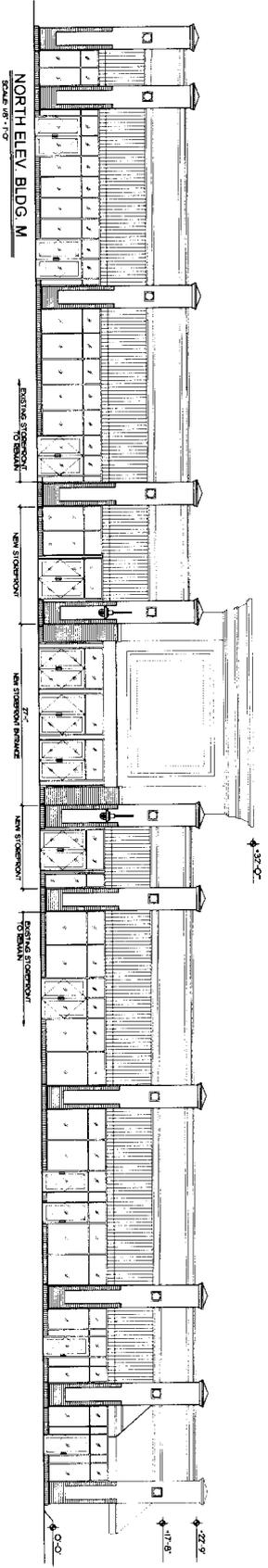
KENT D. HAMILTON
ARCHITECT

SHEET NO.
A-1
4

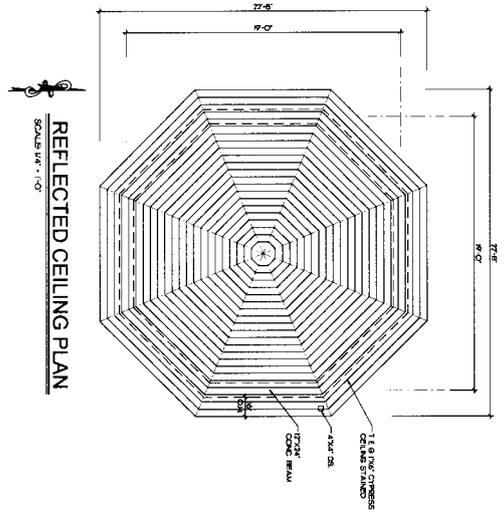
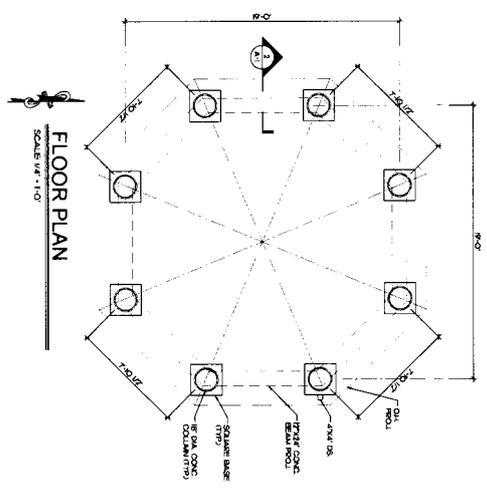
KENT D. HAMILTON, A.I.A., ARCHITECT
NCARB FL. REG. NO. ARO008622
2895 S. FEDERAL HWY. - SUITE B5 - DELRAY BEACH - FLORIDA - 33483 - (561) 276-5200

PROJECT NO. 12-08
DATE 12-13-12
BY R.V.

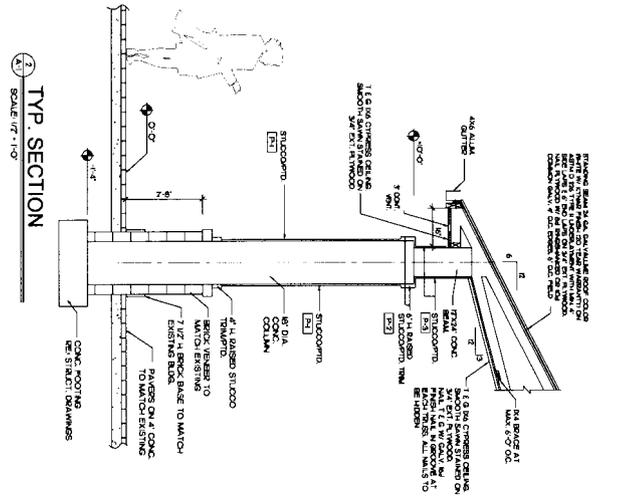
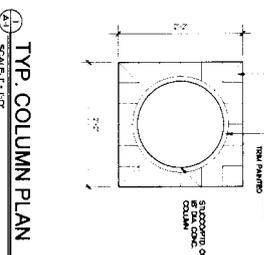
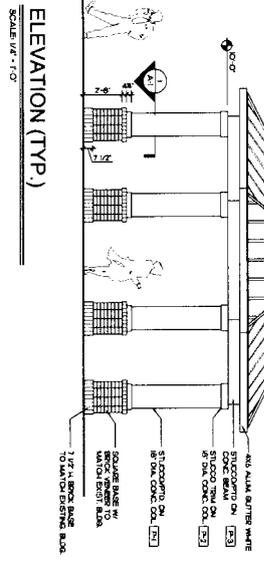
TOWN CENTER AVENTURA
CITY OF AVENTURA, FLORIDA



SHEET NO. A-2 OF 4	KENT D. HAMILTON, A.I.A., ARCHITECT NCARB FL. REG. NO. AROO08622 2895 S. FEDERAL HWY. - SUITE B5 - DELRAY BEACH - FLORIDA - 33483 - (561) 276-5200	PROJECT NO. 12-08	TOWN CENTER AVENTURA CITY OF AVENTURA, FLORIDA
		DATE 12-13-12	

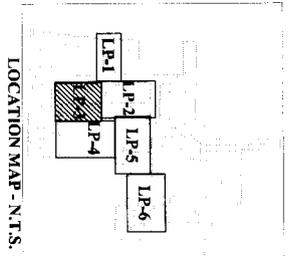
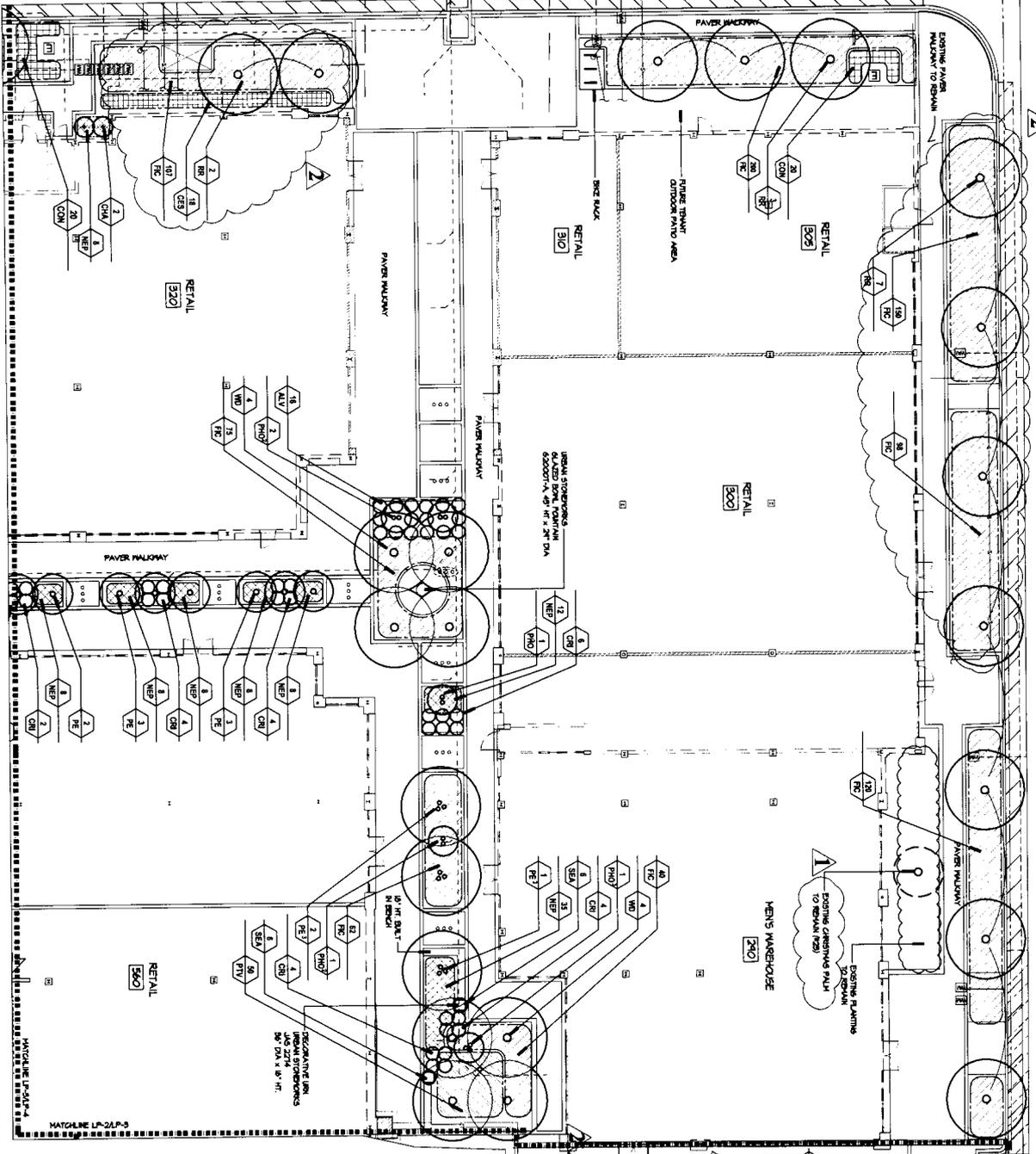


FINISHING SHALL BE AS SHOWN. ALL WALLS SHALL BE FINISHED WITH 1/2" PLASTER OVER 5/8" GYP BOARD. ALL FLOORS SHALL BE FINISHED WITH 1/2" POLISHED CONCRETE OVER 4" GYP SAND. ALL CEILING SHALL BE FINISHED WITH 1/2" PLASTER OVER 5/8" GYP BOARD. ALL LIGHT FIXTURES SHALL BE AS SHOWN. ALL ELECTRICAL SHALL BE AS SHOWN. ALL MECHANICAL SHALL BE AS SHOWN. ALL PAINT SHALL BE AS SHOWN. ALL FINISHES SHALL BE TO MATCH EXISTING.



MARK	DESCRIPTION
[K1]	005 BRONZE/BLACK PAINT
[K2]	005 OAKWOOD LAMINATE
[K3]	005 PARCH. WARE
[K4]	ACB OXIDIZED CLAY

NOTE: ALL PAINT IS TO BE AS SHOWN BY REFINISH SCHEDULE.

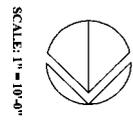


PLANT LIST

PLANT	PLANT NAME	HEIGHT	SPREAD	CLIMATE ZONE	USDA ZONE	REMARKS
ALV	Almond Tree	16-17'	16-17'	9	9B	Full Sun, Full Shade, Drought Tolerant, Salt Tolerant
CBN	Camellia	12-15'	12-15'	9	9B	Full Sun, Full Shade, Drought Tolerant, Salt Tolerant
HE	Hebe	3-4'	3-4'	9	9B	Full Sun, Full Shade, Drought Tolerant, Salt Tolerant
...

GENERAL NOTES:

1. All plants to be installed in accordance with the specifications and standards for Nursery Plants - 2nd Edition - January 1996, State of Florida Department of Agriculture, "Installation and Maintenance of Landscaping Plants" and the Florida Department of Transportation, "Florida Department of Transportation Manual for the Installation and Maintenance of Landscaping Plants".
2. The contractor shall be responsible for obtaining all necessary permits and approvals for the installation and maintenance of the plants.
3. The contractor shall be responsible for the irrigation system design and installation.
4. The contractor shall be responsible for the maintenance of the plants during the warranty period.
5. The contractor shall be responsible for the removal and disposal of any dead or damaged plants.



TOWN CENTER AVENTURA

AVENTURA, FLORIDA

PLANTING PLAN - SOUTH ENTRANCE PLAZA

DSBOCA
 3200 Corporate Blvd., Suite 214
 Boca Raton, Florida 33433
 Tel: 561.933.8823
 Fax: 561.362.7700
 www.dsboca.com

EXTENSIONS:
 DATE: DECEMBER 23, 2012
 DRAWN BY: J. ANGLADE
 CHECKED BY: M.J.
 APPROVED BY: [Signature]

REVISIONS:

LP-3
 SHEET
 SITE PLAN
 APPROVAL

RESOLUTION NO. 2013-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING APPROVAL OF VARIANCE FROM SECTION 31-145 (b)(5) h. OF THE CITY CODE TO ALLOW COMMON OPEN SPACE OF 29.35%, WHERE A MINIMUM 35% COMMON OPEN SPACE IS REQUIRED BY CODE FOR THE TC1 (TOWN CENTER) DISTRICT; VARIANCE FROM SECTION 31-171(a)(6)a. OF THE CITY CODE TO ALLOW AN EXISTING 8.4 FOOT AND AN EXISTING 8.5 FOOT WIDE PARKING STALL, WHERE A MINIMUM PARKING STALL WIDTH OF 9 FEET IS REQUIRED BY CODE; VARIANCE FROM SECTION 31-171(a)(7) OF THE CITY CODE TO ALLOW AN EXISTING 4 FOOT AND 5 FOOT SETBACK TO PARKING PAVEMENT, WHERE A MINIMUM 10 FOOT SETBACK IS REQUIRED BY CODE; VARIANCE OF SECTION 31-221(i)(3) a.1. OF THE CITY CODE TO ALLOW AN EXISTING 5 FOOT WIDE AND AN EXISTING 6 FOOT WIDE TERMINAL ISLAND, WHERE A MINIMUM TERMINAL ISLAND WIDTH OF 7 FEET IS REQUIRED BY CODE; VARIANCE FROM SECTION 31-221(i)(3)a.2. OF THE CITY CODE TO ALLOW PARKING ROWS WITH MORE THAN NINE CONTIGUOUS PARKING SPACES WITHOUT A LANDSCAPED ISLAND, WHERE A MINIMUM OF ONE 7 FOOT WIDE LANDSCAPED ISLAND FOR EVERY NINE PARKING SPACES IS REQUIRED BY CODE; AND VARIANCE FROM SECTION 31-221(i)(3)a.2 OF THE CITY CODE TO ALLOW AN EXISTING 0 FOOT WIDE, AN EXISTING 3.9 FOOT WIDE AND AN EXISTING 4.8 FOOT WIDE DIVIDER MEDIAN, WHERE A MINIMUM 7 FOOT WIDE DIVIDER MEDIAN IS REQUIRED BY CODE, FOR THE TOWN CENTER AVENTURA PLAZA AT 2711 NE 187 STREET, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property described herein is zoned TC1, Town Center District;
and

WHEREAS, the applicant, Aventura Fashion Island, LP, through Application No. 03-VAR-13, is requesting variance from Section 31-145 (b)(5) h. to allow common open space of 29.35%, where a minimum 35% common open space is required by Code for the TC1 (Town Center) District; and variance from Section 31-171(a)(6)a. to allow an existing 8.4 foot and an existing 8.5 foot wide parking stall, where a minimum parking stall width of 9 feet is required by Code; and variance from Section 31-171(a)(7) to allow an existing 4 foot and 5 foot setback to parking pavement, where a minimum 10 foot setback is required by Code; and variance of Section 31-221(i)(3) a.1. to allow an

existing 5 foot wide and an existing 6 foot wide terminal island, where a minimum terminal island width of 7 feet is required by Code; and variance from Section 31-221(i)(3)a.2. to allow parking rows with more than nine contiguous parking spaces without a landscaped island, where a minimum of one 7 foot wide landscaped island for every nine parking spaces is required by Code; and variance from Section 31-221(i)(3)a.2 to allow an existing 0 foot wide, an existing 3.9 foot wide and an existing 4.8 foot wide divider median, where a minimum 7 foot wide divider median is required by Code.

WHEREAS, following proper notice, the City Commission has held a public hearing as provided by law; and

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

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

Section 1. Application for variance from Section 31-145 (b)(5) h. to allow common open space of 29.35%, where a minimum 35% common open space is required by Code for the TC1 (Town Center) District; and variance from Section 31-171(a)(6)a. to allow an existing 8.4 foot and an existing 8.5 foot wide parking stall, where a minimum parking stall width of 9 feet is required by Code; and variance from Section 31-171(a)(7) to allow an existing 4 foot and 5 foot setback to parking pavement, where a minimum 10 foot setback is required by Code; and variance of Section 31-221(i)(3) a.1. to allow an existing 5 foot wide and an existing 6 foot wide terminal island, where a minimum terminal island width of 7 feet is required by Code; and variance from Section 31-221(i)(3)a.2. to allow parking rows with more than nine contiguous parking spaces without a landscaped island, where a minimum of one 7 foot wide landscaped

island for every nine parking spaces is required by Code; and variance from Section 31-221(i)(3)a.2 to allow an existing 0 foot wide, an existing 3.9 foot wide and an existing 4.8 foot wide divider median, where a minimum 7 foot wide divider median is required by Code, on property legally described in Exhibit "A" to this resolution is hereby granted, subject to the following conditions:

1. Plans shall substantially comply with those submitted as follows:
 - "Town Center Aventura" Cover Sheet, Sheet C-1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - "Loehmann's Fashion Island", ALTA Survey, Sheet 1 of 2, prepared by Ford, Armenteros & Manucy, Inc., dated 6/29/10, last updated 1/30/13, signed and sealed.
 - "Loehmann's Fashion Island", ALTA Survey, Sheet 2 of 2, prepared by Ford, Armenteros & Manucy, Inc., dated 6/29/10, last updated 1/30/13, signed and sealed.
 - "Town Center Aventura" Overall Site Plan, Sheet C-2.1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - "Town Center Aventura" Overall Pavement Marking & Signage Plan, Sheet C-2.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - "Town Center Aventura" Overall Paving, Grading & Drainage Plan, Sheet C-2.3, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - "Town Center Aventura" Civil Key Sheet, Sheet C-3, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - "Town Center Aventura" Demolition & Erosion Control Plan "A", Sheet C-4.1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - "Town Center Aventura" Site Plan "A", Sheet C-4.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - "Town Center Aventura" Engineering Plan "A", Sheet C-4.3, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - "Town Center Aventura" Demolition & Erosion Control Plan "B", Sheet C-5.1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
 - "Town Center Aventura" Site Plan "B", Sheet C-5.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.

- “Town Center Aventura” Engineering Plan “B”, Sheet C-5.3, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Demolition & Erosion Control Plan “C”, Sheet C-6.1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Site Plan “C”, Sheet C-6.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Engineering Plan “C”, Sheet C-6.3, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Demolition & Erosion Plan “D”, Sheet C-.1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Site Plan “D”, Sheet C-7.2, Sheet C-7.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Engineering Plan “D”, Sheet C-7.3, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Demolition & Erosion Control Plan “E”, Sheet C-8.1, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura” Site Plan “E”, Sheet C-8.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura”, Engineering Plan “E”, Sheet C-8.3. Site Plan “E”, Sheet 8.2, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura”, Site Details, Sheet C-9, prepared by Bohler Engineering, dated 12/17/12, last revised 02/01/13, signed and sealed..
- “Town Center Aventura”, Planting Plan – Entrance Drive, Sheet LP-1, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura”, Planting Plan – West Entrance Drive, Sheet LP-2, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura”, Planting Plan – South Entrance Drive, Sheet LP-3, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura”, Planting Plan – East Entrance Drive, Sheet LP-4, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura”, Planting Plan – North Entrance Drive, Sheet LP-5, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.

- “Town Center Aventura”, Planting Plan – Pavilion Plaza, Sheet LP-6, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura”, Planting Plan – Overall Site, Sheet LP-7, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura”, Tree Disposition Plan – Overall Site, Sheet LP-8, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura”, Planting Specifications & Details, Sheet LP-9, prepared by Design Studio Boca, dated 12/17/12, last revised 02/01/13, signed and sealed.
- “Town Center Aventura”, Floor Plan, Sheet A-1, prepared by Kent D. Hamilton, Architect, dated 12/13/12, signed and sealed 1/30/13.
- “Town Center Aventura”, Elevations, Sheet A-2, prepared by Kent D. Hamilton, Architect, dated 12/13/12, signed and sealed 1/30/13.
- “Town Center Aventura”, Elevations, Sheet A-3, prepared by Kent D. Hamilton, Architect, dated 12/13/12, signed and sealed 1/30/13.
- “Town Center Aventura”, Gazebo Plan & Elevation, Sheet A-4, prepared by Kent D. Hamilton, Architect, dated 12/13/12, signed and sealed 1/30/13.
- “Town Center Aventura”, Trash Enclosure Detail, Sheet DP-1, prepared by Kent D. Hamilton, Architect, dated 12/13/12, signed and sealed 1/30/13.
- “Town Center Aventura”, Site Lighting Plan, Sheet ESP-1, prepared by Kent D. Hamilton, Architect, dated 12/13/12, signed and sealed 1/30/13.

2. Building permits for the proposed development shall be obtained within twelve (12) months of the date of the Resolution or the approvals granted shall be deemed null and void unless extended by a motion of the City Commission.

3. Prior to issuance of a building permit, the applicant shall record this resolution in the Public Records of Miami-Dade County. All expenses of such recordation shall be borne by the applicant.

4. Prior to issuance of a Certificate of Occupancy or Certificate of Completion for the lifestyle center improvements, the applicant shall either:

a. Provide to the City a recorded copy of a modification to the Reciprocal Easement Agreement between the applicant and the Venture condominium approving the

reconfiguration of the turning circle and access road as shown on the improvement plans submitted with this Application 03-VAR-13; or

b. In the event that the applicant fails to obtain such modification of the Reciprocal Easement Agreement, the applicant shall apply for revisions to the approved site plan and variances in accordance with Section 31-76(h) and Section 31-79(j) of the Code, to amend the approved plans to provide for strict compliance with the access road configuration provided for in the effective Reciprocal Easement Agreement, and the applicant shall relocate the access road configuration in accordance with such final approvals.

5. No future expansion of floor area in the Lifestyle Center shall be permitted until all parking areas have been brought into strict compliance with the City Code.

Section 2. The City Manager is authorized to cause the issuance of permits in accordance with the approvals and conditions herein provided and to indicate such approvals and conditions upon the records of the City.

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

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

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

PASSED AND ADOPTED this 5th day of March, 2013.

Susan Gottlieb, Mayor

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk this ____ day of March, 2013.

CITY CLERK

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

A portion of Tracts A & B, Regina Square Subdivision, according to the Plat thereof, as recorded in Plat Book 113, at Page 27, of the Public Records of Miami- Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract A; thence South $84^{\circ}49'44''$ East, along the north line of said Tract A; for 223.65 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue South $89^{\circ}49'44''$ East along the north line of said Tract A for 53 feet; thence South $00^{\circ}45'38''$ East for 198.74 feet; thence South $89^{\circ}56'45''$ East for 283.39 feet; thence South $00^{\circ}03'15''$ West for 149.50 feet to a point on the south line of said Tract A; thence South $89^{\circ}56'45''$ East along the south line of said Tract A also being the north line of said Tract B for 361.66 feet to the northeast corner of said Tract B; thence South $00^{\circ}38'10''$ East along the east line of said Tract B for 496.76 feet; thence North $89^{\circ}56'45''$ West along the northerly boundary of The Venture at Aventura, a Condominium for 616.05 feet; thence South $00^{\circ}03'15''$ West along the west line of said The Venture At Aventura, a Condominium for 443.27 feet; thence North $89^{\circ}56'45''$ West along the south line of said Tract B for 632.79 feet to a point of curvature; the following three (3) courses being along the Easterly right of way of Biscayne Boulevard, U.S. Highway No. 1 per O.R.B. 17360, Page 3655 of said Public Records of Miami-Dade County, Florida. (1) thence Northwesterly and Northeasterly along a 26.25 foot radius curve leading to the right through a central angle $98^{\circ}46'49''$ for an arc of 45.26 feet to a point of reverse curvature; (2) thence Northeasterly along a 4709.83 foot radius curve leading to the left through a central angle of $3^{\circ}17'00''$ for an arc of 269.90 feet to a point of compound curvature; (3) thence Northeasterly along a 5828.53 foot radius curve leading to the left through a central angle of $2^{\circ}42'02''$ for an arc of 274.72 feet; the following three courses being along the Southerly, Easterly and Northerly boundary line of Jaffe Building, Inc. property as described in O.R.B. 19137 at Page 2349 of the Public Records of Miami-Dade County, Florida. (1) thence South $89^{\circ}56'45''$ East for 178.24 feet; (2) thence North $00^{\circ}03'15''$ East for 228.32 feet; (3) thence North $89^{\circ}52'41''$ West for 171.56 feet to a point on a circular curve concave to the West and whose radius bears North $89^{\circ}23'49''$ West; the following two courses being along said Easterly right of way line of Biscayne Blvd., U.S. Highway No. 1. (1) thence Northeasterly along a 5828.53 foot radius curve leading to the left through a central angle of $00^{\circ}08'14''$ for an arc of 13.96 feet to a point of tangency; (2) thence North $00^{\circ}27'57''$ East for 47.78 feet; the following three courses being along the Northerly and Westerly boundary of said Tract B; (1) thence South $89^{\circ}52'41''$ East for 439.96 feet; (2) thence North $00^{\circ}45'38''$ West for 78.26 feet; (3) thence South $89^{\circ}56'45''$ East for 73.50 feet; thence North $00^{\circ}45'38''$ West for 348.36 feet to the Point of Beginning.

LESS AND EXCEPT therefrom those lands conveyed to Miami-Dade County by Warranty Deed recorded in Official Records Book 24625, Page 468 and Official Records Book 25690, Page 3708, Public Records of Miami-Dade County, Florida and being described as follows:

A portion of Tract B, Regina Square Subdivision, according to the Plat thereof as recorded in Plat Book 113, Page 27 of the Public Records of Miami-Dade County, Florida, lying in the SW ¼ of Section 3, Township 52 South, Range 42 East, City of Aventura, Miami-Dade County, Florida and being more particularly described as follows:

Commence at the Northeast corner of Tract C of said Regina Square Subdivision according to the Plat thereof as recorded in that Plat Book 113, Page 27 said corner being a point on the West right of way line of N.E. 29th Avenue; thence N 00°38'10" W along said West right of way line and East line of said Tract B for 98.01 feet to the Point of Beginning of hereinafter described parcel of land; thence continue N 00°38'10" W along said West right of way line and said East Tract line for 12.00 feet, the following seven courses being perpendicular to or parallel with the preceded course: (1) thence S89°21'50"W for 10.00 feet; (2) thence N00°38'10"W for 22.67 feet; (3) thence S89°21'50"W for 50.00 feet; (4) thence S00°38'10"E for 55.00 feet; (5) thence N89°21'50"E for 50.00 feet; (6) thence N00°38'10"W for 20.33 feet; (7) thence N89°21'50"E for 10.00 feet to the point of beginning.

CITY OF AVENTURA
FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY:  Brian K. Raducci, Finance Director

DATE: February 25, 2013

SUBJECT: **Mid-Year Ordinance Amending 2012/13 Budget**

1st Reading March 5, 2013 City Commission Meeting Agenda Item 7A
2nd Reading April 2, 2013 City Commission Meeting Agenda Item _____

RECOMMENDATION

It is recommended that the City Commission approve the attached Ordinance amending the 2012/13 budget. The total amount of each fund's budget amendment is outlined below.

BACKGROUND

As you are aware, the City normally amends the budget to recognize actual fund balance amounts carried over based on the prior year's audit. In addition, budget amounts are amended to re-appropriate the balances in capital outlay projects which were not 100% complete by the end of the prior fiscal year.

The need to re-appropriate unspent capital accounts and to recognize the actual fund balances at September 30, 2012 to the 2012/13 budget was also discussed in my memorandum dated February 25th which was distributed electronically to the Commission along with the Comprehensive Annual Financial Report.

GENERAL FUND (001) REVENUES/EXPENDITURES – \$2,983,514

To recognize additional Carryover to fund the items described below.

1. To re-appropriate \$1,378,593 worth of capital outlay projects which were not 100% complete by the end of the prior fiscal year as follows:
 - a. computer equipment, \$775,000
 - b. E911 equipment, \$55,000
 - c. Police Department Radio System \$442,000 *(this is the first component of the Radio System project which was presented at the February 21st Commission workshop)*
 - d. street lighting improvements \$106,593)

2. To appropriate \$60,000 for upgrades made at ACES *(this project which was presented at the January 17th Commission workshop)*
3. To appropriate \$1,560,000 from that portion of the Fund Balance which was previously Assigned to Public Safety/Police Communication Radio System Upgrade *(this is the second component of the Radio System project which was presented at the February 21st Commission workshop)*
4. To decrease Non Departmental/Transfers by \$15,079 in order to recognize actual fund balances as explained under the two-related debt service funds, *(found at the end of this memorandum)*, based on the prior year's audit.

POLICE EDUCATION FUND (110) REVENUES/EXPENDITURES – \$11,850

To recognize and re-appropriate the actual fund balance amount carried over based on the prior year's audit.

STREET MAINTENANCE FUND (120) REVENUES/EXPENDITURES – \$745,915

To recognize additional Carryover to fund the two (2) items described below.

1. To re-appropriate \$76,308 worth of Street Lighting Improvements (e.g., Biscayne Lighting Project) which was not 100% complete by the end of the prior fiscal year.
2. To increase the Capital Reserve by \$669,607 in order to recognize and re-appropriate the remaining funds of the fund balance amount carried over based on the prior year's audit.

POLICE CAPITAL OUTLAY IMPACT FEE FUND (140) REVENUES/EXPENDITURES – \$5,513

To recognize and re-appropriate the actual fund balance amount carried over based on the prior year's audit.

PARK DEVELOPMENT FUND (170) REVENUES/EXPENDITURES – \$8

To recognize and re-appropriate the actual fund balance amount carried over based on the prior year's audit.

911 FUND (180) REVENUES/EXPENDITURES – \$29,658

To recognize and re-appropriate the actual fund balance amount carried over based on the prior year's audit.

**DEBT SERVICE FUND SERIES 2010 & 2011 (230) REVENUES – \$0
(Revenue Reclassification of \$11,589 – Net effect is \$0)**

To recognize and re-appropriate the actual fund balance amount carried over based on the prior year's audit and to reduce the transfer from the General Fund, respectively by \$11,589 for a net effect of \$0.

**DEBT SERVICE FUND SERIES 2012, Charter School Land (250) REVENUES – \$0
(Revenue Reclassification of \$3,490 – Net effect is \$0)**

To recognize and re-appropriate the actual fund balance amount carried over based on the prior year's audit and to reduce the transfer from the General Fund, respectively by \$3,490 for a net effect of \$0.

**COMMITTED FUND BALANCE – \$5,000,000
HURRICANE/EMERGENCY AND DISASTER RECOVERY OPERATING RESERVES -**

In addition the City Commission had previously committed \$5,000,000 for hurricane/emergency and disaster recovery operating reserves through Resolution 2011-43. At the recommendation of our City Auditors, we will re-commit these same funds as part of this ordinance as this is the City's highest level decision making authority. This action will have no impact on our operating/capital budget as these funds had been previously been earmarked for this purpose. This is merely a more formal action of what has already been decided by our City Commission on July 12, 2011.

If you should have any questions related to this memorandum, please feel free to contact the City Manager.

BKR/bkr

ORDINANCE NO. 2013-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2012-13 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2012/2013 FISCAL YEAR BY REVISING THE 2012/2013 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; ESTABLISHING THE COMMITTED FUND BALANCE FOR HURRICANE/EMERGENCY AND DISASTER RECOVERY OPERATING RESERVES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

Section 2. The City Commission hereby authorizes the amendment of Ordinance No. 2012-13, which Ordinance adopted a budget for the 2012/2013 fiscal year, by revising the 2012/2013 budget as set forth on the attached Exhibit "A" which exhibits are deemed incorporated by reference as though set forth in full herein.

Section 3. The Committed Fund Balance to be utilized for Hurricane/Emergency and Disaster Recovery Operating Reserves is \$5 million.

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

Section 5. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading and shall be applicable retroactively from and after October 1, 2012.

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

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

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

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

PASSED AND ADOPTED on first reading this 5th day of March, 2013.

PASSED AND ADOPTED on second reading this 2nd day of April, 2013.

SUSAN GOTTLIEB, MAYOR

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

FY 2012/13 Budget Amendments

		GENERAL FUND (001)		
OBJECT CODE	CATEGORY	2012/13 ADOPTED BUDGET	2012/13 AMENDED AMOUNT	2012/13 REVISED BUDGET
Revenues				
<u>Non-Revenue</u>				
3999000	Carryover	\$ 18,960,924	\$ 2,983,514	\$ 21,944,438
	SUBTOTAL	\$ 18,960,924	\$ 2,983,514	\$ 21,944,438
	Total Amendments - Revenues		\$ 2,983,514	
Expenditures				
<u>Capital Outlay/Information Technology (8012-513)</u>				
6401	Computer Equipment>\$5,000	\$ 177,634	\$ 207,000	\$ 384,634
	SUBTOTAL	\$ 177,634	\$ 207,000	\$ 384,634
<u>Capital Outlay/Public Safety (8020-521)</u>				
6401	Computer Equipment>\$5,000	\$ -	\$ 340,000	\$ 340,000
6402	Computer Equipment<\$5,000	123,428	203,000	326,428
6405	E911 Equipment	147,000	55,000	202,000
6407	Radio Repurchase & Replace.	10,000	2,002,000	2,012,000
	SUBTOTAL	\$ 280,428	\$ 2,600,000	\$ 2,880,428
<u>Capital Outlay/Community Services (8050-539/541)</u>				
6402	Computer Equipment<\$5,000	\$ 10,000	\$ 25,000	\$ 35,000
6307	Street Lighting Improv.	408,692	106,593	515,285
	SUBTOTAL	\$ 418,692	\$ 131,593	\$ 550,285
<u>Charter School - (8069-569)</u>				
6307	Charter School Constr.	\$ -	\$ 60,000	\$ 60,000
	SUBTOTAL	\$ -	\$ 60,000	\$ 60,000
<u>Non Departmental/Transfers (9001-581)</u>				
9123	Transfer to 1999 Debt Service Fund (230)	\$ 1,210,019	\$ (11,589)	\$ 1,198,430
9125	Transfer to 2012 Debt Service Fund (250)	403,132	(3,490)	399,642
	SUBTOTAL	\$ 1,613,151	\$ (15,079)	\$ 1,598,072
	Total Amendments - Expenditures		\$ 2,983,514	

POLICE EDUCATION FUND (110)

OBJECT CODE	CATEGORY	2012/13 ADOPTED BUDGET	2012/13 AMENDED AMOUNT	2012/13 REVISED BUDGET
Revenues				
<u>Non-Revenue</u>				
3999000	Carryover	\$ -	\$ 11,850	\$ 11,850
	SUBTOTAL	\$ -	\$ 11,850	\$ 11,850
	Total Amendments - Revenues		\$ 11,850	
Expenditures				
<u>Public Safety (2001-521)</u>				
5450	Training	\$ 7,000	\$ 11,850	\$ 18,850
	SUBTOTAL	\$ 7,000	\$ 11,850	\$ 18,850
	Total Amendments - Expenditures		\$ 11,850	

TRANSPORTATION AND STREET MAINTENANCE FUND (120)

OBJECT CODE	CATEGORY	2012/13 ADOPTED BUDGET	2012/13 AMENDED AMOUNT	2012/13 REVISED BUDGET
Revenues				
<u>Non-Revenue</u>				
3999000	Carryover	\$ 65,398	\$ 745,915	\$ 811,313
	SUBTOTAL	\$ 65,398	\$ 745,915	\$ 811,313
	Total Amendments - Revenues		\$ 745,915	
Expenditures				
<u>Community Services (5001-541)</u>				
6307	Street Lighting Improv.	\$ 106,248	\$ 76,308	\$ 182,556
6999	Capital Reserve	69,900	669,607	739,507
	SUBTOTAL	\$ 176,148	\$ 745,915	\$ 922,063
	Total Amendments - Expenditures		\$ 745,915	

POLICE CAPITAL OUTLAY IMPACT FEE FUND (140)

OBJECT CODE	CATEGORY	2012/13 ADOPTED BUDGET	2012/13 AMENDED AMOUNT	2012/13 REVISED BUDGET
Revenues				
<u>Non-Revenue</u>				
3999000	Carryover	\$ -	\$ 5,513	\$ 5,513
	SUBTOTAL	\$ -	\$ 5,513	\$ 5,513
	Total Amendments - Revenues		\$ 5,513	
Expenditures				
<u>Non Departmental (2001-521)</u>				
6999	Capital Reserve	\$ -	\$ 5,513	\$ 5,513
	SUBTOTAL	\$ -	\$ 5,513	\$ 5,513
	Total Amendments - Expenditures		\$ 5,513	

PARK DEVELOPMENT FUND (170)

OBJECT CODE	CATEGORY	2012/13 ADOPTED BUDGET	2012/13 AMENDED AMOUNT	2012/13 REVISED BUDGET
Revenues				
<u>Non-Revenue</u>				
3999000	Carryover	\$ 2,256	\$ 8	\$ 2,264
	SUBTOTAL	\$ 2,256	\$ 8	\$ 2,264
	Total Amendments - Revenues		\$ 8	
Expenditures				
<u>Non Departmental/Transfers (5001-572)</u>				
6999	Capital Reserve	\$ 2,256	\$ 8	\$ 2,264
	SUBTOTAL	\$ 2,256	\$ 8	\$ 2,264
	Total Amendments - Expenditures		\$ 8	

911 FUND (180)

OBJECT CODE	CATEGORY	2012/13 ADOPTED BUDGET	2012/13 AMENDED AMOUNT	2012/13 REVISED BUDGET
Revenues				
<u>Non-Revenue</u>				
3999000	Carryover	\$ -	\$ 29,658	\$ 29,658
	SUBTOTAL	\$ -	\$ 29,658	\$ 29,658
	Total Amendments - Revenues		\$ 29,658	
Expenditures				
<u>Public Safety (2001-521)</u>				
6999	Capital Reserve	\$ -	\$ 29,658	\$ 29,658
	SUBTOTAL	\$ -	\$ 29,658	\$ 29,658
	Total Amendments - Expenditures		\$ 29,658	

**DEBT SERVICE FUND
SERIES 2010 & 2011 (230)**

OBJECT CODE	CATEGORY	2012/13 ADOPTED BUDGET	2012/13 AMENDED AMOUNT	2012/13 REVISED BUDGET
Revenues				
	<u>Non-Revenue</u>			
3811001	Transfer from General Fund	\$ 1,210,019	\$ (11,589)	\$ 1,198,430
3999000	Carryover	-	11,589	11,589
	SUBTOTAL	\$ 1,210,019	\$ -	\$ 1,210,019
	Total Amendments - Revenues		\$ -	

**DEBT SERVICE FUND
SERIES 2012 CHARTER SCHOOL LAND ACQUISITION (250)**

OBJECT CODE	CATEGORY	2012/13 ADOPTED BUDGET	2012/13 AMENDED AMOUNT	2012/13 REVISED BUDGET
Revenues				
	<u>Non-Revenue</u>			
3811001	Transfer from General Fund	\$ 403,132	\$ (3,490)	\$ 399,642
3999000	Carryover	-	3,490	3,490
	SUBTOTAL	\$ 403,132	\$ -	\$ 403,132
	Total Amendments - Revenues		\$ -	

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: February 26, 2013

SUBJECT: **Ordinance Approving Sale and Purchase Agreement Between City And Presidential Aventura Properties, LLC (Mark Gordon) for City Owned Property**

1st Reading March 5, 2013 City Commission Meeting Agenda Item 7B
2nd Reading April 2, 2013 City Commission Meeting Agenda Item _____

RECOMMENDATION

It is recommended that the City Commission adopt the attached Ordinance authorizing the execution of the Sale and Purchase Agreement between City (Seller) and Presidential Aventura Properties, LLC (Mark Gordon) (Purchaser) for the purchase of the City owned 16,490 square feet lot located on Biscayne Boulevard and N.E. 213th Street.

BACKGROUND

As reviewed at the January 2013 Workshop Meeting, the Administration was authorized to negotiate a Sale and Purchase Agreement for the City owned property located at Biscayne Boulevard and N.E. 213th Street previously declared surplus by the City.

The following is an outline of the major items and conditions contained in the Agreement:

1. Purchase price is \$1,100,000.
2. The Purchaser will, at its cost, install, construct and maintain the access road in accordance with Exhibit "C" on City right-of-way. The road improvement will be dedicated to the City at no cost. The access road was designed by the City Engineer and Traffic Engineer to align correctly with the Biscayne Boulevard and N.E. 213th Street intersection. Any modifications to the plan outlined in Exhibit "C" require FDOT, County and City approval. The improvements shall be

complete prior to the issuance of a Certificate of Occupancy for the Office Building to be built on the property.

3. The Purchaser plans to construct an office building at a maximum of 12,000 square feet and four stories.
4. The closing is subject to the Purchaser obtaining final site plan approval from the City including any parking or setback variances.
5. The closing is anticipated to occur in ninety days of this Agreement approval.

It is recommended that the proceeds from the sale be deposited in City funds as follows:

- \$1,000,000 to the Park Development Fund and future park improvements.
- \$100,000 to the Charter School Fund for future equipment needs.

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

EMS/act

Attachment

CCO1795-13

ORDINANCE NO. 2013 - ____

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA APPROVING THE SALE AND PURCHASE AGREEMENT BETWEEN THE CITY OF AVENTURA AND PRESIDENTIAL AVENTURA PROPERTIES, LLC FOR THE SALE OF CITY REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SALE AND PURCHASE AGREEMENT AND TO EXECUTE ANY DOCUMENTS NECESSARY TO EFFECTUATE THE SALE AND CLOSING OF THE CITY REAL PROPERTY; PROVIDING FOR IMPLEMENTATION OF TRANSACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to sell and convey a parcel of City owned land consisting of approximately 16,490 square feet and located westerly of the intersection of N.E. 213th Street And Biscayne Boulevard (the "City Parcel"), which has been found to be surplus and not needed for City purposes, subject to the terms and conditions of the Sale and Purchase Agreement between the City of Aventura and Presidential Aventura Properties, LLC, a Florida limited liability company (the "Agreement") attached hereto as Exhibit "A"; and

WHEREAS, the City Commission finds that the approval of the Agreement is in the best interest of the City.

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

Section 1. Recitals Adopted. That the recitals set forth above are hereby adopted and confirmed.

Section 2. Sale and Purchase Agreement Approved; Transaction Authorized.

That pursuant to City Charter Section 4.03(7), the Agreement attached hereto as Exhibit "A" is hereby approved, and the sale and conveyance of the City Parcel is hereby authorized.

A. That the City Manager is authorized to execute the Agreement, in substantially the form which is attached hereto, the City's deed or instrument of conveyance, the closing papers, and all other necessary documents to effectuate the sale and closing of the City Parcel, including, but not limited to, an instrument to provide

for the public right-of-way dedication of the adjacent parcel which is described in the Agreement, once approved by the City Attorney as to form and legal sufficiency.

B. That the City Manager and City Attorney are hereby authorized to take any action which is necessary to implement the sale and closing of the transaction and to enforce the Agreement and all matters related thereto.

Section 3. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading, and shall supersede Ordinance No. 2008-04 concerning the City Parcel.

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

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

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

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

PASSED AND ADOPTED on first reading this 5th day of March, 2013.

PASSED AND ADOPTED on second reading this 2nd day of April, 2013.

Susan Gottlieb, Mayor

ATTEST:

Teresa M. Soroka, MMC
City Clerk

Approved as to Form and Legal Sufficiency:

City Attorney

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2013, by and between the **CITY OF AVENTURA, a Florida municipal corporation**, (the “Seller”) and **PRESIDENTIAL AVENTURA PROPERTIES, LLC, a Florida Limited Liability Company** (the “Purchaser”).

R E C I T A L S

1. Seller is the owner of certain real property containing approximately 16,490 square feet located in the City of Aventura, Miami-Dade County, Florida, as legally described and depicted on Exhibit “A” attached hereto and made a part hereof (hereinafter the “Property” as defined in Section 1.14 herein below).

2. Seller is also the owner of the adjacent parcel of real property to the north of the Property containing approximately 9,145 square feet located in the City of Aventura, Miami-Dade County Florida, as legally described and depicted on Exhibit “B” attached hereto and made a part hereof (hereinafter the “Access Parcel” as defined in Section 1.1 herein below).

3. Purchaser desires to purchase, and Seller desires to sell the Property, upon the terms and conditions hereinafter set forth. Purchaser’s development and use of the Property requires Site Plan Approval in order to permit development of the Property as office use.

4. In connection with Purchaser’s purchase and use of the Property, Seller will concurrently with the Closing of the Property and subject to the terms and conditions herein set forth, dedicate the Access Parcel as public right-of-way in order to provide the Property with access and ingress and egress to and from Biscayne Boulevard and for the future westerly expansion of N.E. 213 Street.

5. As a condition of development of the Property and Site Plan approval, Purchaser will, at its sole cost and expense, install, construct and maintain on the Access Parcel an access road and/or driveway and connections in accordance with the sketch attached hereto and made a part hereof as Exhibit “C” (hereinafter the “Access Road Improvements” as defined in Section 1.2 herein below), and shall obtain, at its sole cost and expense, all required permits and approvals for such Access Road Improvements from the Florida Department of Transportation (“FDOT”) and Miami-Dade County, Florida, with all final plans for the access road to be approved by Seller. Any changes or modifications to Exhibit “C” attached hereto shall require the prior approval of FDOT, Miami-Dade County and Seller.

6. Purchaser will convey and/or dedicate the Access Road Improvements on the Access Parcel to Seller as public right-of-way improvements. Purchaser shall, at its sole cost and

expense, maintain the Access Road Improvements until such time as the future westerly extension of N.E. 213 Street is constructed.

7. Purchaser shall, at its sole cost and expense, obtain all required permits and approvals from FDOT and Miami-Dade County, Florida for the installation and construction of the Access Road Improvements and driveway and connections on the Access Parcel, and for the installation of a new mast arm at the easterly limit of N.E. 213 Street/Biscayne Boulevard intersection, as shown on the sketch attached hereto as Exhibit "C", including all required or necessary signalization and other improvements or facilities as may be required by FDOT or Miami-Dade County, Florida for the efficient and proper functionality of the intersection.

8. Seller intends at a future date to construct or have constructed a westerly extension to N.E. 213 Street, which extension will provide access to the Property. Upon the construction of the westerly extension of N.E. 213 Street providing access to and from the Property, the ingress and egress from N.E. 213 Street shall be limited to right-in and right-out only.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

SECTION 1. DEFINITIONS. For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the following meaning:

1.1 Access Parcel. The real property consisting of approximately 9,145 square feet adjacent to and north of the Property as more particularly described on Exhibit "B" attached hereto and incorporated herein by reference, to be dedicated by Seller as public right-of-way concurrently with the Closing of the Property and in accordance with the terms and conditions set forth in this Agreement, in order to provide access and ingress and egress to and from the Property and Biscayne Boulevard.

1.2 Access Parcel Improvements. The improvements and facilities required to be installed, constructed and maintained by Purchaser on the Access Parcel, at its sole cost and expense, for the purpose of providing access and ingress and egress to and from the Property to Biscayne Boulevard, including an access road, driveways(s) and driveway connections to Biscayne Boulevard, in accordance with the sketch attached hereto and made a part hereof as Exhibit "C". The Access Road Improvements shall also include, at the sole cost and expense of the Purchaser, the installation and construction of a new mast arm at the easterly limit of the N.E. 213 Street and Biscayne Boulevard intersection, and all required or necessary signalization and other improvements or facilities as may be required by FDOT and Miami-Dade County, Florida for the efficient and proper functionality of the intersection.

1.3 Business Day. Monday through Friday excluding bank holidays on which national banking associations are authorized to be closed.

1.4 Closing. The Closing and consummation of the purchase and sale of the Property as contemplated by this Agreement.

1.5 Closing Date (or Date of Closing). The date upon which Closing occurs.

1.6 Condemnation Proceeding. Any proceeding or threatened proceeding in condemnation, eminent domain or written request in lieu thereof.

1.7 Deed. The special warranty deed of conveyance of the Property from Seller to Purchaser.

1.8 Earnest Money. The funds to be paid by Purchaser to Escrow Agent pursuant to Section 3 hereof, plus any interest earned thereon.

1.9 Effective Date. The date when the last one of Seller or Purchaser has signed and initialed all changes to this Agreement. The parties acknowledge that Seller's execution of this Agreement shall occur immediately subsequent to approval of this Agreement by the City Commission.

1.10 Escrow Agent. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

1.11 Owner's Title Policy. An Owner's marketability policy of title insurance on the most current ALTA Form for the Property in the amount of the Purchase Price, and containing such additional endorsements permitted under Florida title insurance regulations as reasonably requested by Purchaser.

1.12 Permits. All consents, notices of completion, environmental and utility permits and approvals authorizations, variances, waivers, licenses, permits, certificates and approvals from any governmental authority or quasi-governmental authority issued or granted with respect to the Property and the Access Parcel now or prior to Closing.

1.13 Person. Any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

1.14 Property. The real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference consisting or approximately 16,490 square feet and appurtenant easements thereto, together with all of Seller's right, title and interest in and to all

easements, rights of way, strips and gores of land, tenements, hereditaments and appurtenances, reversions, remainders, privileges, licenses and other rights and benefits belonging to, running with or in any way relating thereto; together with all right, title and interest of Seller (if any) in and to any land lying in the bed of any street, road or highway, open or proposed, in front of, abutting or adjoining the Property.

1.15. Purchaser. Presidential Aventura Properties, LLC, a Florida limited liability company, Attention Mark Gordon, Manager. Purchaser's mailing address is 2875 Northeast 191st Street, Suite 400, Aventura, Florida 33180. Telephone: (305) _____; Telecopier: (305) _____.

1.16 Purchaser's Attorney. Fromberg, Perlow & Kornik, P.A. Attention: Gary Ian Nesbitt, Esq. Purchaser's Attorney's mailing address is 18901 Northeast 29th Avenue, Suite 100, Aventura, Florida 331801. Telephone: (305) 933-2000; Telecopier: (305) 936-0101.

1.17 Seller. City of Aventura, Attention: City Manager. Seller's mailing address is 19200 West Country Club Drive, Aventura, Florida 33180. Telephone: (305) 466-8910; Telecopier: (305) 466-8919.

1.18 Seller's Attorney. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. Attention: Lillian M. Arango, Esq. Seller's Attorney's mailing address is 2525 Ponce de Leon Boulevard, Suite 700, Coral Gables, Florida 33134. Telephone: (305) 854-0800; Telecopier: (305) 854-2323.

1.19 Seller-Caused Monetary Lien. Any lien, monetary judgment, past due tax or assessment or other similar encumbrance of a monetary nature against the Property or any portion of the Property evidencing a monetary obligation created by or through Seller.

1.20 Survey. A survey of the Property prepared by a licensed surveyor in the State of Florida, certified as meeting the minimum standards for survey in the State of Florida. The Survey shall (i) show the square footage and acreage of the Property, (ii) show the location of any utility and other lines and easements, either visible or recorded, and the recording references of all the recorded easements shown on the Title Commitment, (iii) show the elevation and flood zone information, and (iv) contain such other items as may be reasonably required by Purchaser.

1.21. Termination Date. The date which is forty five (45) days after the Effective Date.

1.22 Title Commitment. The commitment for title insurance to be obtained by Purchaser pursuant to Section 5 below.

1.23 Title Company. A title insurance company licensed to write title insurance in the State of Florida which is selected by Purchaser.

SECTION 2. PURCHASE AND SALE. Purchaser shall purchase the Property from Seller, and Seller shall sell, convey, transfer and assign the Property to Purchaser, subject to and in accordance with the terms and conditions of this Agreement.

SECTION 3. EARNEST MONEY. Upon the Effective Date, Purchaser shall deposit in escrow with the Escrow Agent the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) as Earnest Money, to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement. Any interest earned on the Earnest Money shall accrue to the benefit of Purchaser, unless the Earnest Money is delivered to the Seller as liquidated damages pursuant to Section 16 herein below, in which event such interest shall accrue to the benefit of Seller and be delivered to Seller as part of the Earnest Money. Purchaser and Seller agree to sign all forms and reports reasonably required in connection with the holding and investing by Escrow Agent of the Earnest Money. For purposes of reporting any earned interest with respect to the Earnest Money, Purchaser and Seller shall provide Escrow Agent with their respective Federal Tax Identification numbers.

SECTION 4. PURCHASE PRICE. The purchase price for the Property is One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (the "Purchase Price"). The entire Purchase Price, less the amount of the Earnest Money and subject to adjustments and proration as herein provided, shall be due and payable by wire transfer, in immediately available funds at Closing.

SECTION 5. TITLE; SURVEY. Title to the Property shall be good and marketable and insurable fee simple title in the amount of the Purchase Price. Seller shall deliver such affidavits and agreements as may be reasonably required by the Title Company in order to issue the Owner's Title Policy in accordance with this Agreement.

5.1 Examination of Title. Purchaser may obtain, at Purchaser's expense, an ALTA title insurance commitment (the "Title Commitment") issued by the Title Company covering the Property pursuant to which the Title Company agrees to issue the Owner's Title Policy to Purchaser. The cost of the Title Commitment (including all title search, examination and document preparation fees) and the Owner's Title Policy (and any simultaneous issue to a mortgagee and all endorsements) shall be paid by Purchaser.

5.2 Survey. At Purchaser's option, Purchaser may obtain the Survey. The cost of the Survey shall be paid by Purchaser.

5.3 Permitted Exceptions. The sale of the Property shall be subject to the following:

5.3.1 The lien of all ad valorem real estate taxes and assessments for the tax year in which Closing occurs, subject to proration as herein provided, and subsequent years;

- 5.3.2** All laws, ordinances, and governmental regulations, including but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and
- 5.3.3** Any items shown on the Title Commitment to which Purchaser does not object and those title objections waived by Purchaser in accordance with Section 5.4 below.
- 5.3.4** All matters shown on the Survey, including all existing easements and facilities located on the Property as of the Effective Date of this Agreement.

The above items described in this Section 5.3 are herein collectively referred to as the "Permitted Exceptions."

5.4 Objections to Title and Survey. Purchaser shall be entitled to object to any exceptions to title disclosed in the Title Commitment and/or matters shown on the Survey that render title unmarketable within thirty (30) days of the Effective Date, by written notice to Seller. In the event that Purchaser shall so object to the Title Commitment and/or the Survey, Seller shall have thirty (30) days after receipt of such notice to attempt to cure Purchaser's objections or advise Purchaser it is unwilling to do so. In the event Seller is unwilling or unable to so cure such objections, Purchaser may (i) waive such objections, or (ii) terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be immediately returned to Purchaser and neither Purchaser nor Seller shall have any further obligations hereunder, except obligations that expressly survive the termination of this Agreement.

5.5 Cure of Seller-Caused Monetary Liens. Notwithstanding Section 5.4 above, if the Title Commitment reveals the existence of a Seller-Caused Monetary Lien, then Seller shall pay any amount due in satisfaction of each such Seller-Caused Monetary Lien as to the Property only (or, subject to Purchaser's reasonable approval, otherwise cause the same to be removed as an exception in the Title Commitment) which amount, at the option of Seller, may be paid from the proceeds of the Purchase Price at Closing. Notwithstanding the foregoing, if the amount of the Seller Caused Monetary Lien, either individually or in the aggregate, exceeds Twenty Five Thousand and 00/100 Dollars (\$25,000.00) (the "Cure Limit"), Seller shall have the right, in Seller's sole discretion, within fifteen (15) days after receipt of Purchaser's title objection notice as set forth in Section 5.4 to advise Purchaser as to whether it will pay the amount in excess of the Cure Limit necessary to satisfy the Seller-Caused Monetary Lien. If Seller elects not to pay the amount in excess of the Cure Limit, Purchaser shall have the options (on the same terms and conditions) as set forth in Section 5.4 (i) and (ii) above.

5.6 Purchaser's Right to Terminate. If any title matter other than a matter disclosed in the Title Commitment or the Survey arises or becomes known to Purchaser subsequent to the date of the Title Commitment (a "New Title Matter") and such New Title Matter (a) is a Seller-Caused Monetary Lien, or (b) was created or consented to by Seller, then Seller shall cure the

New Title Matter up to the Cure Limit, at Seller's expense, on or before Closing. If the New Title Matter is not a Seller-Caused Monetary Lien or was not created or consented to by Seller, then Seller shall have until the earlier of (i) five (5) Business Days of Seller's receipt of written notice thereof or (ii) the Closing Date, within which to cure the same, and if such New Title Matter is not cured within such period, then Purchaser may, at its sole option, exercised by written notice to Seller within five (5) Business Days following the expiration of the five (5) Business Day cure period, either (i) terminate this Agreement and receive a refund of the Earnest Money or (ii) elect to close subject to such New Title Matter. In the event of termination, neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

SECTION 6. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser and covenants and agrees with Purchaser, on and as of the date hereof, to be certified to Purchaser on or as of the Closing, as follows:

6.1 Power and Authority. Seller has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder. The execution, delivery and performance of this Agreement by Seller (i) has been duly and validly authorized by all necessary action on the part of Seller, and (ii) does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which Seller or the Property is bound or to which Seller is a party.

6.2 Parties in Possession. Other than Seller, there are no parties in possession of any portion of the Property as lessees or tenants.

6.3 AS-IS. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES AS TO THE QUANTITY, QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE ZONING THEREOF, OR THE AVAILABILITY OF PERMITS RELATING THERETO, AND THAT PURCHASER IS NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATION OR INDUCEMENT THAT MAY HAVE BEEN MADE BY SELLER OR SELLER'S REPRESENTATIVES, AGENTS OR EMPLOYEES WITH RESPECT TO THE QUANTITY, QUALITY OR WITH RESPECT TO THE PRESENT OR FUTURE CONDITION, ENVIRONMENTAL OR OTHERWISE, ZONING OR PERMITTING OF SAID PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF THE PROPERTY IS "AS IS" WITHOUT ANY WARRANTY OR REPRESENTATION FOR ANY OTHER PURPOSE, EXPRESS OR IMPLIED.

6.4 Survival. Except for Section 6.3, the foregoing representations and warranties of Seller in this Section 6 shall not survive the Closing or termination of this Agreement.

SECTION 7. PURCHASER'S REPRESENTATIONS AND WARRANTIES.

Purchaser represents and warrants to Seller that the following facts and conditions exist and are true as of the date hereof and shall exist and be true as of the date of the Closing.

7.1 Organization; Power; and Authority. Purchaser is validly formed limited liability company in good standing organized and existing under the laws of the State of Delaware and has all requisite power and authority to purchase the Property and to enter into and perform its obligations hereunder. The execution, delivery and performance of this Agreement by Purchaser (i) has been duly and validly authorized by all necessary action on the part of Purchaser, and (ii) does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which Purchaser is bound or to which Purchaser is a party.

SECTION 8. SELLER'S COVENANTS. From and after the date hereof, through and including the Closing Date, Seller agrees as follows:

8.1 Maintenance Prior to Closing. Between the date of this Agreement and the Closing Date, Seller shall maintain the Property, committing or permitting no waste thereto, such that at the time of the Closing, the Property shall be in substantially the same physical condition as on the date of Seller's execution of this Agreement

8.2 Notices. Seller shall, promptly upon Seller's obtaining knowledge thereof, provide Purchaser with a written notice of any event which has a material adverse effect on the physical condition of the Property.

8.3 Notices of Violation. Promptly after Seller obtains actual knowledge or upon receipt of written notice thereof, Seller has provided or shall provide Purchaser with written notice of any violation of any legal requirements affecting the Property, any service of process relating to the Property or which affects Seller's ability to perform its obligations under this Agreement.

SECTION 9. PURCHASER'S DUE DILIGENCE AND INSPECTION OF PROPERTY

9.1 Inspection of Property; Access. Purchaser shall have forty five (45) days from the Effective Date to conduct any and all inspections which Purchaser desires to conduct, in order to determine the feasibility of the Property for Purchaser's intended purpose (the "Inspection Period"). Purchaser or its appointed agents or independent contractors shall have, at all reasonable times during the Inspection Period, the privilege of going upon the Property, at Purchaser's sole cost and expense, to inspect, examine, test, investigate, appraise and survey the Property, including, without limitation, soils and environmental tests and inspections. In exercising the privileges granted pursuant to this subsection 9.1, Purchaser shall substantially restore the Property to the condition existing prior to such activities on the Property. Purchaser

agrees to indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses, losses and liability for damage of any kind arising from or attributable to any acts performed by Purchaser or its appointed agents or independent contractors in exercising Purchaser's inspection rights under this subsection 9.1, including reasonable attorneys' fees and costs. Purchaser hereby further agrees to defend, indemnify and hold Seller harmless from and against all liens on the Property filed by contractors, materialmen or laborers performing work and tests for Purchaser including reasonable attorney's fees and costs. The foregoing indemnities shall survive the Closing and any termination of this Agreement. In conducting any inspections, investigations or tests of the Property, Purchaser and its agents and representatives shall: (i) not interfere with the operation and maintenance of the Property; (ii) not damage any part of the Property or any personal property owned or held by any party; (iii) not injure or otherwise cause bodily harm to Seller, or its respective agents, guests, invitees, contractors and employees or their guests or invitees; (iv) comply with all applicable laws; (v) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (vi) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (vii) repair any damage to the Property resulting directly or indirectly from any such inspection or tests; and (viii) not reveal or disclose prior to Closing any information obtained concerning the Property except as may be otherwise required by applicable law. In the event that the Purchaser elects not to proceed with this transaction, the Purchaser shall restore the Property to its condition existing prior to Purchaser's inspections within five (5) days of canceling this transaction, and additionally Purchaser shall furnish Seller with copies of any inspection reports that it may have obtained during the Inspection Period, if any. The obligations of Purchaser in the preceding sentence shall survive the termination of this Agreement.

9.2 Termination Right. If Purchaser is dissatisfied, for any reason and in Purchaser's exclusive judgment, with the results of Purchaser's investigation and study of the Property on or before 5:00 p.m. on the Termination Date, then Purchaser may terminate this Agreement by notifying Seller and Seller's Attorney of such termination on or before 5:00 p.m. on the Termination Date, whereupon the Earnest Money shall be refunded to Purchaser by the Escrow Agent and thereafter neither party hereto shall have any further rights, obligations, or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. If Purchaser fails to timely notify Seller of such termination on or before 5:00 p.m. on the Termination Date, then Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this subsection 9.2. and shall be deemed to have elected to accept the Property in its present AS-IS condition.

SECTION 10. CLOSING.

Subject to satisfaction of all conditions to Closing, the Closing shall be held during regular business hours on the date which is on or before fifteen days (15) days after Final Approval of the Site Plan Approval, as set forth in section 10.3.3. The Closing shall be held at the offices Seller or Seller's Attorney, at a time mutually acceptable to both parties. If no such selection is timely made, the Closing shall be held at 10:30 a.m. local time on the Closing Date or at such other time or such other place as may be mutually agreed in writing by the parties hereto.

10.1 Delivery: Possession. At Closing, Seller shall deliver to Purchaser the items required of Seller under this Agreement, and Purchaser shall deliver to Seller the balance of the Purchase Price (after crediting the Earnest Money and making other adjustments and prorrations as provided herein) and the other items required of Purchaser under this Agreement. Seller shall deliver possession of the Property to Purchaser at the time of Closing. Risk of loss shall remain with Seller until Closing.

10.2 Closing Costs.

10.2.1 Seller's Costs. Seller shall pay (i) the fees and expenses of Seller's attorneys, and (ii) the cost of recording any corrective instruments.

10.2.2 Purchaser's Costs. Purchaser shall pay (i) any costs incurred by Purchaser in preparing and performing its due diligence investigations, (ii) the cost of the Title Commitment (including title search, examination and document preparation fees and other costs required by the Title Company), (iii) the premium for the Owner's Title Policy (including any simultaneous issue to a mortgagee and all endorsements), (iv) the cost of recording the Deed, (v) the cost of the Survey, (vi) the documentary stamps due on the Deed, (vii) the surtax due on the Deed, (viii) the fees and expenses of Purchaser's attorneys, and (ix) all costs incurred with any financing of the Purchase Price or any portion thereof.

10.2.3 Other Costs. Any other costs not specifically provided for in subsection 10.2.1, subsection 10.2.2 or otherwise pursuant to the terms of this Agreement including escrow fees and other escrow related charges of the Escrow Agent in its capacity as escrow agent only, shall be paid by the party who incurred those costs, or if neither party is charged with incurring any such costs, then by the party customarily assessed for such costs in the place where the Property is located.

10.2.4 Survival. The provisions of this subsection 10.2 shall survive the Closing and the delivery of the Deed.

10.3 Purchaser's Conditions to Closing. Purchaser's obligation to purchase the Property is expressly conditioned upon the fulfillment or satisfaction of each of the following conditions precedent on or before the Closing Date (any of which may be waived only in writing by Purchaser in its discretion):

- 10.3.1** Seller shall have fully performed in all material respects each undertaking and covenant and agreement to be performed by Seller under this Agreement including, but not limited to, delivery of all items and documents required under Section 12 below;
- 10.3.2** Each representation and warranty made in this Agreement by Seller shall be complete, true and accurate in all material respects;
- 10.3.3** Purchaser shall have obtained from Seller “Final Approval” (which for purposes of this Agreement shall mean that all appeal periods have expired without the filing of an objection) of (i) a Site Plan permitting development of a maximum of 12,000 square feet of office space on the Property; and (ii) any necessary variances to the City of Aventura’s Code to permit development of a maximum of 12,000 square feet of office space on the Property (collectively, the “Site Plan Approval”). No later than five (5) days after the Termination Date of this Agreement (the “Required Applications Filing Date”), Purchaser shall, at no cost or expense to Seller, submit to the Seller complete applications for the Site Plan Approval for the Property (collectively, the “Required Applications”), and thereafter diligently, expeditiously and in good faith prosecute the Required Applications, including the submittal of any documentation necessary and required by Seller in connection with processing and approval of such application. In the event that Purchaser has not obtained the Site Plan Approval within ninety (90) days of the Effective Date of this Agreement (the “Approval Period”), either party shall have the right to terminate this Agreement, whereupon the Earnest Money shall be returned to Purchaser by the Escrow Agent and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. Seller shall have the right to elect, in its sole discretion, upon written notice given by Purchaser to Seller prior to the expiration of the Approval Period to extend the Approval Period by an additional thirty (30) days, provided such notice is accompanied by evidence reasonably demonstrating that Purchaser has timely submitted its application by the Required Applications Filing Date and has diligently, expeditiously and in good faith prosecuted the Required Applications. Seller agrees to process the Required Applications in accordance with applicable laws and requirements as set forth in its Code. Purchaser shall reimburse or pay Seller for all costs incurred by Seller in connection with any required variance applications as set forth in (ii) of this subsection, and said costs shall be reimbursed or payable to Seller no later than the Closing Date. Seller and Purchaser agree that the Site Plan

Approval is a condition precedent to the Closing of the sale and purchase of the Property.

10.3.4

Right-of-Way Dedication of Access Parcel by Seller. Simultaneously at the time of Closing, and provided that all Closing Contingencies have been satisfied, including the Site Plan Approval, Seller shall dedicate the Access Parcel as public right-of-way for the purpose of providing access and ingress and egress to and from the Property and Biscayne Boulevard.

(a) Purchaser's Obligation to Construct and Maintain Access Improvements on Access Parcel. Purchaser shall, at its sole cost and expense, install and construct the Access Improvements on the Access Parcel in accordance with the sketch attached hereto and made a part hereof as Exhibit "C", and shall obtain all required permits and approvals for such installation and construction of the Access Improvements from the Florida Department of Transportation ("FDOT") and Miami-Dade County, Florida, with all final plans for the access locations and Access Improvements to be approved by Seller. Any changes or modifications to Exhibit "C" attached hereto shall require the prior approval of FDOT, Miami-Dade County and Seller. The Access Improvements shall be a condition of Site Plan Approval and shall be completed by Purchaser prior to the issuance of a Certificate of Occupancy for the Property. Upon completion of the Access Improvements, Purchaser shall convey and/or dedicate the Access Improvements on the Access Parcel to Seller as public right-of-way improvements. Purchaser shall, at its sole cost and expense, maintain the Access Improvements in good conditions and repair and in accordance with all applicable laws, requirements and standards of FDOT, Miami-Dade County, Florida and Seller, until such time as the westerly extension of N.E. 213 Street is constructed and completed. The obligations of Purchaser in this subsection shall survive the Closing and the expiration or termination of this Agreement.

(b) Purchaser shall, at its sole costs and expense, obtain all required permits and approvals from FDOT and Miami-Dade County, Florida for the installation and construction of the Access Improvements, including a new mast arm at the easterly limit of the N.E. 213 Street and Biscayne Boulevard intersection, as shown on the sketch attached hereto as Exhibit "C", and all required or necessary signalization and other improvements or facilities as may be required by FDOT or Miami-Dade County, Florida for the efficient and proper functionality of the intersection. The

obligations of Purchaser in this subsection shall survive the Closing and expiration or termination of this Agreement.

(c) Seller intends at a future date to construct or have constructed a westerly extension to N.E. 213 Street, which extension will provide access to the Property. Upon the construction of the westerly extension of N.E. 213 Street providing access to and from the Property, the access and ingress and egress from the Property to and from N.E. 213 Street shall be limited to right-in and right-out only. The obligations of Purchaser in this subsection, including all restrictions as to access and ingress and egress from N.E. 213 Street, shall survive the Closing and expiration or termination of this Agreement.

(d) In the event that the real property to the north and adjacent to the Access Parcel is developed, and the owner and/or developer of such parcel desires to connect and use the Access Parcel Improvements, Seller will recover from such owner and/or developer one half (1/2) of the costs of Purchaser's Access Parcel Improvements consisting of the mast arm installation at the limit of the intersection of N.E. 213 Street and Biscayne Boulevard and all required or necessary signalization and other improvements or facilities as required by FDOT and Miami-Dade County. Seller shall pay all recovered costs for such Access Parcel Improvements to Purchaser.

If any of the foregoing conditions are not satisfied at or before the Closing Date, then Purchaser, as its sole remedy may either (1) terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be returned to Purchaser and the parties shall be released from all obligations and liabilities under this Agreement except those that expressly survive termination of this Agreement or (2) elect to close and accept the Property and title thereto "as is" without claim against the Seller therefor and without reduction to the Purchase Price. If the Purchaser does not timely deliver to Seller such notice of termination by the Closing Date, then Purchaser shall be deemed to have elected to proceed pursuant to subsection (2) of the preceding sentence. If the failure of any of the foregoing would constitute a default hereunder, Purchaser shall have the rights and remedies provided in Section 16.

10.4 Seller's Conditions to Closing. Seller's obligation to sell the Property is expressly conditioned upon the fulfillment or satisfaction of each of the following conditions

precedent on or before the Closing Date (any of which may be waived only in writing by Seller in its discretion):

- 10.4.1** Purchaser shall have fully performed in all material respects each undertaking and covenant and agreement to be performed by Purchaser under this Agreement;
- 10.4.2** Each representation and warranty made in this Agreement by Purchaser shall be complete, true and accurate in all material respects;

If the failure of any of the foregoing conditions are not satisfied at or before the Closing Date, then in addition to any remedy available to Seller under this Agreement, Seller may terminate this Agreement by written notice to Purchaser, in which event the Earnest Money shall be delivered to Seller as agreed as liquidated damages and the parties shall be released from all obligations and liabilities under this Agreement except those that expressly survive termination of this Agreement; provided, however, that if any of the foregoing would constitute a default hereunder, Seller shall have the rights and remedies provided in Section 16.

SECTION 11. PRORATIONS AND CREDITS AT CLOSING. All prorations to be made “as of the Closing Date” shall each be made as of 11:59 p.m. local time on the date immediately preceding the Closing Date. In each proration set forth below, the portion thereof allocable to periods beginning with the Closing Date shall be credited to Purchaser, or charged to Purchaser, as applicable, at Closing or, in the case of allocations made after Closing, upon receipt of such payments or invoice as of the Closing Date. Except as may otherwise be specified herein, the following items shall, as applicable, be prorated between Purchaser and Seller or credited to Purchaser or Seller:

11.1 Property Taxes and Assessments.

- 11.1.1 Taxes.** The Property is currently exempt from real estate taxes. Purchaser shall be responsible for all real estate taxes forward from the Closing Date.
- 11.1.2 Special Assessments.** Certified, confirmed and ratified special assessment liens as of Date of Closing (and not as of the date of this Agreement) shall be paid by Seller or Purchaser shall receive a credit therefor. Pending liens as of Date of Closing shall be assumed by Purchaser; provided, however, that where the improvement for which the special assessment was levied, had been substantially completed as of the date of this Agreement, such pending liens shall be considered as certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the estimated assessment for the improvement.

11.2 Other Matters. Seller and Purchaser shall make such other adjustments and apportionments as are expressly set forth in this Agreement.

11.3 Survival. The provisions of this Section 11 shall survive the Closing and the delivery of the Deed. In the event final figures have not been reached on any of the adjustments, prorations or costs which are to be adjusted at or prior to Closing pursuant to this Section 11, the parties shall close using adjustments and prorations reasonably estimated by Seller and Purchaser, subject to later readjustment when such final figures have been obtained.

SECTION 12. CONVEYANCES AND DELIVERIES AT CLOSING.

12.1 Deed. At Closing, Seller shall convey the Property to Purchaser by a duly executed and recordable special warranty deed (herein referred to as "Deed") in substantially the form attached hereto as Exhibit "D".

12.2 Section 1445 Certificate. At Closing, Seller shall execute and deliver to Purchaser and the Title Company a certificate stating that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and the regulations thereunder.

12.3 Form 1099. At Closing, Seller shall execute and deliver to Purchaser and the Title Company such federal income tax reports respecting the sale of the Property as required by the Internal Revenue Code and such other information required by the Title Company to complete IRS Form 1099 with respect to this transaction.

12.4 Affidavit of Title. At Closing, Seller shall execute and deliver to Purchaser and to the Title Company a no-lien, possession and gap title affidavit in the form attached hereto as Exhibit "E".

12.5 Closing Statement. At Closing, Seller and Purchaser shall execute and deliver a Closing Statement which shall, among other items, set forth the Purchase Price, all credits against the Purchase Price, the amounts of all prorations and other adjustments to the Purchase Price and all disbursements made at Closing on behalf of Purchaser and Seller in accordance with the terms of this Agreement.

12.6 Physical Possession. At Closing, Seller shall deliver to Purchaser possession of the Property.

12.7 Other Documents. At Closing, Seller and Purchaser shall deliver to each other any other documents expressly required to be delivered or furnished pursuant to any other provisions of this Agreement or reasonably required to carry out the purpose and intent of this Agreement.

SECTION 13. NOTICES. All notices, consent, approvals and other communications which may be or are required to be given by either Seller or Purchaser under this Agreement shall be properly given only if made in writing and sent by (i) hand delivery, or (ii) certified or registered mail, postage prepaid, return receipt requested, with all delivery charges paid by the sender and addressed to the Purchaser or Seller and their attorneys, as applicable, as set forth in Section 1. Such notices shall be deemed received, (1) if delivered by hand, on the date of delivery and (2) if sent by certified or registered mail, the date it is received as evidenced by signature on the return receipt. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Any change of address must be made by written notice to the other party and such change shall be effective five (5) days following receipt of such written notice by the other party. In the event that written notice, demand or request is made as provided herein, then in the event that such notice is returned to the sender by the U.S. Postal System because of insufficient address, or the party moved or otherwise (but not refusal of acceptance), such notices shall be deemed to have been received by the party to whom it was addressed on the date that such was initially placed in the U.S. Postal System by the sender.

SECTION 14. CASUALTY AND CONDEMNATION.

14.1 Casualty. The Property shall be conveyed to Purchaser in the same condition as on the date of this Agreement, ordinary wear and tear excepted, free of all tenancies or occupancies.

14.2 Condemnation. At Closing, Seller shall assign to Purchaser all of Seller's right, title and interest in and to the beds of streets, roads, alleys, avenues and highways abutting the Property and all of Seller's right, title and interest in and to all awards in condemnation, or damages or any kind, to which Seller is entitled at the time of Closing, by reason of any exercise of power of eminent domain with respect thereto or for the taking of the Property or any part thereof or by reason of any other event affecting the Property which gives rise to a damage claim against a third Party after the date hereof. Prior to the Closing Date, if all or any portion of the Property is taken, or if access thereto is reduced or restricted by eminent domain or otherwise (or if such taking, reduction or restriction is pending, threatened or contemplated) (hereinafter a "Condemnation Proceeding"), Seller shall immediately notify Purchaser of such fact. In the event that such notice related to the taking of all or any portion of the Property, Purchaser shall have the option, in its sole and absolute discretion, to terminate this Agreement upon written notice to Seller given not later than five (5) days after receipt of Seller's notice; whereupon the Earnest Money shall be refunded to Purchaser and thereafter neither Party shall have any rights, obligations or liabilities hereunder except with respect to those rights, obligations or liabilities which expressly survive the termination of this Agreement. If Purchaser does not elect to terminate this Agreement as herein provided, Seller shall pay to Purchaser any award received by Seller prior to Closing and Purchaser shall have the right to participate with Seller in any Condemnation Proceeding affecting the Property; provided, that in doing so Purchaser shall cooperate with Seller in good faith.

SECTION 15. BROKERS. Seller and Purchaser warrants and represents to the other that such party has not employed (expressly or impliedly) any broker, agent or other such Person as to which a commission or other such fee is or would become due or owing as a result of the purchase and sale contemplated hereby and has made no agreement (express or implied) to pay any broker's commission or other such fees in connection with the purchase and sale contemplated by this Agreement. Each of Seller (subject to the provisions and monetary limitations of Section 768.28, F.S.) and Purchaser agrees to indemnify and defend the other against, and to hold the other harmless of and from all claims, demands and liabilities (including reasonable attorney's fees and expenses incurred in defense thereof) for any commission or fees payable to, or claimed by, any broker, agent or other such Person arising out of the employment or engagement of such Person employed (expressly or impliedly) by Seller or Purchaser, as applicable, or with whom Seller or Purchaser, as applicable, has or is claimed to have, made an agreement (express or implied) to pay a commission or other such fee. The representation, warranties, undertakings and indemnities of this Section 15 shall survive the Closing hereunder and any termination of this Agreement.

SECTION 16. DEFAULT; REMEDIES.

16.1 Seller's Default/Purchaser's Remedies. Notwithstanding any other remedy provided for herein, if Seller defaults in the observance or performance of its covenants and obligations hereunder, Purchaser may, at its option, as its sole and exclusive remedy, elect to either (i) terminate this Agreement and receive a refund of the Earnest Money, or (ii) seek specific performance of this Agreement, in either case waiving any action for damages resulting from Seller's breach.

16.2 Purchaser's Default/Seller's Remedies. If Purchaser defaults in the observance or performance of its covenants and obligations hereunder, then Seller, as its sole and exclusive remedy, shall (as an election of remedies) receive the Earnest Money from Escrow Agent as liquidated damages. Purchaser and Seller acknowledge the difficulty of ascertaining the actual damages in the event of such default, that it is impossible to more precisely estimate the damages to be suffered by Seller upon such default, that the retention of the Earnest Money by Seller is intended not as a penalty but as full liquidated damages and that such amount constitutes a good faith estimate of the potential damages arising therefrom. Seller's right to so terminate this Agreement and to receive liquidated damages as aforesaid is Seller's sole and exclusive remedy. Seller hereby waives, relinquishes and releases any and all other rights and remedies, including but not limited to: (i) any right to sue Purchaser for damages or to prove that Seller's actual damages exceed the amount which is hereby provided Seller as fully liquidated damages or (ii) any other right or remedy which Seller may otherwise have against Purchaser, either at law, or equity or otherwise.

SECTION 17. ESCROW AGENT.

17.1 Performance of Duties. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement.

17.2 Reliance. Escrow Agent may (i) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or corrections as to form, manner of execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument; Escrow Agent's duties under this Agreement are and shall be limited to those duties specifically provided in this Agreement.

17.3 Right to Interplead. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or about the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement; upon filing such action, Escrow Agent shall be released from all obligations under this Agreement.

17.4 Attorney's Fees and Costs. In any suit between Purchaser and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the Escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The parties hereby agree that Escrow Agent shall not be liable to any party or person for misdelivery to Purchaser or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Agreement or gross negligence of Escrow Agent.

17.5 Escrow Agent as Counsel for Seller. It is acknowledged that Escrow Agent is counsel for Seller. It is agreed that Escrow Agent shall not be disabled or disqualified from representing Seller in connection with any dispute or litigation which may arise out of or in connection with this transaction or this Agreement as a result of Escrow Agent acting as the escrow agent under this Agreement and the Seller and Purchaser waive any claim or right to assert a conflict arising out of or in connection with the foregoing.

SECTION 18. MISCELLANEOUS PROVISIONS.

18.1 Entire Agreement. This Agreement, and all the Exhibits referenced herein and annexed hereto, contain the final, complete and entire agreement of the parties hereto with respect to the matters contained herein, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose. Except as may be otherwise expressly provided herein, the agreements embodied herein may not be amended except by an agreement in writing signed by the parties hereto.

18.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

18.3 Interpretation. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Agreement or any provision hereto. If any party to this Agreement is made up of more than one Person, then all such Persons shall be included jointly and severally, even though the defined term for such party is used in the singular in this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated.

18.4 Counterparts. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all of the parties of this Agreement. Facsimile copies shall be deemed originals.

18.5 Non-waiver. No waiver by Seller or Purchaser of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy accruing to Seller or Purchaser upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller or Purchaser of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

18.6 Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

18.7 Exhibits. The Exhibits referred in and attached to this Agreement are incorporated herein in full by this reference.

18.8 Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising from or relating to this Agreement (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels.

18.9 Business Days. If any date provided for in this Agreement shall fall on a day which is not a Business Day, the date provided for shall be deemed to refer to the next Business Day.

18.10. Time is of the Essence. Time is of the essence in this Agreement.

18.11 Effective Date. For purposes of calculation of all time periods within which Seller or Purchaser must act or respond as herein described, all phrases such as "the date of this Agreement", "the date of execution of this Agreement" or any other like phrase referring to the date of the Agreement, shall mean and refer to the "Effective Date" of this Agreement.

18.12 Radon Disclosure. Pursuant to the requirements of §404.056(5), Florida Statutes, Seller makes the following disclosure to Purchaser. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

18.13 Waiver of Trial by Jury. SELLER AND PURCHASER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION THEREWITH.

18.14 Assignment. Purchaser may not assign, transfer or encumber this Agreement or any of its rights hereunder without the prior written consent of Seller.

18.15 Recording. This Agreement or any memorandum thereof shall not be recorded in the Public Records of Miami-Dade County and any such recording shall constitute a material default by the applicable party.

18.16 Police/Regulatory Powers. Seller cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Property, any improvements thereon, or any operations at the Property. Nothing in this Agreement shall be deemed to create an affirmative duty of Seller to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

18.17 No Third Party Beneficiaries. Neither the Purchaser nor Seller intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. The parties expressly acknowledge and agree that it is not their intent to create any rights or obligations in any third party or entity under this Agreement.

18.18 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

18.19 Recitals. The Recitals set forth at the commencement of this Agreement are true and correct and incorporated herein in full by this reference.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the day and year written below their signatures.

SELLER:

**CITY OF AVENTURA,
a Florida municipal corporation**

By: _____
Eric M. Soroka, City Manager

Dated: _____, 2013

Attest:

By: _____
City Clerk

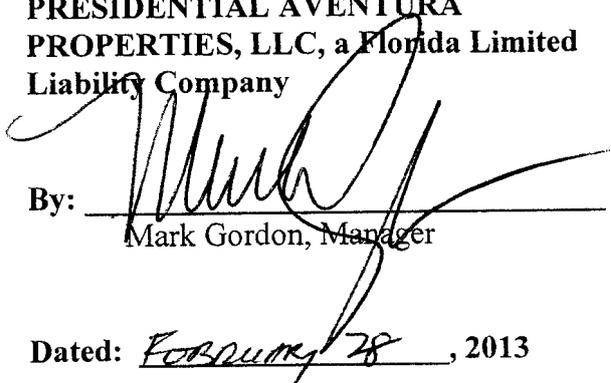
**Approved as to legal form and
Sufficiency:**

City Attorney

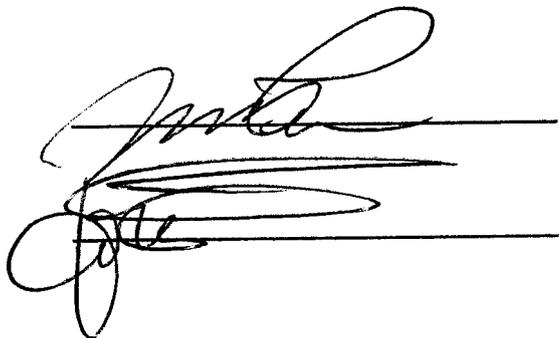
IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the day and year written below their signatures.

PURCHASER:

**PRESIDENTIAL AVENTURA
PROPERTIES, LLC, a Florida Limited
Liability Company**

By: 
Mark Gordon, Manager

Dated: February 28, 2013



ESCROW AGENT:

The Escrow Agent hereby joins in this Agreement for purposes of agreeing to the provisions of Sections 3 and 17 hereof.

WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.

By: _____

Name: _____

Title: _____

Dated: _____, 2013

EXHIBIT "A"

THE PROPERTY

Certain real property located in Miami-Dade County as more particularly described as follows:

DESCRIPTION: CITY PARCEL

A PORTION OF LOT 1, BLOCK 3, SECTION 34, TOWNSHIP 51 SOUTH, RANGE 42 EAST, TOWN OF HALLANDALE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 13, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND A PORTION OF THE RESERVED AREA OF HALLANDALE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 37, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH BOUNDARY OF SAID LOT 1, WITH THE WEST RIGHT OF WAY OF BISCAVNE BOULEVARD;

THENCE SOUTH 89°50'44" WEST, ALONG THE SOUTH BOUNDARY OF SAID LOT 1 AND THE SOUTH LINE OF SAID HALLANDALE PARK, A DISTANCE OF 156.02 FEET TO THE EAST LINE EXTENDED SOUTH OF BLOCK 40 OF SAID HALLANDALE PARK; THENCE NORTH 00°08'20" WEST, ALONG THE SAID EAST LINE EXTENDED, A DISTANCE OF 32.08 FEET; THENCE NORTH 89°53'23" EAST, A DISTANCE OF 32.86 FEET; THENCE NORTH 00°40'40" WEST, A DISTANCE OF 103.28 FEET; THENCE SOUTH 79°08'30" EAST, A DISTANCE OF 33.54 FEET; THENCE SOUTH 89°00'10" EAST, A DISTANCE OF 104.55 FEET; THENCE SOUTH 23°20'50" EAST, A DISTANCE OF 42.32 FEET TO THE WEST RIGHT OF WAY OF BISCAVNE BOULEVARD, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 87°41'37" WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 3784.83 FEET, A CENTRAL ANGLE OF 00°51'11", FOR AN ARC DISTANCE OF 86.35 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF AVENTURA, MIAMI-DADE COUNTY, FLORIDA, CONTAINING 16490 SQUARE FEET OR 0.379 ACRES MORE OR LESS.

THE BEARINGS REFERENCED ON THE ATTACH SKETCH ARE BASED ON AN ASSUMED BEARING. THE SOUTH BOUNDARY OF SAID LOT 1 IS ASSUMED TO BEAR SOUTH 89°50'44" WEST.

THE ATTACHED SKETCH IS BASED ON A SURVEY PREPARED BY BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC. DATED 03-18-88, UNDER JOB NUMBER 2112, AS PROVIDED BY CLIENT.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-4 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 271


BRENT A. SPENCER
PROFESSIONAL SURVEYOR AND MAPPER NO. 6388
STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

SHEET 1 OF 2 SHEETS
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EXHIBIT "B" ACCESS PARCEL

DESCRIPTION: RIGHT OF WAY DEDICATION

A PORTION OF LOT 1, BLOCK 3, SECTION 34, TOWNSHIP 51 SOUTH, RANGE 42 EAST, TOWN OF HALLANDALE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 13, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH BOUNDARY OF SAID LOT 1, WITH THE WEST RIGHT OF WAY OF BISCAYNE BOULEVARD, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 68°50'22" WEST FROM THE LAST DESCRIBED POINT; THENCE NORTHEASTERLY, ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 3784.83 FEET, A CENTRAL ANGLE OF 00°51'11", FOR AN ARC DISTANCE OF 56.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 23°26'50" WEST, A DISTANCE OF 42.32 FEET; THENCE NORTH 62°00'10" WEST, A DISTANCE OF 104.55 FEET TO THE EAST LINE OF RESERVED AREA, HALLENDALE PARK, PLAT BOOK 12, PAGE 37, MIAMI DADE COUNTY RECORDS; THENCE NORTH 01°19'48" WEST, ALONG SAID EAST LINE, A DISTANCE OF 34.82 FEET; THENCE NORTH 89°50'18" EAST, A DISTANCE OF 158.59 FEET TO SAID WEST RIGHT OF WAY OF BISCAYNE BOULEVARD, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 69°29'38" WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 3784.83 FEET, A CENTRAL ANGLE OF 01°48'06", FOR AN ARC DISTANCE OF 118.99 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF AVENTURA, MIAMI-DADE COUNTY, FLORIDA, CONTAINING 9145 SQUARE FEET OR 0.210 ACRES MORE OR LESS.

THE BEARINGS REFERENCED ON THE ATTACH SKETCH ARE BASED ON AN ASSUMED BEARING. THE SOUTH BOUNDARY OF SAID LOT 1 IS ASSUMED TO BEAR SOUTH 88°50'44" WEST.

THE ATTACHED SKETCH IS BASED ON A SURVEY PREPARED BY BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC. DATED 02-18-98, UNDER JOB NUMBER 2112, AS PROVIDED BY CLIENT.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 271

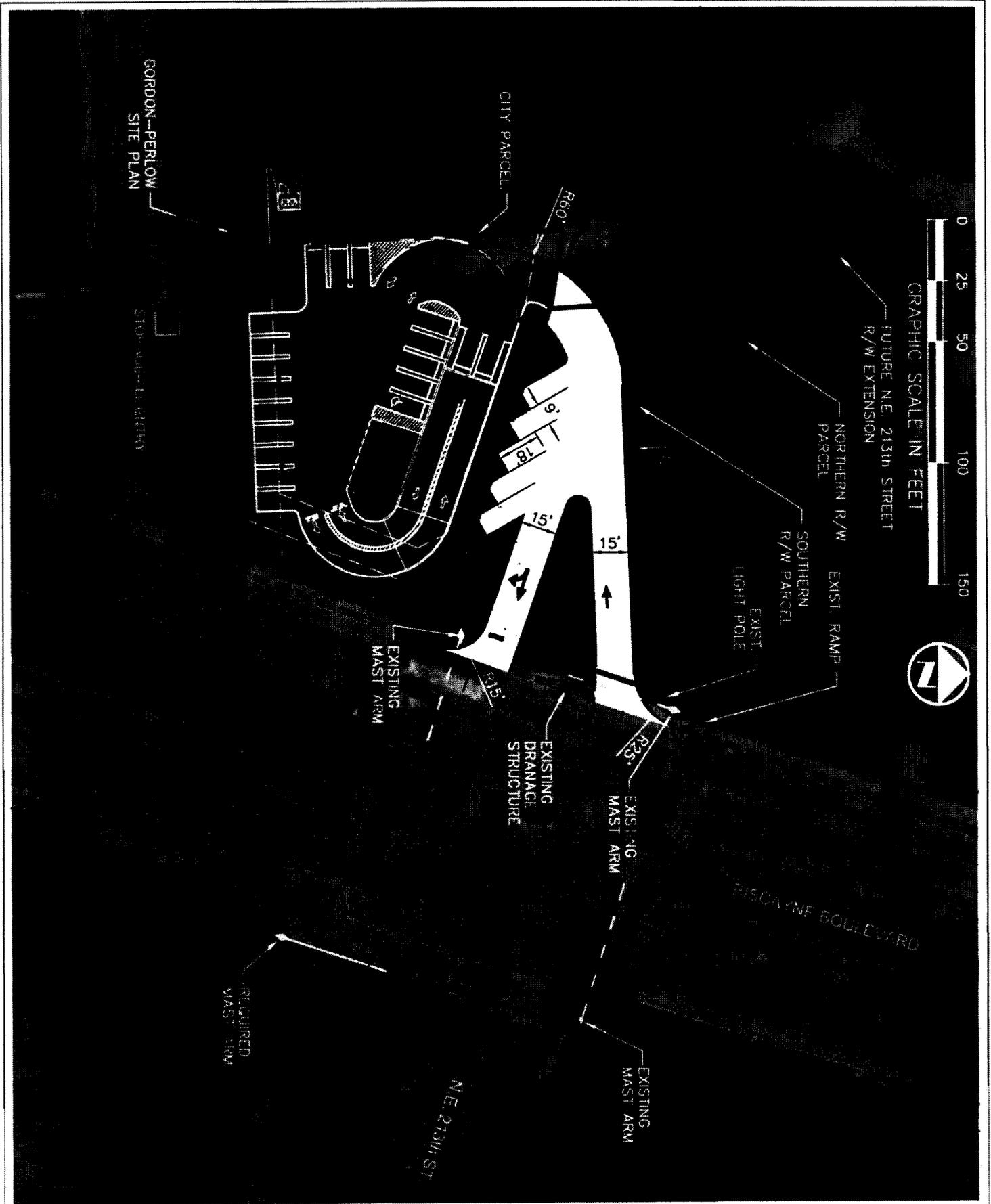
BRENT A SPENCER
PROFESSIONAL SURVEYOR AND MAPPER NO. 6388
STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

SHEET 1 OF 2 SHEETS
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EXHIBIT "C"

SKETCH OF ACCESS PARCEL IMPROVEMENTS



Craven-Thompson and Associates, Inc.
 ENGINEERS • PLANNERS • SURVEYORS
 3083 N.W. 33RD STREET, FORT LAUDERDALE, FLORIDA 33309
 PHONE (954) 728-4400 TEL (954) 728-4400
 FLORIDA LICENSED PROFESSIONAL ENGINEERS & SURVEYORS NO. 771
 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BOARD NO. 00000000

NO.	DESCRIPTION	BY	DATE	APPROVED BY

DATE: 02/04/13	SCALE: 1" = 50'	CITY PROPERTY CITY OF AVENTURA FLORIDA	PROJECT NO. 01-0103-X366
DESIGN BY: A.G.	DRAWN BY: E.J.K.		N.E. 213th STREET INGRESS-EGRESS
CHECKED BY: A.G.	APPROVED BY: A.G.	SHEET 1 OF 1	

EXHIBIT "D"

FORM OF SPECIAL WARRANTY DEED

This instrument prepared by:
Record and return to:

Lillian M. Arando, Esq.
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

Tax Folio Numbers:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed this ____ day of _____, 2013, by **CITY OF AVENTURA**, a Florida municipal corporation (the "Grantor"), whose mailing address is 19200 West Country Club Drive, Aventura, Florida 33180 to **PRESIDENTIAL AVENTURA PROPERTIES, LLC, a Florida Limited liability Company** (the "Grantee"), whose mailing address is _____.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the "Property") located in Miami-Dade County, Florida, and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO.

SUBJECT TO:

1. All restrictions, reservations, easements, covenants, agreements, limitations and other matters appearing of record, provided the foregoing shall not act to reimpose same;
2. The lien of all ad valorem real estate taxes and assessments subsequent to the date hereof and subsequent years;
3. All laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and
4. All matters which would be disclosed by an accurate survey of the Property.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby specially warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first written above.

Witnesses:

Print Name: _____

Print Name: _____

GRANTOR:

CITY OF AVENTURA, a Florida municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney

STATE OF FLORIDA)
 SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____, as _____, of the City of Aventura, a Florida municipal corporation, on behalf of the corporation, who (check one) [] is personally known to me or [] has produced a _____ driver's license as identification.

[SEAL]

Notary Public
Print Name: _____
Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION AND SKETCH OF PROPERTY

8. That to best of Affiant's knowledge, there are no unrecorded easements or claims of easements affecting the Property or any portion thereof.

9. That the Corporation has never been adjudicated bankrupt or incompetent, nor does the Corporation have any judgments, tax liens or liens of any nature whatsoever filed against it affecting the Property.

10. That there are no matters pending against the Corporation that could give rise to a lien that would attach to the Property or any portion thereof between _____ at _____ and the recording of the Special Warranty Deed from the Corporation to the Presidential Aventura Properties, LLC, a Florida limited liability company ("Grantee"), and that the Corporation has not and will not execute any instrument that would adversely affect the title to or transfer of the Property or any portion thereof from the Corporation to the Grantee.

FURTHER AFFIANT SAYETH NAUGHT.

Witnesses:

Print Name: _____

Print Name: _____

ATTEST:

City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

City Attorney

SELLER:

CITY OF AVENTURA, a Florida municipal
corporation

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, as _____, of the City of Aventura, a Florida municipal corporation, on behalf of the corporation, who (check one) [] is personally known to me or [] has produced a _____ driver's license as identification.

My Commission Expires: _____

Notary Public
Print Name: _____

EXHIBIT "A"

PROPERTY