

City Commission
Susan Gottlieb, Mayor

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

The City of Aventura



City Manager
Eric M. Soroka, ICMA-CM

City Clerk
Teresa M. Soroka, MMC

City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske

NOVEMBER 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. **ELECTION OF VICE MAYOR**
5. **SPECIAL PRESENTATIONS:** Employee Service Awards
6. **CONSENT AGENDA:** Matters included under the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately. If the public wishes to speak on a matter on the consent agenda they must inform the City Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.
 - A. **APPROVAL OF MINUTES:**
October 1, 2013 Commission Meeting
October 17, 2013 Workshop Meeting
 - B. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPLY FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT AVAILABLE THROUGH THE MIAMI-DADE COUNTY; TO APPLY FOR, RECEIVE, AND EXPEND \$3,948 IN FEDERAL FUNDS FOR THE SCHOOL RESOURCE OFFICER PROJECT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
 - C. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO CHANGE ORDER NUMBER 4 FOR THE AVENTURA GOVERNMENT CENTER PARKING EXPANSION**

BY AND BETWEEN THE CITY AND MUNILLA CONSTRUCTION MANAGEMENT, LLC; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR THE APPROPRIATION AND ALLOCATION OF FUNDS FOR SAID CHANGE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. 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.**
- E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE CITY OF AVENTURA CODE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
- F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, EXPRESSING SUPPORT FOR THE WATER AND LAND CONSERVATION AMENDMENT WHICH WOULD DEDICATE FUNDS TO ACQUIRE AND RESTORE FLORIDA CONSERVATION AND RECREATION LANDS; AND PROVIDING AN EFFECTIVE DATE.**
- G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE APPOINTMENT OF MEMBERS TO THE CITY OF AVENTURA ARTS IN PUBLIC PLACES ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE.**
- H. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND**

OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE CITY OF MIAMI 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.

I. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES TO PROVIDE LIFELONG LEARNING PROGRAMS TO AVENTURA RESIDENTS; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

J. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, ACTING IN ITS CAPACITY AS THE GOVERNING BOARD OF THE AVENTURA CITY OF EXCELLENCE SCHOOL, CONFIRMING THE UTILIZATION OF THE MIAMI-DADE COUNTY SCHOOL BOARD'S EVALUATION SYSTEM FOR INSTRUCTIONAL AND ADMINISTRATIVE PERSONNEL; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

8. ORDINANCES: FIRST READING–PUBLIC INPUT:

A. 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; 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, AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR A 3.359 ACRE PARCEL OF LAND LOCATED ON NE 207 STREET AT NE 30 AVENUE, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE, FROM MEDIUM HIGH DENSITY RESIDENTIAL TO TOWN CENTER; AND AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF A 4.032 ACRE PARCEL OF LAND LOCATED ON NE 207 STREET AT NE 30 AVENUE, MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" TO THIS ORDINANCE, FROM BUSINESS AND OFFICE TO TOWN CENTER; PROVIDING FOR TRANSMITTAL TO THE AGENCIES AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.**

- C. 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 7.391 ACRE PARCEL OF LAND LOCATED ON NE 207 STREET AT NE 30 AVENUE AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, FROM B2, COMMUNITY BUSINESS DISTRICT TO TC3, TOWN CENTER NEIGHBORHOOD DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

9. ORDINANCES – SECOND READING – PUBLIC HEARING: None

10. RESOLUTIONS – PUBLIC HEARING: None.

11. REPORTS

12. PUBLIC COMMENTS

13. OTHER BUSINESS: None.

14. ADJOURNMENT

FUTURE MEETINGS

COMMISSION WORKSHOP	NOVEMBER 14, 2013	9 AM	EXEC. CONFERENCE RM
COMMISSION MEETING	JANUARY 7, 2014	6 PM	COMMISSION CHAMBER
COMMISSION WORKSHOP	JANUARY 16, 2014	9 AM	EXEC. CONFERENCE RM

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



**MINUTES
CITY COMMISSION MEETING
OCTOBER 1, 2013 6 p.m.**

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

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

2. PLEDGE OF ALLEGIANCE: Led by Chief Steinberg.

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

4. SPECIAL PRESENTATIONS: None.

5. CONSENT AGENDA: There were no requests from the public to address the Commission. A motion to approve the Consent Agenda was offered by Commissioner Holzberg, seconded by Commissioner Joel, passed unanimously by roll call vote and the following action was taken:

A. The following minutes were approved:

September 3, 2013 Commission Meeting
September 9, 2013 Commission Meeting – 1st Budget Hearing
September 18, 2013 Commission Meeting – 2nd Budget Hearing
September 19, 2013 Workshop Meeting

B. The following motion was approved:

MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$54,500 FOR CONSTRUCTION OF RADIO SYSTEM ROOM, CRIME PREVENTION PROGRAMS, EQUIPMENT AND CRIME PREVENTION SCHOLARSHIP FROM THE POLICE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM

C. Resolution No. 2013-43 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.

D. Resolution No. 2013-44 was adopted as follows:

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

E. Resolution No. 2013-45 was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, COMMEMORATING THE 50TH ANNIVERSARY OF THE VIETNAM WAR; EXPRESSING SUPPORT FOR THE NOVEMBER 8, 2013 PARADE SPONSORED BY THE MIAMI-DADE COUNTY MILITARY AFFAIRS BOARD WELCOMING HOME AND REMEMBERING VIETNAM VETERANS; AND PROVIDING AN EFFECTIVE DATE

Trevor Nesse, representative from Dr. Michael Krop Senior High School, addressed the Commission and provided an update on items of interest from the school.

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

Mr. Wolpin invoked the quasi-judicial procedures and Mrs. Soroka administered the oath to all those wishing to offer testimony in items 6-A and 6-B.

A. The following resolution was read by title by Mr. Wolpin:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING APPROVAL OF A VARIANCE FROM SECTION 31-171(b) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ALLOW ELEVEN (11) PARKING SPACES, WHERE A MINIMUM OF EIGHTEEN (18) PARKING SPACES ARE REQUIRED BY CODE; AND VARIANCE FROM SECTION 31-221(i)(2) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ALLOW A TWO (2)

FOOT WIDE PERIMETER BUFFER STRIP ALONG THE WEST LIMIT OF THE VEHICULAR USE AREA, WHERE A MINIMUM SEVEN (7) FOOT WIDE PERIMETER BUFFER STRIP IS REQUIRED BY CODE; AND VARIANCE FROM SECTION 31-221(i)(2) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ALLOW A ZERO (0) FOOT WIDE PERIMETER BUFFER STRIP ALONG THE NORTH LIMIT OF THE VEHICULAR USE AREA, WHERE A MINIMUM SEVEN (7) FOOT WIDE PERIMETER BUFFER STRIP IS REQUIRED BY CODE; AND RELEASE OF PREVIOUSLY APPROVED RESOLUTIONS NOS. 98-50 AND 2000-25; ALL FOR A PROPOSED 4400 SQUARE FOOT, ONE-STORY RETAIL BUILDING AT 17800 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Vice Mayor Stern and seconded by Commissioner Luz Weinberg. Community Development Director Joanne Carr addressed the Commission and entered the staff report into the record. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Resolution No. 2013-46** was adopted.

- B.** The following resolution was read by title by Mr. Wolpin:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING APPROVAL OF A VARIANCE FROM SECTION 31-171(b) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ALLOW FORTY-SIX (46) PARKING SPACES, WHERE A MINIMUM OF EIGHTY-SEVEN (87) PARKING SPACES ARE REQUIRED BY CODE; AND MODIFICATION TO CITY OF AVENTURA RESOLUTION NO. 2011-47 TO EXTEND THE TIME FOR USE OF THE TEMPORARY STRUCTURE ON SITE TO DECEMBER 26, 2014 AND TO MODIFY CONDITION NO. 8 OF SECTION 2. OF THE RESOLUTION; AND MODIFICATION TO THE "DECLARATION OF RESTRICTIONS REGARDING TEMPORARY STRUCTURE" TO EXTEND THE TIME TO USE OF THE TEMPORARY STRUCTURE TO DECEMBER 26, 2014; ALL FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF NE 185 STREET AND NE 28 COURT, MUNICIPAL ADDRESS 18449 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Joel and seconded by Commissioner Enbar Cohen. Ms. Carr addressed the Commission and entered the staff report into the record. Mayor Gottlieb opened the public hearing. The following individuals addressed the Commission: Stanley Price, Esq., 1450 Brickell Avenue, representing the applicant; Ron Kittles,

7000 Island Blvd. There being no further speakers, the public hearing was closed. A motion to amend the resolution to provide that the owner will add parking spaces if determined to be required by the City Manager at any time in the future was offered by Commissioner Joel, seconded by Commissioner Luz Weinberg and unanimously passed. The motion for approval, as amended, passed unanimously by roll call vote and **Resolution No. 2013-47** was adopted.

7. ORDINANCES: FIRST READING – PUBLIC INPUT: None.

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

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA AMENDING SECTION 31-145 “TOWN CENTER ZONING DISTRICTS” OF THE CITY’S LAND DEVELOPMENT REGULATIONS BY ADDING “TOWN CENTER NEIGHBORHOOD (TC3) DISTRICT” TO THE SECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Joel and seconded by Commissioner Howard Weinberg. Mayor Gottlieb opened the public hearing. The following individual(s) addressed the Commission: Mickey Marrero, Esq., Bercow and Radell, representing the applicant; Amy Huber, Esq., Shubin & Bass, representing the Aventura Turnberry Jewish Center and Tauber School. There being no further speakers, the public hearing was closed. Ms. Carr addressed the Commission and reviewed the amendments. A motion to amend the ordinance to change Sections (2)c and (4)c from 2,500 sq. ft. to 1,000 sq. ft. of total floor area for indoor and outdoor commercial recreational uses was offered by Commissioner Enbar Cohen, seconded by Vice Mayor Stern and unanimously passed. The motion for approval, as amended, passed by roll call vote (6-1) with Mayor Gottlieb voting no and **Ordinance 2013-12** was enacted.

9. RESOLUTIONS – PUBLIC HEARING: None.

10. REPORTS: As presented.

11. PUBLIC COMMENTS: Roberta Christina, 6000 Island Blvd.; (name unclear) 3332 NE 190th Street; Carlos Pagan, Williams Island; Eric Fader, Island Estates; Peter Murphy, Aventura Marina; Neal Goodman, 3201 NE 183 Street; Paul Ober, 7000 Island Blvd.

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 7:25 p.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

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



MINUTES
CITY COMMISSION
WORKSHOP MEETING
October 17, 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, Billy Joel, Howard Weinberg, Luz Urbaz Weinberg, Vice Mayor Michael Stern, Mayor Gottlieb, City Manager Eric M. Soroka, and City Attorney David M. Wolpin. Commissioner Teri Holzberg was absent due to illness. City Clerk Teresa M. Soroka was not in attendance. As a quorum was determined to be present, the meeting commenced.

1. **AVENTURA HOSPITAL UPDATE:** Aventura Hospital CEO Dianne Goldenberg presented a powerpoint presentation providing an update and overview of services provided by the hospital.
CITY MANAGER SUMMARY: No action necessary.
2. **FIU COLLABORATION FOR LIFELONG LEARNING PROGRAMS FOR AVENTURA RESIDENTS:** (City Manager) Mr. Soroka reviewed a proposal to partner with FIU to provide Lifelong Learning programs to Aventura residents.
CITY MANAGER SUMMARY: Consensus to move forward as recommended by the City Manager and place on November 5, 2013 agenda.
3. **RECOMMENDED APPOINTMENTS TO ARTS IN PUBLIC PLACES ADVISORY BOARD:** (City Manager) Mr. Soroka advised the Commission of the recommended appointments of Benjamin Sens, Sandi Jo Gordon and Marina Weckslar to the Arts in Public Places Advisory Board.
CITY MANAGER SUMMARY: Consensus to proceed and place on November 5, 2013 meeting agenda.
4. **REQUEST FOR RESOLUTION SUPPORTING THE FLORIDA WATER AND LAND CONSERVATION AMENDMENT:** (Commissioner Howard Weinberg) Commissioner Weinberg introduced this item to the Commission.
CITY MANAGER SUMMARY: Consensus to proceed with resolution on the November 5, 2013 agenda.
5. **GOVERNMENT CENTER PARKING LOT RESURFACING** (City Manager): Mr. Soroka recommended that the City Commission authorize the resurfacing of the portion of the driveway and on-grade parking areas not included in the current parking garage project.
CITY MANAGER SUMMARY: Consensus to proceed and place on November 5, 2013 agenda.

Commissioner Luz Weinberg advised that she would be unable to attend the next two meetings of the Miami-Dade County League of Cities. Commissioner Howard Weinberg volunteered to attend.

6. **ADJOURNMENT:** There being no further business to come before the Commission at this time, the meeting adjourned.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

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

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: October 7, 2013

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

November 5, 2013 City Commission Meeting Agenda Item 6B

RECOMMENDATION

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

BACKGROUND

The City has applied for and received a grant in the amount of \$3,948 to fund various crime prevention programs designed to educate the students and parents of the school.

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

EMS/act

Attachment

CCO1786-12

RESOLUTION NO. 2013-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPLY FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT AVAILABLE THROUGH THE MIAMI-DADE COUNTY; TO APPLY FOR, RECEIVE, AND EXPEND \$3,948 IN FEDERAL FUNDS FOR THE SCHOOL RESOURCE OFFICER PROJECT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

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

Section 1. The City Manager is authorized to apply for funds in the approximate amount of \$3,948 and execute such contracts and agreements as are required between Miami-Dade County and the City of Aventura to provide for services provided by the Community Drug & Crime Prevention School Resource Officer Program in substantially the form as attached hereto.

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

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

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

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

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

Aventura

FY2014

Contract

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this _____ day of _____ 2013, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19th Floor Miami, FL 33128, and the **CITY of AVENTURA** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **School Resource Officer Project**.

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

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

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

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

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

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

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

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$3,948**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County. Availability of funds shall be determined in the sole discretion of the County.

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

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2013 through July 31, 2014.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable

persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

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

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

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

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

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

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

If to the COUNTY:

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

If to the PROVIDER:

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

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

XV. BREACH OF CONTRACT: COUNTY REMEDIES.

A. Breach. A breach or default by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment D); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment D); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract; or (14) The Provider has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes.

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

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

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

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

4. The County may decline to contract with the Provider in the future;

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

6. Any other remedy available at law or equity.

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

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

XVI. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate

at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

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

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

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

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

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

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

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **School Resource Officer Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2., the Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Expenditure Report shall be submitted by August 15, 2014

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

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

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

XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the Provider organization, will be considered an unnecessary expenditure.

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

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

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

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

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

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

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

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

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

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.10701(1)(a), the Provider shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential are exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

B. Reporting Requirements.

1. Quarterly and Final Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by January 5, April 5, July 5, and the Final Performance Report August 5, 2014 covering the Contract activity for the previous quarter. The Quarterly and Final Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly and Final Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Management and Budget by January 15, April 15, July 15, and the Final Expenditure Report August 15, 2014 covering the expenditures to be reimbursed for the previous quarter. The Quarterly and Final Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

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

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

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

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

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

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

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and

records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

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

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

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

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

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

XX. PROHIBITED USE OF FUNDS.

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

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

- C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.
- D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

XXI. MISCELLANEOUS.

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

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

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

In the event the County determines that a reduction in the Provider's budget is necessary, the County shall notify the Provider in writing within thirty (30) days of said reduction decision. Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

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

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida. Nothing in this contract shall be considered a waiver of sovereign immunity.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider

agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

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

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

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

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

I. Total of Contract/Severability of Provisions. This fifteen (15) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

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

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

INTENTIONALLY LEFT BLANK

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

Signature

Title

Name (typed)

ATTEST:

By: _____

By: _____
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
MAYOR

SUMMARY OF ATTACHMENTS

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

PROGRAM NARRATIVE

Jurisdiction Name: Aventura

Contact Person: Shelisa Persaud

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

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

Program Area: School Resource Officer

Program Dates: 10/01/13 through 07/31/14

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

Target Population: School aged children's
Parents

Problem Identification

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

Program Description

For the FY2014 grant cycle the Aventura Police propose that the School Resource Officer will continue to offer training to parents of teen students on drug abuse prevention. We will expand these efforts to include elementary school level parents. The training will be broken into three parts and taught during the school year to parents of students of various grade levels. The classes will consist of three topics each one being covered in detail. The three topics are as follows:

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

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

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

Jurisdiction Name: Aventura

Contact Person: Shelisa Persaud

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

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

Program Area: School Resource Officer

Program Dates: 10/01/13 through 07/31/14

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

Target Population: Parents of School aged
children

Required Activities	Planned Measures	Monitoring Plan
<p>Conduct 12 Drug Prevention classes for parents of school aged students.</p> <p>Provide training to approximately 1000 parents</p> <p>Provide approximately 36 hours of training</p> <p>Purchase supplies for the project including: Printed program materials, drug prevention videos, pens, book marks and drug id slide charts. Wireless microphone Projection screen</p>	<p>The provider shall be responsible for:</p> <p>Anti-Drug & Drug Prevention Classes to parents of school aged children</p> <p>Video and Multimedia presentations</p> <p>Presentations on various drug prevention topics</p>	<p>The provider is to submit the following documentation to the County in a complete and timely manner:</p> <p>Quarterly Performance Reports</p> <p>Quarterly Expenditure Reports</p> <p>Program Plan and Activity Schedule</p> <p>Meeting announcements, attendance records</p> <p>Participant list and meeting attendance records</p> <p>Copies of invoices for materials purchased</p>

ATTACHMENT B

PROGRAM BUDGET

Jurisdiction Name: AVENTURA
Program Area: School Resource Officer
Program Name: AVLET

Contact Person: Shelisa Persaud
O (305) 466-8965 F (305) 466-2895
Program Dates: 10/01/13 - 07/31/14

CONTRACTUAL SERVICES TOTAL **\$3,948**

Salaries and Benefits, Total

Operating Capital Outlay, Total

Expenses, Total **\$3,948**

Program materials including Drug Prevention Videos, drug ID
slide charts, pens & key chains. \$3,050
Wireless Microphone and projection screen 898
*All items include shipping & handling

Total Budget **\$3,948**

Miami- Dade County will reimburse an amount not to exceed: **\$3,948**

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

Attachment C

Quarterly Project Performance Report

SCHOOL RESOURCE OFFICER
Fiscal Year 2014

Aventura

(City)

(Project Name)

(Name of Person Completing Form)

(Title)

(Phone)

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

Report Number	Quarterly Period	Report Submission Date

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

FY2014 Quarterly Project Performance Report
School Resource Officer
Aventura

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

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

PROGRAM NARRATIVE

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

PRINT THIS PAGE ON YOUR LETTERHEAD
Edward Byrne Memorial Justice Assistance Grant Program
 SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS

Subgrant Number: _____
 Name of Agency/City: _____ Date: _____
 Project Title: _____ Claim Number: _____
 Telephone Number: _____ Claim Period: _____
 Name of Person Completing Form: _____

1. Total Federal Budget	_____	2. Amount of this Invoice	_____
3. Amount of Previous Invoices	_____	4. Remaining Budget Balance	<u>\$0.00</u>
		(Subtract lines 2 & 3 from line 1)	

Category	AGENCY	FOR OMB USE
	Requested Amount for Reimbursement (as indicated on Line 2 above)	ONLY: Approved Amount for Reimbursement
Salaries & Benefits	_____	_____
Contractual Services	_____	_____
Expenses	_____	_____
Operating Capital Outlay	_____	_____
Total Claim Amount	<u>\$0.00</u>	_____

The above amount indicated as our agency's "Total Claim Amount" is being requested for reimbursement which is in accordance with our contract agreement. Also, supporting documentation has been provided with this package which substantiates the above "Total Claim Amount" requested by our agency.

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

Respectfully submitted,

 Authorized Signature (Chief of Police/Other City Official)

 Payment Approved, Miami-Dade County OMB

FOR OMB USE ONLY

G/L Coding _____
 Invoice Number: _____ Invoice Description: _____
 Vendor #: _____ Voucher #: **VQBU** _____
 Index Code: _____
 Amount to Pay: _____ Package Reviewed by Liaison: _____
 Subject: _____ Date Submitted by Liaison in IWA: _____
 Resolution: _____

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(Salaries and Benefits)

Name of Agency/City: _____ Date: _____

Project Title: _____ Claim Number: _____

	<u>Name Officer/Staff</u>	<u>Date of Activity</u>	<u>Type of Activity*</u>	<u>Total Hours</u>	<u>Total Amount</u>
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____

*(Presentation, Parent Meeting, Field trip, etc.)

Total Amount for Salaries and Benefits (if applicable): _____ **\$0.00**

Total Hours: _____ **0.00**

I CERTIFY THAT PAYMENT FOR THE AMOUNT OF _____ **\$0.00** _____ IS CORRECT.

BELOW IS THE SIGNATURE OF EACH STAFF (EMPLOYEE) IN THE ORDER LISTED ABOVE:

- 1 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 2 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 3 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 4 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 5 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 6 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 7 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 8 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____

I VERIFY THAT THE ABOVE SERVICES WERE PROVIDED:

CHIEF OF POLICE/CITY OFFICIAL SIGNATURE: _____

Note: Payroll registers, time sheets and OT slips (if applicable), documenting payroll expenses must be attached to process this reimbursement.

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

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

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

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

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

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

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

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

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

_____ The firm does not have annual gross revenues in excess of \$5,000,000.

_____ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128.

_____ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;

_____ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form A-12
Code of Business Ethics

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

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

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

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

Compliance with Government Rules and Regulations

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

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

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

Business Accounting

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

Promotion and Sales of Products and Services

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

Public Life and Political Campaigns

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

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

Pass-through Requirements

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

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

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

MBE Staff Utilization

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

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

By: _____ (Date)

(Signature of Affiant)

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

200__ by _____ He/She

is personally known to me or has presented _____ (Type of Identification)

as identification.

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

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

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

By: _____ (Date)
(Signature of Affiant)

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

200__ by _____ He/She

is personally known to me or has presented _____
(Type of Identification)

as identification.

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

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

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

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

by _____
(print individual's name and title)

for _____
(print Name of entity submitting sworn statement)

whose business address is _____

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

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

(Signature)

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

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

My commission expires _____

(Type of Identification)

(Printed typed or stamped commissioned name of notary public)

JAG/BYRNE GRANT ADMINISTRATION

PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Ordinance 97-104)

Name of Organization: _____ Address: _____

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

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

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

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT	ADDRESS	CITY AND STATE
---	---------	----------------

•

No subcontractors will be used.

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

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

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

NAME OF SUPPLIER	ADDRESS	CITY AND STATE
------------------	---------	----------------

No suppliers will be used.

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

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____ Fed. ID No. _____

Address: _____ City/ State/Zip: _____

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

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

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

DATE: October 17, 2013

SUBJECT: **Change Order- Government Center Parking Expansion Project to Asphalt Overlay Existing Parking Lot Area - Munilla Construction Management (MCM)**

November 5, 2013 City Commission Meeting Agenda Item 6-C

Recommendation

It is recommended that the City Commission adopt the attached Resolution approving the above referenced Change Order request in the amount of \$51,207. The change order amount will be funded by Budget Line item Number 001-8090-590-6999 (Capital Reserve).

Background

Upon review of the existing parking area, initially paved in 2001, it was determined an asphalt overlay is required for the following reasons:

1. Water, sewer, drainage and electrical tie-ins below grade in the existing parking area and required for the Parking Expansion project has left numerous unsightly asphalt patches.
2. The existing parking lot was paved in 2001 and has surpassed 12 years of use. As such, cracks and settlement of the asphalt is occurring and further delay of asphalt restoration will increase costs of restoration work.
3. Asphalt restoration of existing areas of the parking lot will compliment new asphalt restoration that was included in the contract and provide for a new finished look to the project.

Three (3) proposals outlined below were requested to perform the Asphalt Overlay.

MCM	\$51,207
Magna Construction, Inc.	\$59,363
Weekley Asphalt Paving, Inc.	\$64,839

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



**CITY OF AVENTURA
CHANGE ORDER FORM
CHANGE ORDER NO. 4**

CONTRACT NUMBER: N/A

DATE: October 16, 2013

PROJECT TITLE: Aventura Government Center Parking Expansion

PROJECT CONTRACTOR: Munilla Construction Management, LLC (MCM)

COST: \$51,207

BUDGET LINE ITEM: 001-8090-590-6206

DESCRIPTION OF CHANGES: Provide for an asphalt overlay in all areas of the existing Government Center Parking area not included in the Government Center Parking Expansion construction contract.

Original Contract:	\$ 3,876,493
Total Previous Change Orders:	\$(1,190,209)
This Change Order:	\$ 51,207
Revised Contract Amount:	\$ 2,737,491

Total Change Orders to Date: 3
Contract Amount Before This Change: \$2,686,284

Total Change in Contract Period: 0 Days

The sum of \$51,207 is hereby added to the Contract price, and the total adjusted Contract price to date thereby is \$2,737,491. The time provided for completion of the Contract remains the same. However, the asphalt overlay work outlined in the approved proposal must be substantially completed no later than 11/1/13. This document shall become an amendment to the Contract and all provisions of the Contract will apply thereto.

Recommended by _____
Consultant

Date

Recommended by Antonio F. Jorai
Capital Projects Manager

10/16/13
Date

Recommended for Budgetary Purposes:

Finance Support Services Director

Date

Approved by _____
City Manager

Date

Accepted by _____
Contractor

Date



CHANGE PROPOSAL REQUEST

COR: 13R

DATE: Sep.10.13(Revised 9-30-13)(Revised 10-9-13)
PROJECT:Government Center City of Aventura Parking Garage
TO: PGAL
Attention: Rodney Crockett

RE:New Asphalt not included in Contract Documents

DESCRIPTION:

This COR is for the proposed additional asphalt not included in the contract documents. These areas are on the northside and southside of garage. In addition, the area on the southwest side partially under the ramp requires new asphalt not shown on contract drawings. See attached sketch for proposed areas.

The cost for this additional work is as follows:

Table with 2 columns: Description and TOTALS. Rows include LABOR (\$1,399), MATERIAL (\$0), EQUIPMENT (\$0), SUBCONTRACTS (\$43,425), Subtotal (\$44,824), Contractual Markup (12%) (\$5,379), Subtotal (\$50,203), Insurance Bond(2%) (\$1,004), and TOTAL (\$51,207).

This proposed change is limited to the work described herein, and does not include any other work not listed on the attached Direct Cost Analysis.

TIME EXTENSION REQUEST COST

Below please find a projection of days anticipated to perform the above noted work. MCM reserves its rights to address any real cost associated with the additional time required (below noted), at a later date.

Table for time extension request. Row 1: TOTAL OF THIS CHANGE ORDER REQUEST, ADD [checked] DEDUCT [unchecked], \$ 51,207. Row 2: The Contract Time will be revised to reflect: ADD [checked] DEDUCT [unchecked], 3 days.

MCM General Contractor signature and date (10.9.13). City of Aventura Owner signature and date.



DIRECT COST ANALYSIS

This constitutes the support for the Direct Cost on this Change Order Request

DATE: Sep. 10.13(Revised 9-30-13)

COR# 13R

PROJECT:Government Center City of Aventura Parking Garage

RE: New Asphalt not included in Contract Documents



LABOR

Item	DESCRIPTION	UNIT	MHRS	U. COST	SUB. TOT
1	Project Executive(1day/week)includes Burden	day	0	\$1,255.00	\$0
2	Project Manager includes Burden	wk	0.25	\$2,855.00	\$714
3	Superintendent includes Burden	wk	0.25	\$2,225.00	\$556
4	Field Clerk includes Burden	day	0	\$195.00	\$0
5	Labor(3) days/wk include Burden	day	1	\$129.00	\$129
6	Safety 1 day/week includes Burden	day	0	\$337.00	\$0
SubTotal=					\$1,399

MATERIAL

Item	DESCRIPTION	UNIT	QTY.	U. COST	SUB. TOT
SubTotal=					\$0

EQUIPMENT

Item	DESCRIPTION	UNIT	QTY.	U. COST	SUB. TOT
1	General Conditions(includes: Temp Fencing,Trailer,Phones, Insurance,Temp Power,etc)(\$3,309/month)	wk	0	\$0.00	\$0
SubTotal=					\$0

SUBCONTRACTS

Item	DESCRIPTION	UNIT	QTY.	U. COST	SUB. TOT
Rock Power	1 North and South Side of Garage	LS	1	36,616	\$36,616
Rock Power	2 Southwest side of Garage	LS	1	6,809	\$6,809
SubTotal=					\$43,425



General Engineering Contractors
 13831 S.W. 59 ST., Suite 204
 Miami, FL 33183
 Tel: (305) 752-7742 Fax: (305) 752-7728

CHANGE ORDER # 16

TO: MCM
 ATTN: Juan Campos
 DATE: 10/9/2013

FROM: Robert Delgado

RE: Aventura Government Center.

Description of Job:						
Costs associated with demolition and installation of 1" of asphalt S-III , aprox: 3496 SY on the North and South of the parking garage from the west property line to the entrance (West Country Club drive)						
Breakdown						
Materials	Unit	QTY	Unit Price		Subtotal	
Asphalt 1" S-III	TN	185	\$ 90.00		\$ 16,650.00	
Hauling off asphalt	Trucks	10	\$ 150.00		\$ 1,500.00	
				Total	\$ 18,150.00	
Equipments and Operators	Unit	QTY	Rate		Subtotal	
Compactor 2 Drum	HR	24	\$ 69.44		\$ 1,666.56	
Asphalt Machine	HR	24	\$ 49.50		\$ 1,188.00	
Excavator	HR	16	\$ 107.00		\$ 1,712.00	
Loader	HR	16	\$ 65.00		\$ 1,040.00	
				Total	\$ 5,606.56	
Work Force/Crew	Unit	QTY	Rate	Burden-35%	Subtotal	
Foreman	HR	12	\$ 35.00	\$ 18.38	\$ 640.50	
Labors (2)	HR	48	\$ 15.00	\$ 5.25	\$ 972.00	
Rack man (2)	HR	48	\$ 19.00	\$ 6.65	\$ 1,231.20	
Operator asphalt machine	HR	24	\$ 25.00	\$ 8.75	\$ 810.00	
Operator Compactor	HR	24	\$ 25.00	\$ 8.75	\$ 810.00	
Operator Excavator	HR	16	\$ 25.00	\$ 8.75	\$ 540.00	
Operator Loader	HR	16	\$ 25.00	\$ 8.75	\$ 540.00	
Labors (2)	HR	80	\$ 15.00	\$ 5.25	\$ 1,620.00	
				Total	\$ 7,163.70	
Striping						
4" white	EA	76	\$ 5.00		\$ 380.00	
Handicap Logo	EA	6	\$ 70.00		\$ 420.00	
Handicap Hatch	EA	4	\$ 30.00		\$ 120.00	
				Total	\$ 920.00	

Work Subtotal Excluding Subcontractor	\$ 31,840.26
15% OHP	\$ 4,776.04
Grand Total	\$ 36,616.30

Approval Signature _____

Print Name & Title _____

Approval Date _____



General Engineering Contractors
 13831 S.W. 59 ST., Suite 204
 Miami, FL 33183
 Tel: (305) 752-7742 Fax: (305) 752-7728

CHANGE ORDER # 11a

TO: MCM
 ATTN: Juan Campos
 DATE: 9/10/2013

FROM: Robert Delgado

RE: Aventura Government Center.

Description of Job:						
Costs associated with the demolition and instalation of 175SY in 1" asphalt S-III						
Breakdown						
Materials	Unit	QTY	Unit Price		Subtotal	
Asphalt	TN	18	\$ 120.00		\$ 2,160.00	
Hauling off asphalt	Trucks	1	\$ 150.00		\$ 150.00	
					Total	\$ 2,310.00
Equipments and Operators	Unit	QTY	Rate		Subtotal	
Compactor 2 Drum	HR	8	\$ 69.44		\$ 555.52	
Asphalt Machine	HR	8	\$ 49.50		\$ 396.00	
Excavator	HR	8	\$ 107.00		\$ 856.00	
Loader	HR	8	\$ 65.00		\$ 520.00	
					Total	\$ 2,327.52
Work Force/Crew	Unit	QTY	Rate	Burden-35%	Subtotal	
Foreman	HR	2	\$ 35.00	\$ 18.38	\$ 106.75	
Labors (2)	HR	8	\$ 15.00	\$ 5.25	\$ 162.00	
Rackman (2)	HR	8	\$ 19.00	\$ 6.65	\$ 205.20	
Operator asphalt machine	HR	4	\$ 25.00	\$ 8.75	\$ 135.00	
Operator Compactor	HR	4	\$ 25.00	\$ 8.75	\$ 135.00	
Operator Excavator	HR	8	\$ 25.00	\$ 8.75	\$ 270.00	
Operator Loader	HR	8	\$ 25.00	\$ 8.75	\$ 270.00	
					Total	\$ 1,283.95
Work Subtotal Excluding Subcontractor					\$ 5,921.47	
15% OHP					\$ 888.22	
					Grand Total	\$ 6,809.69

Approval Signature _____
 Print Name & Title _____

RESOLUTION NO. 2013-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO CHANGE ORDER NUMBER 4 FOR THE AVENTURA GOVERNMENT CENTER PARKING EXPANSION BY AND BETWEEN THE CITY AND MUNILLA CONSTRUCTION MANAGEMENT, LLC; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR THE APPROPRIATION AND ALLOCATION OF FUNDS FOR SAID CHANGE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1 The City Manager is hereby authorized to execute and otherwise enter into attached Change Order Number 4 between the City and Munilla Construction Management, LLC for Aventura Government Center Parking Expansion construction and incorporated herein as specifically as if set forth at length herein. Said Change Order amount is \$51,207.

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

Section 3 That the funds to be allocated and appropriated pursuant hereto and for the purpose of carrying out the tenets of this Resolution shall be from Budget Line item Number 001-8090-590-6206.

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

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

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

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission
FROM: Eric M. Soroka, ICMA-CM, City Manager
DATE: October 23, 2013
SUBJECT: **Resolution Declaring Equipment Surplus**



November 5, 2013 Commission Meeting Agenda Item 6D

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	_____
Commissioner Luz Urbáez Weinberg	_____
Mayor Susan Gottlieb	_____

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA

INFORMATION TECHNOLOGY DEPARTMENT

MEMORANDUM

TO: Eric M. Soroka, City Manager
FROM: Karen J. Lanke, Information Technology Director
DATE: October 23, 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
	APC	Backup UPS RS 800	1	5B0738U23325	UPS
	APC	Backup UPS RS 800	1	5B0844T24816	UPS
	APC	Smart-UPS 1000VA	1	AS0740321939	UPS
	APC	UPS Battery RBC24	1		Battery
	Dell	1707FPt	1	CN-0YG613-71618-68N-AGXA	Monitor
	Dell	1707FPt	1	CN-0YG613-71618-68N-ADST	Monitor
	Dell	1707FPt	1	CN-0YG613-71618-68N-AGX9	Monitor
	Dell	1707FPt	1	CN-0YG613-71618-68N-ADSY	Monitor
	Dell	1707FPt	1	CN-0YG613-71618-68N-AGX3	Monitor
2404	Dell	E173FPt	1	CN-0D5428-72201-514-9EVS	Monitor
	Dell	GX620	1	HRPSWB1	Desktop
	Dell	GX620	1	1RPSWB1	Desktop
	Dell	GX620	1	BQPSWB1	Desktop
	Dell	GX620	1	CQPSWB1	Desktop
	Dell	GX620	1	3RPSWB1	Desktop
	Dell	Latitude D630	1	5C0NGH1	Laptop
	Dell	Latitude D630	1	DVJ0WD1	Laptop
	Dell	Latitude D630	1	8C0NGH1	Laptop
	Dell	Latitude D630	1	JVJ0WD1	Laptop
	Dell	Optiplex 760	1	C2S4WK1	Desktop
	Fargo	Direct-to-Card 550	1	A9091335	Printer
	Fargo	Direct-to-Card 550	1	A5480085	Printer
	HP	Deskjet 6490	1	MY6828R166	Printer
	HP	Deskjet 932C	1	MY07F1528K	Printer
356	HP	Laserjet 5M	1	USKC046485	Printer
	HP	Laserjet 5P	1	USFB319303	Printer

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

TO: Eric M. Soroka, City Manager

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

DATE: 30 October 2013

SUBJECT: Surplus Property

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

Vehicle 1:

2007 Dodge Charger, Silver, VIV # 2B3KA43G27H610706

Vehicle 2:

2008 Ford Focus, black, VIN # 1FAHP35N68W293857

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

TO: Eric M. Soroka, City Manager

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

DATE: 31 October 2013

SUBJECT: Surplus Property

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

2007 Ford Crown Victoria VIN # 2FAFP71WX7X136848

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: October 23, 2013

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

November 5, 2013 City Commission Meeting Agenda Item 6E

RECOMMENDATION

It is recommended that the City Commission authorize the execution of an Agreement with the State Attorney's Office for the prosecution of Aventura Code Violations. This is a renewal of the Agreement approved in 2012.

BACKGROUND

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

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

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

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

EMS/act
Attachment
CCO1823-13

**AGREEMENT BETWEEN CITY OF AVENTURA AND THE STATE OF
FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE
STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF
CERTAIN CRIMINAL VIOLATIONS OF THE
_____ CODE**

This agreement is entered into this _____ day of _____, 2013, by and between City of Aventura, a political subdivision of the State of Florida (hereinafter referred to as the "City") and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as "State Attorney").

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2013, through September 30, 2014. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II
Terms

This agreement shall expire on September 30, 2014, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

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

ARTICLE IV
Responsibilities

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

ARTICLE V
Reporting

All required reports shall be submitted to the _____.

ARTICLE VI
Indemnification

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

ARTICLE VII
Termination

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

ARTICLE VIII
Service Charges

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

ARTICLE IX
Non-Discrimination

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

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

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

ATTEST:

NAME City Commission

By: _____
POSITION

By: _____

ATTEST

State Attorney's Office
Eleventh Judicial Circuit

By: _____

By: _____
Don L. Horn
Chief Assistant State Attorney
for Administration

RESOLUTION NO. 2013-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE CITY OF AVENTURA CODE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Manager is authorized to execute and otherwise enter into that certain Agreement attached hereto between the City of Aventura and the State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida, to reimburse the State for the cost of State Attorney prosecution of certain criminal violations of the City of Aventura Code.

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

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

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

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

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

RESOLUTION NO. 2013-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, EXPRESSING SUPPORT FOR THE WATER AND LAND CONSERVATION AMENDMENT WHICH WOULD DEDICATE FUNDS TO ACQUIRE AND RESTORE FLORIDA CONSERVATION AND RECREATION LANDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, protection of the quality and quantity of Florida's drinking water sources is a primary responsibility of our state; and

WHEREAS, the State of Florida is known for beautiful rivers, lakes, streams, spring sheds, wetlands, forests, wildlife habitat and beaches and shores, and these natural assets are central to our quality of life and economic vitality; and

WHEREAS, outdoor recreation in Florida represents a \$38 billion annual industry, employing 329,000 people, and over 6.4 people annually hunt, fish, or view wildlife in our state; and

WHEREAS, restoration of the Florida Everglades is the most comprehensive ecological restoration in the world's history, and impacts the drinking water of a large portion of Florida's residents; and

WHEREAS, our state has a longstanding commitment to protection of outdoor recreation lands, including recreational trails, parks, and urban open space; rural landscapes; working farms and ranches; historic and geologic sites; and

WHEREAS, for 19 years, with bi-partisan support of every governor and legislature that served from 1990 through 2008, Preservation 2000 and Florida Forever were funded annually at \$300 million per year; and

WHEREAS, Florida Forever has not received significant, sustained, or predictable funding since 2009; and

WHEREAS, Article II Section 7 of the Florida Constitution states, "It shall be the policy of the state to conserve and protect its natural resources and scenic beauty," and yet since 2009 funding for land conservation, management, and restoration, including Florida Forever has been cut drastically; and

WHEREAS, Florida Cities and Counties have benefited from state land conservation, management, and restoration programs, including Preservation 2000 and Florida Forever; and

WHEREAS, Florida Cities and Counties have benefited directly by receiving grants from state land conservation, management, and restoration programs, including

the Florida Communities Trust, Florida Recreation Development Assistance Grants (FRDAP), the Florida Historic Preservation grants, and the Florida Greenways and Trails program; and

WHEREAS, acquisition, management, restoration of natural systems, and the enhancement of public access or recreational enjoyment of conservation lands requires a sustainable, dedicated source of state funding; and

WHEREAS, the documentary stamp tax has been the historic source of state funding for conservation and recreation in Florida; and

WHEREAS, the Water and Land Conservation amendment will dedicate less than 1 percent of the budget of the State of Florida to protecting Florida's water and land, without increasing taxes; and

WHEREAS, 82 of 100 Florida city and county land conservation ballot measures have been approved since 1988 by voters throughout the state, including almost every major urban county, many by overwhelming margins in excess of 70 percent, and an average of 63 percent.

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 City Commission hereby endorses the Florida Water and Land Conservation Amendment and encourages support of this Amendment by the Florida League of Cities, Florida Association of Counties and other organizations that seek to enhance the quality of life throughout the state of Florida.

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

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

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

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: October 17, 2013

SUBJECT: **Recommended Appointments to the Arts in Public Places
Advisory Board**

November 5, 2013 City Commission Meeting Agenda Item 6G

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution appointing three members to the Arts in Public Places Advisory Board.

BACKGROUND

Ordinance No. 2012-16 which created the Arts in Public Places Advisory Board states the following:

- The Board shall consist of five members, including the Mayor and City Manager and three residents who shall be appointed by the Mayor, subject to the approval of the City Commission.
- Individuals wishing to be a member of the Board shall make application to the City Manager on the forms provided by the City. The City Manager shall interview all applicants and make recommendation to the Mayor. The Mayor shall appoint to the Board members from the list of applicants recommended by the City Manager, subject to the approval of the City Commission.
- In recommending members of the Board, the following guidelines shall be considered:
 - a. The resident membership of the Board should consist of persons who have demonstrated a strong commitment to arts, including painting, photography, sculpture and other art forms.
 - b. Reasonable efforts should be made for the membership of the Board to be representative of a range of comprehensive adult age groups.

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

PROCESS

The City received seventeen (17) applications from many highly qualified individuals. This made the selection process a difficult one. The applicant pool was narrowed down to seven (7) and they were interviewed with the Mayor present.

After a careful review of the applicants and in accordance with the goals of the Ordinance establishing the Board, the Mayor is recommending the City Commission appoint the following individuals to the Board:

Benjamin Sens
Sandi Jo Gordon
Marina Wecksler

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

EMS/act

Attachment

CCO1822-13

10 AM



CITY OF AVENTURA APPLICATION FOR ARTS IN PUBLIC PLACES ADVISORY BOARD

Potential Aventura resident board members must be registered voters who have resided in the City of Aventura for six (6) months immediately prior to an appointment to the Board. Applicants must have a strong commitment to the arts, including painting, photography, sculpture and other art forms.

Name of Applicant: Benjamin J. Sens

Address: 2775 NE 187th St. Apt 716 Aventura, FL 33180 (Please Print)

Home Phone: (954) 648 9883 Email Address: bjsens@gmail.com

Business Name: Benjamin J. Sens, P.A. Occupation: Real Estate Consultant

Business Address: 3696 N. Federal Hwy. Suite 101 Ft. Lauderdale 33308

Business Phone: (954) 648 9883 Fax: (800) 465-0676

Qualifications: please see attached
(Briefly describe the specific expertise and/or abilities you can contribute as a member of this Board.)

Please attach a resume along with your application.

I understand that in accordance with the State of Florida Government in the Sunshine Law, this information may be made public. I understand that all board appointments are for voluntary, uncompensated services and I will be subject to the requirements of the State of Florida Financial Disclosure Requirements.

Ben Sens
Signature of Applicant

06/05/13
Date

Fax, Mail or E-Mail completed application & resume to:
Office of the City Manager
Government Center
19200 West Country Club Drive, Aventura, FL 33180
(305) 466-8910 (305) 466-8919 fax
sorokae@cityofaventura.com

The Ordinance Establishing the Arts in Public Places Advisory Board is available for review on the City's web site at www.cityofaventura.com

Benjamin J. Sens

2775 N.E. 187th Street Apt. 716 ♦ Aventura, FL ♦ (954)648-9883 ♦ bjsens@gmail.com

Qualifications

Experienced in identifying and evaluating disciplines of urban design, environmental art, sculptures of the built urban environment, and cultural opportunities. Served on the Fort Lauderdale Campus Advisory Board for FAU's College of Architecture, Urban and Public Affairs. Assisted in the development of the Second Avenue Arts Studio expo gallery raising awareness for the use for art in public spaces and developing educational programs. Assisted with the City of Tampa's Mayors Beautification project focusing on the selection of public artwork alternatives within the City's parks and community facilities.

Professional Experience

BENJAMIN J. SENS P.A. – Fort Lauderdale, FL
Real Estate Consultant, October 2012 – present

CALVIN, GIORDANO AND ASSOCIATES – Weston, FL
Permit Coordinator, October 2009 – April 2012

Education

FLORIDA ATLANTIC UNIVERSITY – Fort Lauderdale, FL
Master of Urban Design and Regional Planning, 2009
College of Architecture, Urban and Public Affairs

UNIVERSITY OF SOUTH FLORIDA – Tampa, FL
Bachelor of Arts in Political Science, 2006
Major Studies: Urban Studies and Educational Community Initiatives

FLORIDA STATE UNIVERSITY – Tallahassee, FL
College of Law - Undergraduate Coursework Certificate, 2005

GEORGE WASHINGTON UNIVERSITY – Washington, DC
Capital Civics Initiatives Scholar, 2002
Certificate in Public Leadership, Values and Initiatives

References

MR. HAROLD ROSEN
Rosen, Switkes & Entin P.L.
(305) 534-4757

MR. DAVID GELLER
Geller Law Group
(954) 865-9239

MAYOR SHIRLEY GIBSON
City of Miami Gardens
(305) 652-9524

11:00 AM

MARINA WECKSLER

Address: 3640 Yacht Club Dr., # 1404. Aventura, FL 33180, USA
Email: marinaweckslera@gmail.com **Telephone:** 786 348 4136

Education

- | | | |
|------|---|--------------------|
| 2008 | Central University of Venezuela
Master's Degree in Museum Studies
<i>With honors</i> | Caracas, Venezuela |
| 1987 | Central University of Venezuela
Degree in Architecture | Caracas, Venezuela |

Continuing Education

- | | | |
|-------------|---|--------------------|
| 2000 - 2002 | Arts Management Programs
Lectures by faculty members of different cultural institutions from abroad | Caracas, Venezuela |
| 1991 | University of Barcelona
Doctorate Program in Fine Arts (Unfinished) | Barcelona, Spain |

Professional Experience

- | | | |
|-------------|--|-------------------|
| Since 2011 | International Art Ventures
Director
Created to fulfill the highest needs of public, corporate and private art collections, art museums and cultural institutions, art galleries and artists, IAV provides specialized services such as consultancy, art collections management, production and logistics of exhibitions and publications, among others. | Miami, USA |
| Since 2009 | Wecksler Publishing
Publisher and Director
The main goal of the company is to publish art books, starting with two collections: one of monographic editions about Contemporary Artists, their life and work, and another of thematic editions about updated and/or controversial subjects related with Contemporary Art. | Caracas, Miami |
| 2007 - 2008 | Arte al Día International
Executive Editor
Select, edit, coordinate and plan medium and long term all contents of the magazine. | Caracas, New York |

- 2007 Art Nexus Bogota, Colombia
Executive Editor of ArtNexus.com
 Design and business plan for a news section on the web page ArtNexus.com, not implemented.
- 2003 - 2006 Arte al Día International Caracas, Venezuela
Director in Venezuela
 Representative in Venezuela of this prestigious international magazine of contemporary Latin American Art, responsible for the Venezuelan editorial material in the magazine and in charge of direction of the newspaper **Arte al Día News Venezuela** since its first edition
- 1998 - 2002 Gonzalo Benaim Pinto Cultural Center Caracas, Venezuela
Founder and Executive Director
 Three schools were developed: Visual Arts, Music and Theater, besides an intensive annual programming of cultural activities such as recitals, exhibitions and theater plays
- 1999 - 2002 Morris E. Curiel Sephardic Museum of Caracas Caracas, Venezuela
Member of the Board of Directors
- 1998 - 1999 Artist Book 'The Journey...' A traveling exhibition Caracas, Venezuela
Curator and General Coordinator
 18 outstanding Latin-American contemporary visual artists, and 18 renowned Latin-American writers and poets took part. It was exhibited in major museums in Latin American countries
- 1997 - 1999 Morris E. Curiel Sephardic Museum of Caracas Caracas, Venezuela
Member of the Organizing Commission
- 1996 Kaj Forsblom Gallery Caracas, Venezuela
Executive Director
 Management and coordination of the exhibition program of the gallery
- 1994 - 1996 MW Art International, Inc. Miami, USA
President
 The company dealt primarily with monumental sculptures projects contests and proposals for public and private spaces
- Since 1992 Private and Public Collections Caracas, Venezuela
Independent Curator and Art Consultant
 Specialist in Venezuelan and Latin-American Contemporary Art
- 1992 - 1994 Art Show: 'Un Marco por la Tierra' Caracas, Venezuela
General Manager
 A traveling exhibition of art proposals on the ecological subject, in which 72 Latin-American contemporary artists took part
- 1991 - 1994 Artespacio C.A. Caracas, Venezuela
President
 Private and Corporate Art Consultation and dealership

1989 – 1990	Arquin, S.R.L. Interior Design Architects Architect Art integrated to architecture. In charge of artist selection and integration of their work in buildings, houses and other projects	Caracas, Venezuela
1988 – 1989	'Centro de Arte Contemporáneo de Caracas' Art Associate Multiple responsibilities including artist selection and graphic editions coordination	Caracas, Venezuela
1987 – 1988	Michel Benko Oficina de Arquitectura Architect Architectural Design	Caracas, Venezuela

Publications

2011	Gerardo Goldwasser. Blanco móvil (Gerardo Goldwasser. White target). Centro Cultural DODECÁ. Uruguay, Montevideo. September 2011 El País Arte (digital newspaper) from Museo Virtual de Artes, MUVA
2007	Eugenio Espinoza expone en Miami. La Consagración de la Primavera y Tres Perspectivas. Artistas Ganadores del Programa de Comisiones CIFO 2007 (Eugenio Espinoza latest exhibitions in Miami. The Rite of Spring and Three Perspectives). Published in El Papel Literario of <i>El Nacional</i> on March 17, 2007, Venezuela, Pág. 6-7
2006	Pasión y razón de un espíritu constructivo (Passion and Reason of a Constructive Spirit). Arte al Día International magazine, Issue 115, August - September 2006, Pág 52-57

Other Artistic Interests & Training

1992 – 1993	Sculpture. 'Art Institute Federico Brandt'	Caracas, Venezuela
1975 – 1980	Piano, Guitar. 'Juan Manuel Olivares Conservatory'	Caracas, Venezuela

Volunteer Activities

'FUNDANA': Fundación de Amigos del Niño que amerita protección (Organization that take care of abandoned and abused children)

Computer Skills

MS Word - MS Excel - MS Power Point - Internet

Other

Languages: English, Spanish and French
Dual nationality: Venezuelan and French

10:45



**CITY OF AVENTURA
APPLICATION FOR
ARTS IN PUBLIC PLACES ADVISORY BOARD**

Potential Aventura resident board members must be registered voters who have resided in the City of Aventura for six (6) months immediately prior to an appointment to the Board. Applicants must have a strong commitment to the arts, including painting, photography, sculpture and other art forms.

Name of Applicant: SANDI-JO GORDON
(Please Print)

Address: 2600 ISLAND BLVD, APT 402, AVENTURA, 33140

Home Phone: 305-931-2518 Email Address: sandijo@bellsouth.net

Business Name: _____ Occupation: DESIGNER & ARTS ADVOCATE

Business Address: _____

CELL
Business Phone: 305-469-2245 Fax: 305-931-2519

Qualifications: LIFE-LONG ARTS SUPPORTER &
(Briefly describe the specific expertise and/or abilities you can contribute as a member of this Board.)

ARTIST & COLLECTOR

VICE-CHAIR MIAMI-DADE ART IN PUBLIC PLACES TRUST

SEE EXTENSIVE RESUME ATTACHED

Please attach a resume along with your application.

I understand that in accordance with the State of Florida Government in the Sunshine Law, this information may be made public. I understand that all board appointments are for voluntary, uncompensated services and I will be subject to the requirements of the State of Florida Financial Disclosure Requirements.

Sandi-Jo Gordon
Signature of Applicant

6/25/2013
Date

Fax, Mail or E-Mail completed application & resume to:
Office of the City Manager
Government Center
19200 West Country Club Drive, Aventura, FL 33180
(305) 466-8910 (305) 466-8919 fax
sorokae@cityofaventura.com

The Ordinance Establishing the Arts in Public Places Advisory Board is available for review on the City's web site at www.cityofaventura.com

Sandi-Jo Gordon
2600 Island Blvd, #402
Aventura, FL 33160
305-469-2245

RESUME

Education

Moore College of Art, Philadelphia, BFA, June 1966

Fine Arts

Miami-Dade Art in Public Places, Trustee 1995-present, Vice Chair 2003-present

College of Architecture + the Arts, FIU, Member Advisory Board, 2011-2013

Co-founded not-for-profit Friends of Public Art, 1996

Conducted workshops and lectures on art, printmaking, papermaking, and various crafts, 1968-present

Conducted public art tours in Miami-Dade, Broward, Palm Beach and New York City, 1968-present

MACHI (Miami Art Center Helpers), Board Member, 1976-1986

Miami International Print Biennial, Coral Gables, Director, 1979-1982

Metropolitan Museum and Art Center, Coral Gables, Honorary Curator of Prints, 1982-1986

Solo traveling exhibition of educational Holocaust paintings through non-profit Tikvah Project, 1993-1998

Gordon Craig Gallery, Miami, owner, 1967-1977

Current supporting memberships: Frost Art Museum, FIU, Miami; Museum of Contemporary Art, North Miami; Miami Art Museum; Jaffe Center for Book Arts, FAU, Boca Raton; CIA (Citizens Interested in Arts); Barnes Foundation, Phila; Nat'l Museum of Women in the Arts, Washington, DC

Collector

Specializing in Latin American works on paper, original graphics, artists' books, video art

Professional

Gorson Design Group, Vice President 1983-2003, President 2003-present

Osher Lifelong Learning Institute at Florida International University, Consultant Instructor, 2007-2009

Conducted workshops, lectures and panels on interior design basics and recycling, 2006-present

American Society of Interior Designers, Professional Member, 1987-present

National Council for Interior Design Qualification, Certified October 1986

AWC Journal, Seoul, Korea, Art Director, 1973-1974

Personal

Born -- January 10, 1944, Philadelphia

Married -- Mark W. Gordon, MD; two daughters

Resident of Miami-Dade County, 1967-1969, 1975-present

Resident of Aventura, 2009-present

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: August 2, 2012

SUBJECT: **Ordinance Establishing Arts in Public Places Advisory Board**

1st Reading September 4, 2012 City Commission Meeting Agenda Item 7-C
2nd Reading October 2, 2012 City Commission Meeting Agenda Item 8-C

Attached hereto, please find the subject Ordinance which contains the amendments discussed at the July Workshop Meeting.

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

EMS/act

Attachment

CCO1781-12

ORDINANCE NO. 2012-__

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

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

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

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

DIVISION 6. - ARTS IN PUBLIC PLACES ADVISORY BOARD

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

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

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

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

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

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

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

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

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

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

Sec. 2-203. - Advisory capacity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Susan Gottlieb, Mayor

ATTEST:

Teresa M. Soroka, MMC
City Clerk

Approved as to Form and Legal Sufficiency:

City Attorney

RESOLUTION NO. 2013-__

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

WHEREAS, Section 2-201 of the Aventura City Code provides for the creation of the Arts in Public Places Advisory Board; and

WHEREAS, in accordance with the provisions of Section 3.11 of the Aventura City Charter, the City Commission wishes to provide for approval of the Mayor's appointment of members to the Arts in Public Places Advisory Board.

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

Section 1. The City Commission hereby approves the appointment by the Mayor of the following individuals to serve as members of the Arts in Public Places Advisory Board for a term of two years:

Benjamin Sens
Sandi Jo Gordon
Marina Wecksler

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

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

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

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: October 28, 2013

SUBJECT: **Law Enforcement Mutual Aid Agreement Between the City and the City of Miami**



November 5, 2013 City Commission Meeting Agenda Item 6H

RECOMMENDATION

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

BACKGROUND

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

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

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

6. Escapes from, or disturbances within, prisoner process facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-process calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization for specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.
18. DUI Checkpoints.

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

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

EMS/act

Attachment

CCO1824-13

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN
THE CITY OF MIAMI, FLORIDA AND
THE CITY OF AVENTURA, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement is made as of this ____ day of _____, 2013, by and between the CITY OF MIAMI, FLORIDA, a Florida municipal corporation, having its principal office at 3500 Pan American Drive, Miami, Florida 33133, and the CITY OF AVENTURA, FLORIDA, a Florida municipal corporation having its principal office at 19200 West Country Club Drive, Aventura, Florida 33180, and states as follows:

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

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Miami Police Department or the City of Aventura Police Department; and

WHEREAS, it is in the best interest and advantage of the City of Miami and City of Aventura to receive and extend mutual aid to each other in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and

- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

WHEREAS, the City of Miami and the City of Aventura have the authority under The Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, BE IT KNOWN, that the City of Miami, a political subdivision of the State of Florida, and the City of Aventura, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the City of Aventura for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the City of Aventura for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the City of Miami and the City of Aventura for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.
- d. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the City of Aventura for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

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

11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.
18. DUI Checkpoints.

SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

2. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.

4. Communications instructions should be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

5. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

b. CONFLICTS:

Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

c. HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Employees of the City of Miami and the City of Aventura when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. The political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees

while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. This section applies to paid, volunteer, reserve and auxiliary employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURES

a. In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

b. All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided equally between the parties, less the costs associated with the forfeiture action.

SECTION VIII: INSURANCE

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until November 12, 2018. Under no circumstances may this agreement be renewed, amended or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this agreement upon delivery of written notice to the other political subdivision. Cancellation will be at the discretion of any political subdivision to this mutual aid agreement.

IN WITNESS WHEREOF, the parties hereto cause to these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this _____ day of _____, 2013.

ERIC M. SOROKA
City Manager
City of Aventura
Date: _____

ATTEST:

TERESA M. SOROKA
City Clerk
City of Aventura

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Firm of Weiss, Sorota, Helfman, et al
City Attorneys

STEVE STEINBERG
Chief of Police
City of Aventura

JOHNNY MARTINEZ
City Manager
City of Miami
Date: _____

ATTEST:

TODD B. HANNON
City Clerk
City of Miami

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VICTORIA MÉNDEZ
City Attorney

Manuel Orosa
Chief of Police
City of Miami

APPROVED AS TO INSURANCE
REQUIREMENTS:

CALVIN ELLIS
Risk Management Director
City of Miami, Florida

RESOLUTION NO. 2013-__

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

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

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

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

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

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

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

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: October 29, 2013

SUBJECT: **Resolution Authorizing Execution of Memorandum of Understanding (MOU) with FIU to Provide Lifelong Learning Programs to Aventura Residents**

November 5, 2013 City Commission Meeting Agenda Item 6 I

RECOMMENDATION

Based on the benefits of providing additional opportunities for all residents to participate in Lifelong Learning Programs, it is recommended that the City Commission authorize the City Administration to execute the Memorandum of Understanding (MOU) with FIU.

BACKGROUND

Florida International University (FIU), through its Osher Lifelong Learning Institute (OLLI), provides many programs for adults 50 and over who wish to enrich their lives. The non-credit Osher programs exist at many campuses nationwide and focus on enrichment courses in literature, art and music, current events, languages and personal growth. FIU currently provides classes in the City to our residents at a local hotel.

Recently, FIU approached the City about the possibility of expanding the program and collaborating with the City. This concept is a perfect fit to the programming currently provided at the Community Recreation Center and would expand lifelong learning opportunities to our community. We have been meeting with staff at FIU to develop a Memorandum of Understanding (MOU) that would develop the partnership for providing OLLI program at City facilities.

The major points of the MOU are as follows:

1. The programs will commence in January 2014 at the Aventura Community Recreation Center. Two classes are scheduled for this winter. See attached exhibit for overall of the classes.
2. The City will handle the class registration and has the right to approve the assigned faculty.

3. The course fees to be charged to students will be determined by the City after consultation with the OLLI Director.
4. The courses / curriculum selection will be agreed to by the City and OLLI based on input from the community.
5. The City will retain an administrative fee to cover our costs and memberships for the Community Recreation Center.
6. The City will pay FIU a flat fee per course regardless of the number of students enrolled in each class to cover the administrative course fees (i.e., namely the faculty fees).
7. The City and OLLI will cross market the courses on our websites and printed collateral.
8. OLLI will employ the faculty to deliver the programs and provide textbooks.

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

EMS/act

CCO1825-13

Class Overview

The Greatest Stories Ever Sold

Dr. Caren Neile

FIU Fee: \$2,500.00

*It has been said that the ability to create and appreciate stories is what makes us human. Come enjoy performances by storyteller and university instructor Caren Neile and engage in discussions of her unique interpretations of some of the world's greatest stories, from Shakespeare (*The Taming of the Shrew*), opera (*Carmen*), literature (stories of Guy DeMaupassant) and folklore (various). In addition to performing, Dr. Neile will also show story-related video and discuss the qualities of effective storytelling, whether in writing, on television or around the kitchen table. What makes a great story? What is the rule of three? How do writers use foreshadowing and framing to their advantage? What is the DNA of a story? Whether you wish to write, enhance your enjoyment of the writing of others, or simply be mesmerized by performance, this class and these stories will remain in your mind for years to come.*

How Many “Trials of the Century” Can One Century Have?

Dr. Kurt F. Stone

FIU Fee: \$3,000.00

Seems like every couple of years, we become obsessed with what is generally called “The Trial of the Century.” But, how many “trials of the century” can one century have? The answer is “lots and lots.” This course will cover six great trials, all of which share the distinction of having been memorialized in novels, plays and even motion pictures: The trials we will review and discuss are: Leopold and Loeb (*Rope and Compulsion*); Sacco and Vanzetti (*Sacco e Vanzetti*); The Scopes “Monkey” Trial (*Inherit the Wind*); Adolph Eichmann (*The Man in the Glass Booth*); Leo Frank (*They Won't Forget*); and The Thaw-White Nesbitt Trial (*The Girl in the Red Velvet Swing Ragtime*).

RESOLUTION NO. 2013-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES TO PROVIDE LIFELONG LEARNING PROGRAMS TO AVENTURA RESIDENTS; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Manager is authorized to execute and otherwise enter into that certain Agreement attached hereto between the City of Aventura and the Florida International University Board of Trustees to provide Lifelong Learning Programs to Aventura residents.

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

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

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

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

Resolution No. 2013-__
Page 2

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

***Memorandum of Understanding
Between***

City of Aventura

and

The Florida International University Board of Trustees

For the Benefit of
The Osher Lifelong Learning Institute (OLLI)

November 2013

Memorandum of Understanding
The City of Aventura (CITY) and
The Florida International University Board of Trustees for the benefit of
The Osher Lifelong Learning Institute (OLLI)

I. Purpose of this Memorandum:

For the City of Aventura (CITY) and the Osher Lifelong Learning Institute (OLLI) at Florida International University to become working partners in delivering OLLI programs to the residents of the CITY in accordance with the exacting standards of the CITY.

II. The Parties:

This memorandum will serve as an agreement between the CITY and The Florida International University Board of Trustees (FIU) on behalf of the OLLI, hereinafter the "Parties".

III. Term:

The OLLI programs shall commence on the 6th day of January 2014 and shall continue for an initial term of one (1) year. Thereafter, this Agreement shall be automatically renewed for consecutive one (1) year terms. The series will continue until the Parties agree to terminate this Agreement. Either party may terminate this Agreement for cause or for convenience by providing 60 days advanced written notice to the other party.

IV. Responsibilities of the CITY:

1. Make available proper CITY venue for selected programs.
 - Courses will be held at the Aventura Community Recreation Center.
2. Provide facility and technical support for selected courses.
3. Schedule course calendars:
 - Scheduling of course dates and registration will be handled by the City's Community Services Department Director or designee. The Parties shall jointly coordinate class locations and schedules for the mutual benefit of each other. OLLI Director will provide faculty/speakers and their available teaching schedules. The City's Community Services Director or designee will provide the OLLI Director with dates, times and class locations that are available for the classes.
4. Provide registration, billing and payment processes in accordance with agreed upon financial arrangement and FIU requirements for student data.
5. Right of approval for assigned faculty prior to any course being scheduled.
6. Handle all required administrative support and address client/student relations.

7. CITY agrees not to interfere with the business relationship between OLLI faculty and OLLI at FIU.
8. Marketing/Cross-Marketing of OLLI courses at CITY and FIU on websites and printing collateral.
9. City will pay FIU a flat fee per course as follows regardless of the number of students enrolled in each class:
 - One six-session course entitled: The Greatest Stories Ever Sold (Fee: \$2,500).
 - One six session course entitled: How many trials of the Century can One Century Have? (Fee: \$3,000).
10. The course fees to be charged to the students will be determined by the CITY in consultation with the OLLI Director. Course fees may be adjusted in subsequent terms when agreed upon by the CITY and the OLLI Director in writing under the general terms of this Agreement without requiring a separate Agreement for each course term.

V. Responsibilities of the OLLI:

1. Program/Curriculum selection:
 - One six-session course entitled: The Greatest Stories Ever Sold (January 6, 2014 – February 24, 2014).
 - One six session course entitled: How many trials of the Century can One Century Have? (January 7, 2014 – February 11, 2014).
2. Future course offerings will be covered under the general terms of this Agreement without requiring a separate Agreement for each course term. Employ faculty to deliver the programs.
 - An OLLI faculty member will administer/conduct the course in person.
3. Negotiate all faculty salary and related expense from the FIU fees.
4. Marketing/Cross-Marketing of OLLI courses at CITY and FIU on FIU website and printed collateral.
5. Provide textbooks or make them available for a fee to the students when required.

VI. Notices

Any notice which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered by facsimile, by overnight courier or by certified or registered mail, return receipt requested, and shall be effective (a) upon receipt if delivered personally; (b) on the business day the notice is received by facsimile; (c) one business day after being sent by

overnight courier; and (d) three business days after being deposited in the United States mail, postage prepaid. Such communications shall be addressed and directed to the parties listed below at the address listed on page 5 or to such other address or to the attention of such other persons as any party may from time to time advise to the other party by notice in writing as provided for herein.

For FIU:

Osher Lifelong Learning Institute
3000 NE 151st Street, ACII-130
North Miami, Florida 33181
Attn: Clara Barman

For CITY:

City of Aventura
19200 W. Country Club Drive
Aventura, Florida 33180
Attn: Eric M. Soroka, City Manager

VII. Additional Terms:

1. The intellectual property of each party remains that party's property. No rights or title of any kind are transferred by this memorandum or by mutually delivering the defined services.
2. Neither party shall use the seals, logos or trademarks of the other party except as approved in writing.
3. CITY agrees not to hire any OLLI faculty for the purpose of performing teaching services for a period of two (2) years after the termination of the relationship with OLLI. This may be waived at the sole discretion of OLLI at FIU and such waiver shall be in writing.
4. Each party agrees to be fully responsible for its own acts of negligence or its authorized officers, employees, and agents' own acts of negligence when acting in the course and scope of their involvement in this program pursuant to this Memorandum of Understanding. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.
5. Venue for any cause of action arising under this Agreement will be the state courts of Miami-Dade County. The parties waive any right to trial by jury concerning any litigation between the parties which arises out of this Agreement. The parties agree to good faith efforts to resolve any disputes through mediation and, if necessary, non-binding arbitration prior to the filing of any said cause of action in any court.
6. Either party may terminate the relationship due to low enrollment by providing 14 days advanced written notice to the other party.

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THE CITY OF AVENTURA

**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**

Eric M. Soroka City Manager

Date: _____

Reviewed for Legal Sufficiency:

City Attorney

Date: _____

Elizabeth M. Bejar
Vice Provost, Academic Affairs

Date: _____

Julissa Castellanos
Director of Operations, Office of the Vice
Provost, Biscayne Bay Campus

Date: _____

Reviewed for Legal Sufficiency:

Isis Carbajal de Garcia

Date: _____

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: October 29, 2013

SUBJECT: **Resolution Confirming ACES' Utilization of the Miami-Dade County Public Schools Evaluation System**

November 5, 2013 City Commission Meeting Agenda Item 6J

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution confirming Aventura City of Excellence School's (ACES) utilization of the Miami-Dade County Public School Evaluation System.

BACKGROUND

A requirement of the Student Success Act, also known as SB 736, is that public schools, including charters, adopt evaluation systems for instructional and administrative staff that differentiate among four levels: highly effective, effective, needs improvement and unsatisfactory. For over two years now, ACES has been utilizing the Miami-Dade County School District's personnel evaluation systems for teachers and administrators. This option was discussed with the City Commission when we reviewed the "Race to the Top" program in 2011.

At this time, the Office of Charter School Support of the Miami-Dade County School District is requesting that charter schools provide a Resolution of the Governing Board confirming the specific evaluation system to be utilized to conform to SB 736. The attached Resolution was prepared to continue ACES' utilization of the District's evaluation system.

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

EMS/act

Attachment

CCO1826-13

RESOLUTION NO. 2013-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, ACTING IN ITS CAPACITY AS THE GOVERNING BOARD OF THE AVENTURA CITY OF EXCELLENCE SCHOOL, CONFIRMING THE UTILIZATION OF THE MIAMI-DADE COUNTY SCHOOL BOARD'S EVALUATION SYSTEM FOR INSTRUCTIONAL AND ADMINISTRATIVE PERSONNEL; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Acting in its capacity as the Governing Board of the Aventura City of Excellence School, the City Commission confirms the utilization of the Miami-Dade County School Board's Evaluation System for Instructional and Administrative Personnel.

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

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

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

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

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

Miami-Dade County Public Schools 2013-2014 Charter School Teacher/Administrator Evaluation System Declaration Form

Please complete the information requested below and submit this completed declaration form to the Office of Charter School Support no later than Friday, November 15, 2013.

Name of Charter: Aventura City of Excellence School
Location Number: 0950
Principal/Director: Julie R. Alm Principal
Management Affiliation (if applicable): Charter Schools USA

Please select ONE option below.

OPTION #1 – THE LEADERSHIP AND LEARNING CENTER *APPROVED* TEACHER/ADMINISTRATOR EVALUATION SYSTEM(S)

Option #1 requires attachment and/or submission of all documents listed below:

- A Letter of Attestation from The Leadership and Learning Center stating that the Center endorsed the use of your school's evaluation system(s).
- A Governing Board Resolution stating that your school's board has adopted the evaluation system(s) OR governing board minutes indicating approval of the evaluation system(s) application by the school.
- A copy of both the teacher and principal evaluation systems.

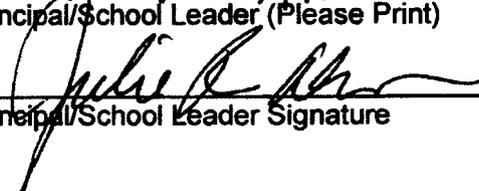
OPTION #2 – M-DCPS TEACHER/ADMINISTRATOR EVALUATION SYSTEM(S)

Option #2 requires the selection of the District evaluation system(s) listed below that will be implemented in your school.

Instructional Performance Evaluation and Growth Systems (IPEGS)
(Teachers, Student Services, Instructional Support)

School-site Managerial Evaluation Performance System (MEP)
(Principal and Assistant Principal)

Julie R. Alm _____ 10-28-13 _____
Principal/School Leader (Please Print) Date

 _____ 10-28-13 _____
Principal/School Leader Signature Date

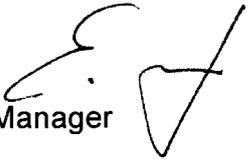
Governing Board Chair (Please Print) Date

Governing Board Chair Signature Date

CITY OF AVENTURA
FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY:  Brian K. Raducci, Finance Director

DATE: October 31, 2013

SUBJECT: **End of Year Budget Amending Ordinance – FY 2012/13**

1st Reading November 5, 2013 City Commission Meeting Agenda Item 8-A
2nd Reading January 7, 2014 City Commission Meeting Agenda Item _____

RECOMMENDATION

It is recommended that the City Commission approve the attached ordinance amending the FY 2012/13 budget. *This budget amendment is expected to have little to no impact on the FY 2012/13 overall budget or the carryover utilized in the preparing the FY 2013/14 budget.*

BACKGROUND

As you are aware, the Finance Department is preparing the City's official books and records for the upcoming FY 2012/13 year-end audit. Now that most of our year-end adjustments have been posted, we have the necessary information to formally amend the FY 2012/13 budget. This "clean up" amendment is a normal part of our year-end fiscal operations and is prepared to ensure that the "final" adopted budget contains sufficient appropriations to satisfy all of our actual expenditures.

This Ordinance will appear on the November 2013 and January 2014 agendas to comply with, Section 166.241 (4) of the Florida Statutes. Although this section requires all budget amendments be made "within up to 60 days following the end of the fiscal year," we will be unable to have the ordinance on second reading until January 2014 as there is no December meeting. This process is consistent with the City's past practice as the Ordinance will appear on first reading prior to the November 29, 2013 deadline.

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

General Fund – (001) – (\$994,382 net increase)

Legal (0601) – (\$85,000 increase)

3120 – Prof. Services - Legal

Requires an \$85,000 budget amendment due to higher than anticipated Legal fees primarily related to the Red Light Camera Intersection Safety Program and ongoing Williams Island POA litigation. This overage will be offset by \$85,000 in additional Unified Communications Tax revenue (3149000).

Public Safety (2001) – (\$350,000 increase)

3190 – Prof. Services – Traffic Safety Program

Requires a budget amendment primarily due a projected overage of approximately \$350,000 in Intersection Safety Camera Program processing costs due to higher than anticipated activity experienced during the year. This overage will be offset by \$350,000 in additional Intersection Safety Camera Program revenue (3542000).

Community Development (4001) – (\$267,000 increase)

3101 – Building Inspection Services

Requires a budget amendment primarily due to a projected overage of approximately \$267,000 in Building Inspection Services due to the following:

- ✓ higher than anticipated activity experienced during the year which will be offset by \$88,000 in additional Building Permit revenue (3221000)
- ✓ it appears that this account was inadvertently budgeted at only 55% of Building Permit revenue (3221000) instead of the 70% that we normally use. This likely occurred towards the end of the budget process when certain assumptions may have been revised as better information became available. It appears that we may have revised our preliminary budgeted Building Permit revenue (3221000) account without making the corresponding change to the 3101 – Building Inspection Services expenditure account. The \$179,000 true up to the expenditure that is now required will be offset by \$179,000 in additional Half Cent Sales Tax revenue (3351800).

Community Services (5001) – (\$98,000 increase)

4854 – Summer Recreation

Requires a budget amendment primarily due a projected overage of approximately \$98,000 in Summer Recreation expenditures due to higher than anticipated participation in the Program that was experienced during the year. This overage will be offset by \$98,000 in additional Summer Recreation revenue (3475000).

Capital Outlay – (\$194,382 increase)

Public Safety (8020) 6418 – Buffer Zone

Requires a budget amendment of \$194,382 for the expenditure of capital outlay funds for security equipment related to the FY 2010 Buffer Zone Plan and Vulnerability Reduction Purchase Plan at the Aventura Mall. This expenditure was offset by \$194,382 in grant proceeds offered through the U.S. Department of Homeland Security and the Florida Department of Law Enforcement (3312200).

The budget amendments outlined above, are expected to have little to no impact on the FY 2012/13 overall budget or carryover that was utilized in the preparation of the FY 2013/14 budget. Based on this analysis, I recommend approval of the attached Ordinance.

CITY OF AVENTURA
GENERAL FUND 001
FY 2012/13 BUDGET AMENDMENT

REVENUES

OBJECT CODE NO.	CATEGORY	2012/13 ADOPTED AMOUNT	2012/13 AMENDED AMOUNT	2012/13 REVISED BUDGET
3149000	Unified Communications Tax	\$ 2,524,505	\$ 85,000	\$ 2,609,505
3221000	Building Permits	1,450,000	88,000	1,538,000
3312200	Federal Grants	-	194,382	194,382
3351800	Half Cent Sales Tax	2,200,000	179,000	2,379,000
3475000	Summer Recreation	445,000	98,000	543,000
3542000	Intersection Safety Camera Program	1,050,000	350,000	1,400,000
	Total Revenue	\$ 7,669,505	\$ 994,382	\$ 8,663,887
	TOTAL AMENDMENTS - REVENUE		\$ 994,382	

EXPENDITURES

OBJECT CODE NO.	CATEGORY	2012/13 ADOPTED AMOUNT	2012/13 AMENDED AMOUNT	2012/13 REVISED BUDGET
	LEGAL (0601)			
	<u>CONTRACTUAL SERVICES</u>			
3120	Prof. Services - Legal	\$ 265,000	\$ 85,000	\$ 350,000
	Total Legal	\$ 265,000	\$ 85,000	\$ 350,000
	PUBLIC SAFETY (2001)			
	<u>CONTRACTUAL SERVICES</u>			
3190	Prof. Services - Traffic Safety Program	\$ 400,000	\$ 350,000	\$ 750,000
	Total Public Safety	\$ 400,000	\$ 350,000	\$ 750,000
	COMMUNITY DEVELOPMENT (4001)			
	<u>CONTRACTUAL SERVICES</u>			
3101	Building Inspection Services	\$ 800,000	\$ 267,000	\$ 1,067,000
	Total Community Development	\$ 800,000	\$ 267,000	\$ 1,067,000
	COMMUNITY SERVICES (5001)			
	<u>OTHER CHARGES & SERVICES</u>			
4854	Summer Recreation	\$ 300,000	\$ 98,000	\$ 398,000
	Total Community Services	\$ 300,000	\$ 98,000	\$ 398,000
	CAPITAL OUTLAY - (80XX)			
	<u>Public Safety - 20-521</u>			
6418	Buffer Zone	\$ -	\$ 194,382	\$ 194,382
	Total Capital Outlay	\$ -	\$ 194,382	\$ 194,382
	TOTAL AMENDMENTS - EXPENDITURES		\$ 994,382	

ORDINANCE NO. 2014-__

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; 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 City Manager is hereby authorized to do all things necessary to carry out the aims of this Ordinance.

Section 4. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading and shall be applicable retroactively from and after October 1, 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	_____
Commissioner Luz Urbàez Weinberg	_____
Mayor Susan Gottlieb	_____

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

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

PASSED AND ADOPTED on first reading this 5th day of November, 2013.

PASSED AND ADOPTED on second reading this 7th day of January, 2014.

SUSAN GOTTLIEB, MAYOR

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP 
Community Development Director

DATE: October 28, 2013

SUBJECT: Small scale amendment to the City's Comprehensive Plan to change the land use designation of the westerly portion of the land on NE 207 Street at the corner of NE 30 Avenue totaling 4.032 acres from Business and Office to Town Center and to change the land use designation of the easterly portion of the land on NE 207 Street at the corner of NE 30 Avenue totaling 3.359 acres from Medium High Density Residential to Town Center (01-CPA-14 - Small Scale Amendment)

November 5, 2013 Local Planning Agency Agenda Item _____

November 5, 2013 City Commission Meeting Agenda Item 8B

January 7, 2014 City Commission Meeting Agenda Item _____

RECOMMENDATION

It is recommended that the City Commission:

1. Approve the small scale Comprehensive Plan amendment to change the land use designation of land on NE 207 Street at the corner of NE 30 Avenue totaling 4.032 acres from Business and Office to Town Center; and
2. Approve the small scale Comprehensive Plan amendment to change the land use designation of land on NE 207 Street at the corner of NE 30 Avenue totaling 3.359 acres from Medium-High Density Residential to Town Center; and

2. Approve the transmittal of the amendment to the Division of Community Planning of the Florida Department of Economic Opportunity pursuant to Chapter 163, Florida Statutes.

THE REQUEST

The applicant is requesting a small scale Comprehensive Plan amendment to change the land use designations of its landholdings on NE 207 Street at the corner of NE 30 Avenue to facilitate a rezoning of the parcel to Town Center Neighborhood (TC3) District. The current future land use designation westerly portion is Business and Office. The current future land use designation on the easterly portion is Medium High Density Residential (See Exhibit #1 for Letter of Intent)

BACKGROUND

OWNER OF PROPERTY	Aventura Land Ventures, LLC
NAME OF APPLICANT	Michael J. Marrero
LOCATION OF PROPERTY	NE 207 Street at NE 30 Avenue See Exhibit #2 for Location Map
SIZE OF PROPERTY	Approximately 3.359 acres subject of land use amendment request from Medium High Density Residential to Town Center Approximately 4.032 acres subject of land use amendment request from Business and Office to Town Center (total landholding is 7.391 acres including 1.459 acres of unopened rights of way abandoned by Resolution No. 2006-61)

DESCRIPTION /BACKGROUND

The site is vacant land owned by the applicant and is comprised of seventy-seven platted lots in Blocks 17 and 18 of the Hallandale Park No. 8 plat, Tract 1 on the plat of Lauranna and Tract 1 on a replat of Hallandale Park No. 8. The landholding referred to in this report also includes the unopened platted right of way of NE 206 Street, part of the unopened platted right of way of NE 207 Street and two 10 foot unopened platted alleyways.

On adoption of the City's Comprehensive Plan 1998 and the Land Development Regulations in 1999, this property was designated as Business and Office on the Future Land Use Map and was zoned Community Business (B2) District on the Zoning Map.

In 2006, the previous owner of the land applied to the City Commission for an amendment to the future land use map to change the easterly portion of the site comprising 3.359 acres from Business and Office to Medium High Density Residential. The amendment was approved by the City Commission through Ordinance No. 2006-14 . This future land use map change was requested to permit a proposed development of 36 townhomes and 68 loft style condominium units on this easterly portion. There was no change requested to the westerly portion of the property. It remained in the Business and Office land use designation. The 2006 development proposal for this westerly portion included a hotel, office, parking garage and retail uses.

The 2006 development did not proceed. The current owner wishes to develop a mixed-use project under the Town Center Neighborhood (TC3) district regulations. In order to do so, the owner has requested this amendment to the future land use map to designate the entire parcel as Town Center. This will facilitate a concurrent request for rezoning to Town Center Neighborhood (TC3) District.

Although no formal site plan has been submitted for review by the City, the applicant has presented its preliminary development proposal to the City Commission at the workshop meeting of May 16, 2013. The site plan application ultimately submitted must comply with the TC3 district zoning development criteria which includes provision of residential, non-residential, assisted living, hotel and indoor or outdoor recreational uses in the Town Center.

The current landholding of the applicant is 5.932 acres. The total development site area will be 7.391 acres once the applicant satisfies the conditions of Resolution No. 2006-61 which abandoned the unopened right of way of NE 206 Street, part of the unopened right of way of NE 207 Street and two 10 foot unopened alleyways reserved on the plat of Hallandale Park No. 8, consisting of a total of 1.459 acres of land.

ANALYSIS

Future Land Use Designation

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

Zoning

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

Existing Land Use

Subject property:	vacant
Properties to the North:	office
Properties to the South:	religious facility and school
Properties to the East:	residential
Properties to the West:	retail plaza

Access – The parcel is bounded by NE 207 Street to the north, NE 30 Avenue to the east and NE 29 Avenue to the west.

Conformity to City Comprehensive Plan – The amendment is consistent with the goals, objectives and policies of the City’s Comprehensive Plan. More specifically, the proposal is consistent with the following policies in the Future Land Use, Transportation, Parks and Recreation and Coastal and Conservation elements of the Plan:

Future Land Use Element

Policy 8.2 Applications to amend the City’s Future Land Use Plan map shall be evaluated to consider consistency with the Goals, Objectives and Policies of all Elements, other timely issues, and in particular the extent to which the proposal, if approved, would:

1. *Satisfy a deficiency in the Plan map to accommodate projected population or economic growth of the City;*

Recent census data shows that the City is continuing to grow, the median age is lower and the family size is larger. Demand for housing is therefore increasing. At the same time, there is an identified demand for senior living facilities in the City and an identified demand for recreational opportunities. The residential use, assisted living facility and recreational uses along with the non-residential uses required as a component of the development in the requested Town Center land use category will accommodate projected population and economic growth.

2. *Enhance or impede provision of services at adopted LOS Standards;*

Traffic - The traffic generation table provided later in this report shows an expected decrease in a.m. peak trips, an increase in p.m. peak trips and an overall increase in daily trips. Based on review of the applicant’s traffic generation report by the City’s Traffic Engineering Consultant, this increase in daily trips will not impede the provision of services at adopted LOS standards provided that the applicant submits, as part of the site plan review process, a detailed Traffic Study that proposes access, circulation, safety and transit improvements to mitigate the increased trips.

Water – The application will not impede provision of this service at adopted LOS standards.

Sewer – The application will not impede provision of this service at adopted LOS standards.

Mass Transit – A bus transit facility is located at Aventura Mall, approximately 1.5 miles from the subject properties. The proposed mixed-use development will be required to provide pedestrian linkage to County and City transit services that are safe and convenient to transit users.

Parks and Recreation – The City presently exceeds LOS standards for park space, therefore, provision of service at adopted level of service standard will not be impeded by this development.

Stormwater Drainage – The application will not impede provision of this service at adopted LOS standards.

Solid Waste – The application will not impede provision of this service at adopted LOS standards.

The applicant will be required, through the site plan review process, to provide evidence of compliance with all Level of Services Standards.

- 3. Be compatible with abutting and nearby land uses and protect the character of established neighborhoods; and*

The proposed amendment is compatible with abutting and nearby land uses and will create a neighborhood town center easily accessible by existing adjacent residential and non-residential uses.

- 4. Enhance or degrade environmental or historical resources, features or systems of significance.*

The proposed amendment will not degrade the environmental or historical resources, features or systems of significance.

Policy 8.3 *The City shall strive to accommodate residential development in suitable locations and densities which reflect such factors as recent trends in location and design of residential units; projected availability of service and infrastructure capacity; proximity and accessibility to employment, commercial and cultural centers; character of existing adjacent or surrounding neighborhoods; avoidance of natural resource degradation; maintenance of quality of life and creation of amenities.*

The proposed amendment will meet this policy by accommodating residential development in a location adjacent to existing residential uses. The mix of uses provides close proximity and accessibility to employment and commercial centers, avoidance of natural resource degradation and maintenance of quality of life and creation of amenities.

Policy 10.1 Aventura shall facilitate redevelopment of substandard or underdeveloped areas, high intensity activity centers, mass transit supportive development and mixed use projects to promote energy conservation.

The proposed amendment will facilitate redevelopment of an underdeveloped area with a mixed use project.

Policy 12.1 All proposed Comprehensive Plan amendments that increase density (population) shall be required to submit, at the time of application, an analysis of the impacts of the proposed amendment upon the evacuation routes and evacuation times as included within the South Florida Regional Hurricane Evacuation Study, April, 1996, or as may be amended from time to time.

Policy 12.2 The City shall not approve any Comprehensive Plan amendment that increases density (population) and results in evacuation times exceeding 12 hours.

<i>Property Location</i>	<i>Lot Size</i>	<i>Increase in Density</i>	<i>Population Factor</i>	<i>Overall Increase in Population</i>
NE 207 Street at NE 30 Avenue	7.391 ac	20 du/ac (density limited by zone)	1.99	294 persons

Based on the South Florida Regional Planning Council evacuation model, it is determined that the increase of a maximum of 147 dwelling units resulting from the proposed amendment will increase the clearance time by 3.30 minutes. That additional time increases the present evacuation time of 11.65 hours (11 hours and 39.46 minutes) to 11.71 hours (11 hours and 42.76 minutes).

Transportation Element

Policy 1.5 The City will develop transportation management strategies, such as (but not limited to) traffic calming techniques and neighborhood design concepts to improve efficiency and enhance the safety of the pedestrian, bicycles and transit riders within the context of an integrated multi-modal transportation system.

The proposed amendment and associated subsequent site development will be required to provide linkages and design concepts to improve efficiency and

enhance the safety of the pedestrian, bicycles and transit riders within the context of an integrated multi-modal transportation system.

Policy 4.3 Transit service shall be linked to major trip attractors and generators and the transportation disadvantaged. Transit service shall be located such that they are safe and convenient to transit users.

This mixed-use development will be required to provide pedestrian linkage to transit service facilities that are safe and convenient to transit users.

Policy 4.7 Transit shelters, according to the City's approved design, shall be provided at the time of development by the property owner.

Transit shelters, according to the City's approved design, will be required to be provided by the owner at the time of development.

Parks and Recreation Element

Policy 4.1 The City adopts a level of service requiring 2.75 acres of net useable park land per 1,000 residents, implemented by the concurrency management system.

The estimated current population for the City of Aventura is 37,725. 147 additional dwelling units results in a population increase of 294 people as shown in the table above. The amount of park and recreation land required by this park standard is 104.55 acres. The existing available park and recreation land, using the calculations provided in the Level of Service Standards, is 116.95 acres. Therefore, no deficiency exists and the proposed amendment will not create a deficiency in this standard.

Conservation and Coastal Management Element

Policy 9.2 The City shall maintain the adopted levels of service on the local roadways based on the future land use plan to achieve a reasonable evacuation time.

The traffic generation table provided later in this report shows an expected decrease in a.m. peak trips, an increase in p.m. peak trips and an overall increase in daily trips. Based on review of the applicant's traffic generation report by the City's Traffic Engineering Consultant, this increase in daily trips will not impede the provision of services at adopted LOS standards provided that the applicant submits, as part of the site plan review process, a detailed Traffic Study that proposes access, circulation, safety and transit improvements to achieve a reasonable evacuation time.

Urban Design Element

Policy 1.7 The location of parking, curb cuts, walkways, bike lanes, signage, lighting and landscape treatments shall be co-ordinated to provide maximum user safety, while improving the comprehensive aesthetic appearance of Aventura.

The applicant will be required, through the site plan review process, to locate parking, curb cuts, walkways, bike lanes, signage, lighting and landscape treatments to maximize user safety and improve the aesthetics of the City.

Education Element

Policy 1.4 Miami-Dade County Public Schools' comments shall be sought and considered on comprehensive plan amendments and other land use and zoning decisions which will increase residential density, in order to be consistent with the terms of the state mandated Interlocal Agreement pursuant to Sections 1013.33, 163.3174 and 163.31777, Florida Statutes.

The application has been provided for comment to the Miami Dade County Public Schools in accordance with the Interlocal Agreement entered into between the City and the Board in February of 2003. Also in accordance with the Interlocal Agreement, the School Board has been invited as a non-voting member of the Local Planning Agency for this application.

The School's Preliminary Concurrency Analysis dated October 18, 2013 is attached as Exhibit #3. This analysis notes that, at this time, all three public school levels, that is, elementary, middle and senior high public schools, have sufficient capacity available for this proposal. Final determination of public school concurrency will be made by the School Board at the time of final site plan approval.

Traffic Generation – The applicant's traffic engineer has prepared traffic generation information relative to the previously approved development and the proposed amendment. The letter dated October 28, 2013 prepared by David Plummer & Associates is attached as Exhibit #4.

Applications Area (7.391 acres)	Land Use Category	Daily Trips	AM Peak HourTrips	PM Peak Hour Trips
Previously Approved Development	Business & Office and Medium High Density Residential	5,878	528	536
Proposed Development	Town Center	7,336	465	625

As can be seen from the table above, the proposed town center land use designation generates decreased a.m. peak hour trips, increased pm peak hour trips and increased daily trips. The applicant will be required, through the site plan review process, to provide a detailed Traffic Study and to propose access, circulation, safety and transit improvements to accommodate the increased trips.

Conformity to City Land Development Regulations – The proposed amendment will facilitate a proposed rezoning from B2, Community Business District to TC3, Town Center Neighborhood District.

Coastal High Hazard Location – The location of this site is not in a designated coastal high hazard area.



BERCOW RADELL & FERNANDEZ

ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: 305-377-6238
E-MAIL: mmarrero@brzoninglaw.com

VIA FACSIMILE AND E-MAIL

October 9, 2013

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

Re: Amendment to the City's Future Land Use Map re Waterways Town Square

Dear Joanne:

This law firm represents Aventura Land Ventures, LLC (the "Applicant"), with regard to an application to amend the City of Aventura Zoning Map and Future Land Use Map for the assemblage of properties at the SW corner of NE 207 Street and 30th Avenue (the "Property") to be designated as Town Center in the Future Land Use Map and TC3 in the Zoning Map.

The Applicant recently acquired the Property, which was the subject of prior approvals for City Place at Aventura. The prior project included a mix of residential and commercial uses and remains zoned B2 and RMF3A. The Applicants seeks to develop a true mixed use project, with a focus on some uses that have been identified as desirable uses by the Aventura community. These include a high quality Assisted Living Facility and a commercial recreation, as well as a hotel, retail, office and some residential units. On October 1, 2013, the City Commission adopted an amendment to its Land Development Regulations to create the TC3 zoning district, which the Applicant seeks to rezone to.

The City's Comprehensive Plan provides standards that staff and the City Commission shall consider when reviewing proposed amendments to City's Future Land Use Map. The Applicant's request addresses several of the standards as follows:

**Exhibit #1
01-CPA-14**

- (1) **TOWN CENTER: Town Centers are encouraged to become hubs for future urban development in Aventura, around which a more compact and efficient urban structure will evolve.**

The Applicant seeks to develop a compact, efficient and urban project which will include a mix of uses that will have a natural synergy and promote pedestrian and walkable activities.

- (2) **TOWN CENTER: Town Centers are intended to be design-unified areas, which will contain a mixture of different urban functions integrated both horizontally and vertically.**

The Applicant hopes to achieve exactly this. Expected uses within the project include a retail entertainment component, traditional retail, ALF, residential, office and hotel. These uses are expected to function in an integrated fashion and serve each other. The aggregated land owned by the Applicant presents this unique opportunity.

- (3) **OBJECTIVE 3: The Future Land Use Plan shall emphasize concentration and intensification of development around centers of activity, development of well designed communities containing a variety of uses, housing types and public services, renewal and rehabilitation of blighted areas.**

The Property has been vacant for some time. The Applicant hopes to create a well-designed community with a variety of uses as contemplated by the comprehensive plan. There are not many suitable areas in the City to achieve this type of development.

- (4) **POLICY 9.2: Applications to amend the City's Future Land Use Map shall be evaluated to consider consistency with the Goals, Objectives and Policies of all Elements, other timely issues, and in particular the extent to which the proposal, if approved, would:**

1. **Satisfy a deficiency in the Plan map to accommodate projected population or economic growth in the City:**

The approval of this application will address certain established demands of the City, including Assisted Living Facilities and Retail Entertainment uses. Additionally, some of the expected population growth will be addressed by the additional residential development within the project.

2. Enhance or impede provision of services at the adopted LOS Standards:

The approval of this application is not expected to impede the levels of service at the City and the Applicant will work to mitigate any impacts that are presented.

3. Be compatible with abutting and nearby land uses and protect the character of established neighborhoods:

The project is surrounded by commercial and residential development. Therefore a mixed use/town center project is ideal for this location, particularly because of the size of the site.

4. Enhance or degrade environmental or historical resources, features or systems of significance:

There are no significant environmental or historical resources or features expected to be impacted by the approval of this application.

5. Impact the City's ability to maintain hurricane evacuation clearance times of 12 hours or less:

Based on our calculations, the approval of this request will not increase

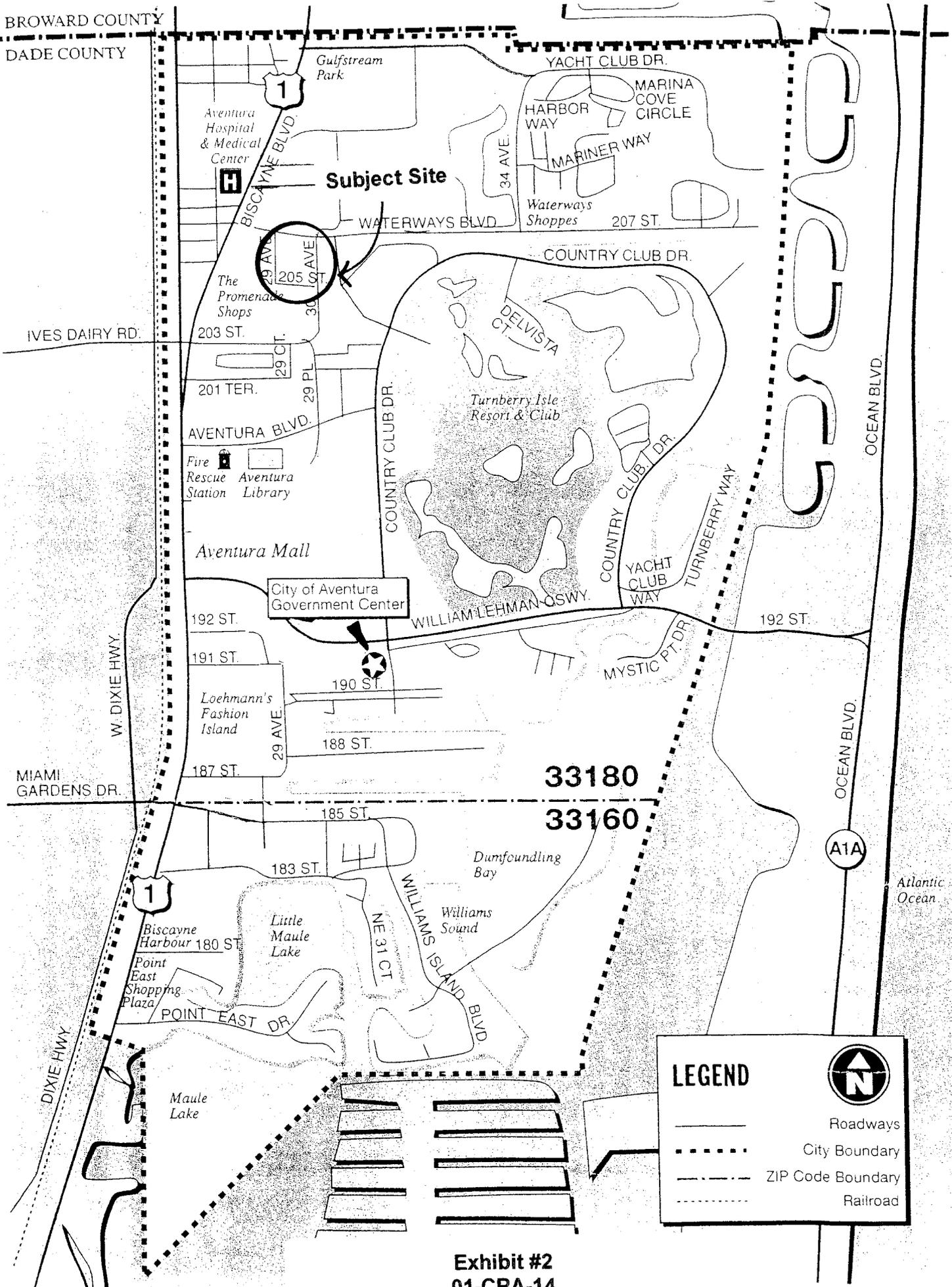
For all the foregoing reasons, the applicant respectfully requests your department's favorable review and recommendation of this application. Should you have any questions, comments, or require additional information, please do not hesitate to phone my direct line at (305) 377-6238.

Sincerely yours,



Michael J. Marrero

BROWARD COUNTY
DADE COUNTY



Subject Site

City of Aventura
Government Center

33180

33160

LEGEND

-  Roadways
-  City Boundary
-  ZIP Code Boundary
-  Railroad



Exhibit #2
01-CPA-14

DAVID PLUMMER & ASSOCIATES

TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL

1750 PONCE DE LEON BOULEVARD, CORAL GABLES, FLORIDA 33134
305 447-0900 • FAX: 305 444-4986 • EMAIL: DPA@DPLUMMER.COM

October 28, 2013

Mr. Victor Ballestas
Integra Solutions
150 NE 2nd Avenue, Suite 701
Miami, FL 33133
Phone: 305-774-0110
Mobile: 305-773-5896
E-mail: vb@integrafl.com

RE: ParkSquare Aventura Traffic Engineering Services - #13114

Dear Mr. Ballestas,

The ParkSquare Aventura project is located on the south side of Waterways Boulevard between NE 29th and NE 30th Avenues in Aventura, Florida. Exhibit 1 shows the approved development program. The purpose of this letter is to conduct a trip generation comparison between the previously approved project for the site and the new development program.

**Exhibit 1
Approved Development Program**

Land Use	Size
Office	142,248 Square Feet
Bank	4,923 SF Square Feet
Specialty Retail	17,393 Square Feet
Hotel	198 Rooms
Coffee Shop	992 Square Feet
Bowling Alley	18 Lanes
Apartment	104 Dwelling Units

Currently, the applicant is seeking to change the development plan. The proposed development program is shown in Exhibit 2.

**Exhibit #3
01-CPA-14**



**Exhibit 2
 Proposed Development Program**

Land Use	Size
Specialty Retail	34,429 Square Feet of Gross Floor Area
Quality Restaurant	21,516 SF GFA of Gross Floor Area
Office	151,601 Square Feet of Gross Floor Area
Hotel	230 Rooms
Apartment	145 Dwelling Units
Assisted Living Facility	199 Beds

A trip generation analysis was conducted to determine the trips generated by the previous development program compared to the proposed project. The trip generation analysis was based on rates and/or equations from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition, and obtained using the TripGen 2013 software. Worksheets are provided in **Attachment A**.

ITE recognizes that data obtained to establish trip generation rates and/or equations is collected at single-use, free-standing sites, and that mixed-use developments provide a potential for interaction of trips within the site, which must be accounted for separately. This will be a mixed-use project and the design will incorporate an internal road system to serve both automobiles and pedestrian and facilitate interaction of trips within the site, resulting in some satisfied on-site (*internal trips*). Internalization between the proposed uses was established based on the guidelines in ITE's *Trip Generation Manual User's Guide and Handbook*. Internalization worksheets are included in **Attachment A**.

Research shows that a percentage of retail trips to and from a site are "pass-by" trips. ITE describes *pass-by* as trips "attracted from traffic passing the site on an adjacent street". *Pass-by* trips are already using the existing roadway network. *Pass-by* trips were established based on the guidelines in the FDOT's *Site Impact Handbook*.

A review of transit availability in the vicinity of the project site indicates that several transit routes serve the area within 1 mile. A 5% deduction for mode split was used to consider other modes of transportation. Adjustments made to the trip generation estimates obtained using ITE trip generation rates



Mr. Victor Ballestas

RE: ParkSquare Aventura Traffic Engineering Services - #13114

Page 3

and/or equations are consistent with the adjustments used in the traffic study performed for the previously approved land uses. Exhibit 3 provides a summary the trip generation summary for the approved and proposed site plans. Trip generation/internalization worksheets are included in *Attachment A*.

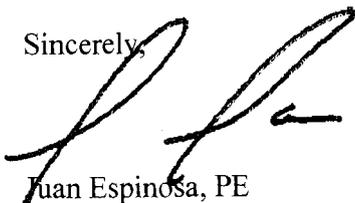
**Exhibit 3
Project Trip Generation Summary**

Scenario	Weekday AM Peak Hour Vehicle Trips	Weekday PM Peak Hour Vehicle Trips
Approved Uses	528	536
Proposed Uses	465	625
Trip Difference	-63	89
% Trips Reduction	-12%	16%

The results of the trip generation analysis show decreases in net new external vehicular traffic for the AM peak hours from the previously approved land use plan. An increase is anticipated on a daily basis and PM peak hour. Based on this, it can be concluded that the proposed uses will have no additional impact to the adjacent roadway network than those in the approved traffic study.

We stand ready to provide any support needed for this project. Should you have any questions or comments, please call me at (305) 447-0900.

Sincerely,



Juan Espinosa, PE
Vice-President – Transportation

Attachments

w:\13\13114\ngen oct 28 2013\parksquare aventura trip generation comparison letter_october 28 2013.docx

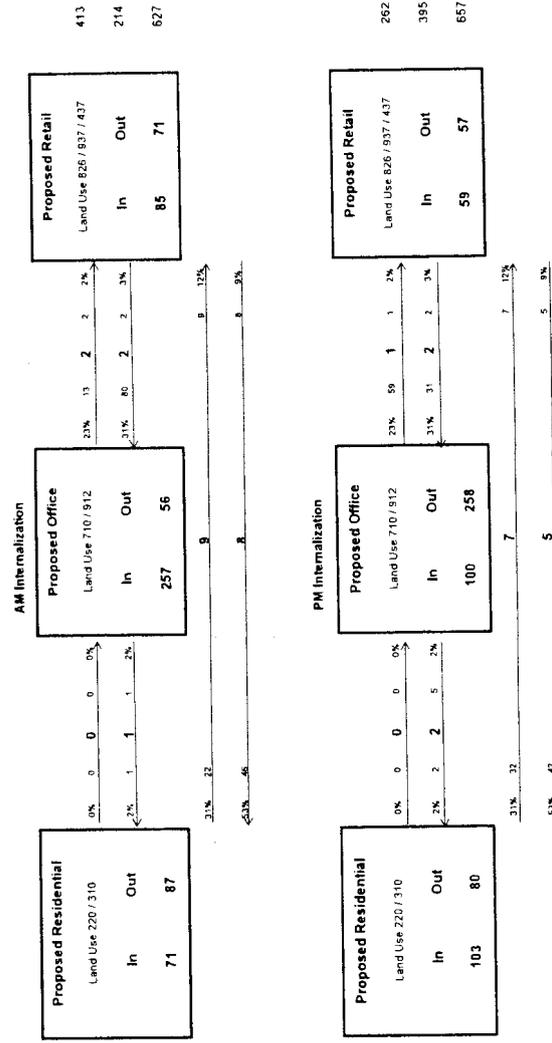


ATTACHMENT A

City Place at Aventura Approved Trip Generation Net New Trips

Approved Land Use	Number of Units	Daily	AM Peak		PM Peak		Total		
			In	Out	In	Out			
Office (Land Use 710)	142,248 GSF	1,716	223	31	254	40	198	238	
Bank (Land Use 912)	4,923 SF	729	34	25	59	60	60	120	
Retail (Land Use 826)	17,393 GLSF	771	0	0	0	21	25	47	
Coffee Shop (Land Use 912)	992 SF	612	51	49	100	21	21	42	
Bowling Alley (Land Use 437)	18 Lanes	600	34	22	56	17	10	27	
Hotel (Land Use 210)	198 Rooms	1,618	61	44	105	61	58	119	
Apartment (Land Use 220)	104 DU's	692	10	43	53	42	22	64	
ITE Trip Generation		6,938	413	214	627	262	395	657	
Internalization	Office (Land Use 710)	-102			-4			-3	
	Bank (Land Use 912)	-43			-1			-2	
	Retail (Land Use 826)	-46			0			-6	
	Coffee Shop (Land Use 912)	-48			-13			-5	
	Bowling Alley (Land Use 437)	-36			-7			-4	
	Hotel (Land Use 210)	-96			-11			-9	
	Apartment (Land Use 220)	-41			-6			-5	
External Trips		-412	-21	-21	-42	-17	-17	-34	
Pass-by Trips (Bank) ²	47%		392	193	585	245	378	623	
Transit/Pedestrian Trips	5%		-18	-9	-27	-22	-34	-56	
			-20	-10	-30	-12	-19	-31	
Net New External Trips		6,878	354	174	528	211	325	536	

¹The Institute of Transportation Engineers (ITE) Trip Generation manual, Ninth Edition, Trip Generation Handbook, published by ITE in March 2001.

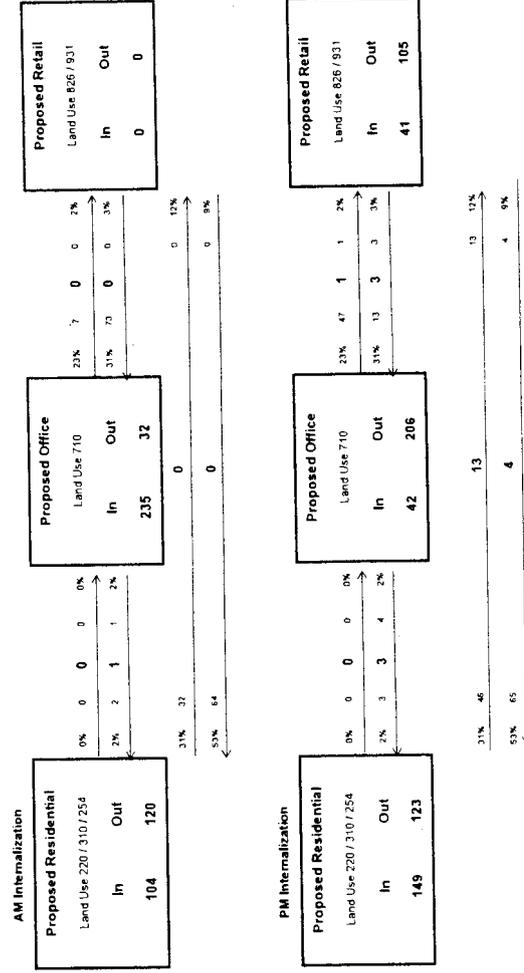


ATTACHMENT A

Waterways Town Center Proposed Trip Generation Net New Trips

Approved Land Use	Number of Units	Daily	AM Peak			PM Peak		
			In	Out	Total	In	Out	Total
Retail (Land Use 826)	34,429 SF	1,526	0	0	0	41	52	93
Quality Restaurant (Land Use 931)	21,516 SF	1,935	0	0	0	108	53	161
Office (Land Use 710)	151,601 SF	1,801	235	32	267	42	206	248
Hotel (Land Use 310)	230 Rooms	1,879	71	51	122	71	67	138
Apartment (Land Use 220)	145 DUs	964	15	59	74	58	32	90
Assisted Living Facility (Land Use 254)	199 Beds	529	18	10	28	20	24	44
TTE Trip Generation		8,624	339	152	491	340	434	774
Internalization	Retail (Land Use 826)	-3			0			-8
	Quality Restaurant (Land Use 931)	-4			0			-13
	Office (Land Use 710)	-4			-1			-7
	Hotel (Land Use 310)	-4			-1			-10
	Apartment (Land Use 220)	-2			0			-7
	Assisted Living Facility (Land Use 254)	-1			0			-3
External Trips		-17	-1	-1	-2	-24	-24	-48
Pass-By Trips (Restaurant)	44%	-850	0	0	0	-28	-37	-65
Transit/Pedestrian Trips	5%	-431	-17	-8	-24	-16	-21	-36
Net New External Trips		7,336	321	144	465	272	353	625

¹The Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition
²Trip Generation Manual, User's Guide and Handbook, published by ITE.



Summary of Multi-Use Trip Generation
Average Weekday Driveway Volumes (Unadjusted for Internal Trips)

Project: Park Square Aventura - Approved Project
Phase:

Open Date:
Analysis Date:

Description:

ITE:Land Use	24 Hour Two-Way Volume	AM Pk Hour		PM Pk Hour	
		Enter	Exit	Enter	Exit
710: General Office Building 142.248 Th.Sq.Ft. GFA [E]	1716	223	31	40	198
912: Drive-in Bank 4.923 Th.Sq.Ft. GFA [R]	729	34	25	60	60
826: Specialty Retail Center 17.393 Th.Sq.Ft. GFA [R]	771	0	0	21	26
310: Hotel 198 Rooms [R]	1618	61	44	61	58
937: Coffee/Donut Shop with Drive-Thru .992 Th.Sq.Ft. GFA [R]	812	51	49	21	21
437: Bowling Alley 18 Bowling Lanes [R]	600	34	22	17	10
220: Apartments 104 Dwelling Units [R]	692	10	43	42	22
<hr/>					
Total Driveway Volume	6938	413	214	262	395
Total Peak Hour Pass-By Trips		0	0	28	28
Total Peak Hour Vol. Added to Adjacent Streets		413	214	234	367

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation Manual, 9th Edition, 2012

Summary of Multi-Use Trip Generation
Average Weekday Driveway Volumes (Unadjusted for Internal Trips)

Project: Park Square Aventura - Proposed Project
Phase:

Open Date:
Analysis Date:

Description:

ITE:Land Use	24 Hour Two-Way Volume	AM Pk Hour		PM Pk Hour	
		Enter	Exit	Enter	Exit
826: Specialty Retail Center 34.429 Th.Sq.Ft. GFA [R]	1526	0	0	41	52
931: Quality Restaurant 21.516 Th.Sq.Ft. GFA [R]	1935	0	0	108	53
710: General Office Building 151.601 Th.Sq.Ft. GFA [E]	1801	235	32	42	206
310: Hotel 230 Rooms [R]	1879	71	51	71	67
220: Apartments 145 Dwelling Units [R]	964	15	59	58	32
254: Assisted Living 199 Beds [R]	529	18	10	20	24
Total Driveway Volume	8634	339	152	340	434
Total Peak Hour Pass-By Trips		0	0	48	23
Total Peak Hour Vol. Added to Adjacent Streets		339	152	292	411

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation Manual, 9th Edition, 2012



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board

Perla Tabares Hantman, Chair
Dr. Martin Karp, Vice Chair
Dr. Dorothy Bendross-Mindingall
Susie V. Castillo
Carlos L. Curbelo
Dr. Lawrence S. Feldman
Dr. Wilbert "Tee" Holloway
Dr. Marta Pérez
Raquel A. Regalado

October 18, 2013

VIA ELECTRONIC MAIL

Mr. Michael J. Marrero, Esquire
Bercow Radell & Fernandez, P.A.
200 South Biscayne Boulevard, Suite 850
Miami, FL 33131
mmarrero@brzoninglaw.com

**RE: PUBLIC SCHOOL CONCURRENCY PRELIMINARY ANALYSIS
WATERWAYS TOWN CENTER – No. 01-CPA-14
LOCATED AT NE 207 STREET AT NE 30 AVENUE, AVENTURA, FLORIDA
PH2813100400889 – FOLIO No.: 2812340064610**

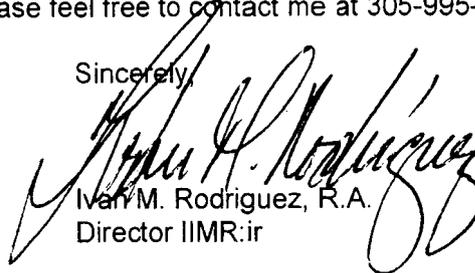
Dear Applicant:

Pursuant to State Statutes and the Interlocal Agreements for Public School Facility Planning in Miami-Dade County, the above-referenced application was reviewed for compliance with Public School Concurrency. Accordingly, enclosed please find the School District's Preliminary Concurrency Analysis (Schools Planning Level Review) for informational purposes only.

As noted in the Preliminary Concurrency Analysis (Schools Planning Level Review), the proposed development would yield a maximum residential density of 147 multi-family units, which generate 26 students; 12 elementary, 7 middle and 7 senior high students. At this time, all three school levels have sufficient capacity available to serve the application. However, a final determination of Public School Concurrency and capacity reservation will only be made at the time of approval of final plat, site plan or functional equivalent. As such, this analysis does not constitute a Public School Concurrency approval.

Should you have any questions, please feel free to contact me at 305-995-4501.

Sincerely,



Ivan M. Rodriguez, R.A.
Director IIMR:ir

L-432

Enclosure

cc: Ms. Ana Rijo-Conde, AICP
Ms. Vivian G. Villaamil
City of Aventura
School Concurrency Master File

**Exhibit #4
01-CPA-14**

Facilities Planning, Design and Sustainability
Ana Rijo-Conde, AICP, Deputy Chief Facilities and Eco-Sustainability Officer
1450 N.E. 2nd Ave. • Suite 525 • Miami, FL 33132
305-995-7285 • 305-995-4760 (FAX) • arijo@dadeschools.net



Concurrency Management System (CMS)

Miami Dade County Public Schools

Miami-Dade County Public Schools

**Concurrency Management System
Preliminary Concurrency Analysis**

MDCPS Application Number: PH2813100400889 Local Government (LG): Aventura
 Date Application Received: 10/4/2013 3:27:27 PM LG Application Number: 01-CPA-14
 Type of Application: Public Hearing Sub Type: Land Use
 Applicant's Name: Waterways Town Center
 Address/Location: NE 207 Street at NE 30 Avenue, Aventura
 Master Folio Number: 2812340064610
 Additional Folio Number(s):

PROPOSED # OF UNITS 147
 SINGLE-FAMILY DETACHED UNITS: 0
 SINGLE-FAMILY ATTACHED UNITS: 0
 MULTIFAMILY UNITS: 147

CONCURRENCY SERVICE AREA SCHOOLS						
CSA Id	Facility Name	Net Available Capacity	Seats Required	Seats Taken	LOS Met	Source Type
231	AVENTURA WATERWAYS K-8 CENTER (ELEM COMP)	-64	12	0	NO	Current CSA
231	AVENTURA WATERWAYS K-8 CENTER (ELEM COMP)	0	12	0	NO	Current CSA Five Year Plan
232	AVENTURA WATERWAYS K-8 CENTER (MID COMP)	-11	7	0	NO	Current CSA
232	AVENTURA WATERWAYS K-8 CENTER (MID COMP)	0	7	0	NO	Current CSA Five Year Plan
6241	HIGHLAND OAKS MIDDLE	-5	7	0	NO	Current CSA
6241	HIGHLAND OAKS MIDDLE	0	7	0	NO	Current CSA Five Year Plan
7141	DR MICHAEL M KROP SENIOR	-284	7	0	NO	Current CSA
7141	DR MICHAEL M KROP SENIOR	0	7	0	NO	Current CSA Five Year Plan

ADJACENT SERVICE AREA SCHOOLS						
CSA Id	Facility Name	Net Available Capacity	Seats Required	Seats Taken	LOS Met	Source Type
2441	VIRGINIA A BOONE HIGHLAND OAKS ELEMENTARY	35	12	12	YES	Adjacent CSA
6023	ANDOVER MIDDLE	140	7	7	YES	Adjacent CSA
7381	MIAMI NORLAND SENIOR	580	7	7	YES	Adjacent CSA

*An Impact reduction of 19.5% included for charter and magnet schools (Schools of Choice).

MDCPS has conducted a preliminary public school concurrency review of this application; please see results above. A final determination of public school concurrency and capacity reservation will be made at the time of approval of plat, site plan or functional equivalent. **THIS ANALYSIS DOES NOT CONSTITUTE PUBLIC SCHOOL CONCURRENCY APPROVAL.**

1450 NE 2 Avenue, Room 525, Miami, Florida 33132 / 305-995-7634 / 305-995-4760 fax / concurrency@dadeschools.net



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 Marrero (Attorney), Jeff Berrow (Attorney), Dan Fortin, Jr. (Surveyor), and Juan Espinosa (Traffic Engineer).

(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 24th DAY OF October 2013

AUTHORIZED REPRESENTATIVE OF APPLICANT:

Signature: Paulo Melo
(Print): Paulo Melo
Title: Managing Member
Address: 150 SE 2nd Street, #800 Miami, FL 33131

OWNER

By: [Signature]
Name: Paulo Melo
(Print): Paulo Melo
Title: Managing Member
Address: 150 SE 2nd Street, #800 Miami, FL 33131

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

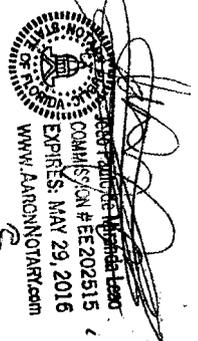
Before me the undersigned authority personally appeared Paulo Melo as the authorized representative of the Applicant and/or the owner of the property subject to the application, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME this 24th day of October 2013 AFFIANT

Notary Public State of Florida At Large
Printed Name of Notary: Paulo Melo de Miranda Leao
My commission expires: May 29th 2016



Paulo Melo de Miranda Leao
COMMISSION # EE 202515
EXPIRES: MAY 29, 2016
WWW.AARONNOTARY.COM



Paulo Melo de Miranda Leao
COMMISSION # EE 202515
EXPIRES: MAY 29, 2016
WWW.AARONNOTARY.COM



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 24th DAY OF October, 2013

APPLICANT:

By: _____ (Signature)
Name: Paulo Melo (Print)
Title: Mayor's Member (Print)



Joao Paulo de Miranda Leao
COMMISSION #EE 202515
EXPIRES: MAR 29, 2016
WWW.FLORIDANOTARY.com

WITNESS MY HAND THIS 24th DAY OF October, 2013

PROPERTY OWNER:

By: _____ (Signature)
Name: Paulo Melo (Print)
Title: Mayor's Member (Print)



Joao Paulo de Miranda Leao
COMMISSION #EE 202515
EXPIRES: MAR 29, 2016
WWW.FLORIDANOTARY.com

*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 24 DAY OF October 2023

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Michael Marrero (Print)

Title: Attorney (Print)

By: [Signature] (Signature)

Name: Jeff Berrow (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

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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.

WITNESS MY HAND THIS 24 DAY OF October, 2013

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)
Name: Juan Espinosa (Print)
Title: V.P. (Print)

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

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

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NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

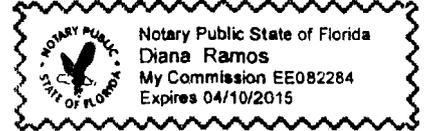
Before me, the undersigned authority, personally appeared Michael Morro the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

[Signature]

AFFIANT

SWORN TO AND SUBSCRIBED before me this 24 day of October, 2013

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



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

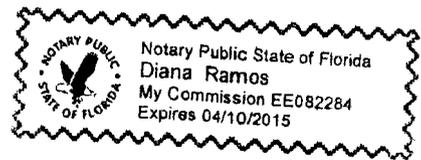
Before me, the undersigned authority, personally appeared Jeffrey Bercoun the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

[Signature]

AFFIANT

SWORN TO AND SUBSCRIBED before me this 24 day of October, 2013

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



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

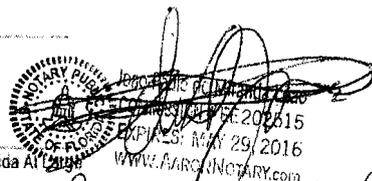
Before me, the undersigned authority, personally appeared Paulo Melo the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

[Signature]

AFFIANT

SWORN TO AND SUBSCRIBED before me this 24th day of October, 2013

[Signature]
Notary Public State of Florida At Large
Jose Paul de Miranda Cas
Printed Name of Notary
My commission expires: May 29th 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

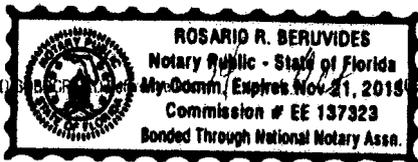
SWORN TO AND SUBSCRIBED before me this _____ day of _____, 200.

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 Juan Espinosa 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

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.

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 24 DAY OF OCTOBER, 2013

APPLICANT

By: [Signature] (Signature)
Name: DAN FORTIN JR (Print)
Title: SURVEYOR (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 24 DAY OF OCTOBER 2013

REPRESENTATIVE (listed on Business Relationship Affidavit)

By [Signature] (Signature)

By _____ (Signature)

Name: DANIEL C FORTIN, JR (Print)

Name: _____ (Print)

Title: VICE PRESIDENT (Print)
FORTIN LEANING SKILLS

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared _____
executed this Affidavit for the purposes stated therein and that it is true and correct.

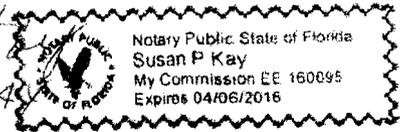
Dan Fortin Jr

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

AFFIANT

SWORN TO AND SUBSCRIBED before me this 24 day of October 2013

Susan P. Kay
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:

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:

ORDINANCE NO. 2014-__

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR A 3.359 ACRE PARCEL OF LAND LOCATED ON NE 207 STREET AT NE 30 AVENUE, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE, FROM MEDIUM HIGH DENSITY RESIDENTIAL TO TOWN CENTER; AND AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF A 4.032 ACRE PARCEL OF LAND LOCATED ON NE 207 STREET AT NE 30 AVENUE, MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" TO THIS ORDINANCE, FROM BUSINESS AND OFFICE TO TOWN CENTER; PROVIDING FOR TRANSMITTAL TO THE AGENCIES AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Division of Community Planning of the Florida Department of Economic Opportunity found in compliance the City of Aventura Comprehensive Plan (the "Plan") in March 2007; and

WHEREAS, the Future Land Use Map of the Plan designated the 3.359 acre parcel of land described in Exhibit "A" as Medium High Density Residential; and

WHEREAS, the Future Land Use Map of the Plan designated the 4.032 acre parcel of land described in Exhibit "B" as Business and Office; and

WHEREAS, the owner, through Application No. 01-CPA-14, has made application to the City to change the land use designation of the 3.359 acre parcel of land from Medium High Density Residential to Town Center and to change the land use designation of the 4.032 acre parcel of land from Business and Office to Town Center; and

WHEREAS, the Plan amendments will not result in impacts on any infrastructure system that will exceed established level of service standards and is otherwise consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the City Commission believes that it is in the best interest of the public to amend the Future Land Use Map designations on the subject property from the Business and Office and Medium High Density Residential designations to the Town Center designation; and

WHEREAS, the proposed amendments to the Future Land Use Map designation were reviewed by the City Commission, sitting as the Local Planning Agency designated under Section 163.3174, Florida Statutes, following an advertised public hearing; and

WHEREAS, the City Commission finds that the amendments will maintain the unique aesthetic character of the City.

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

Section 1. The foregoing whereas clauses are hereby ratified and incorporated into this Ordinance.

Section 2. Purpose. This Ordinance is intended to preserve the unique aesthetic character of the City and ensure that adjacent land uses are compatible and to protect property values, create a better business climate, enhance the physical appearance of the community and preserve the natural beauty of the City.

Section 3. Amendment of Future Land Use Map Designation. The future land use map designation of the parcel of land situate on NE 207 Street at NE 30 Avenue more particularly described in Exhibit "A" to this ordinance, totaling 3.359 acres is hereby changed from Medium High Density Residential to Town Center.

Section 4. Amendment of Future Land Use Map Designation. The future land use map designation of the parcel of land situate on NE 207 Street at NE 30 Avenue more particularly described in Exhibit "B" to this ordinance, totaling 4.032 acres is hereby changed from Business and Office to Town Center.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion in the Comprehensive Plan. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Comprehensive Plan of the City of Aventura and that the Future Land Use Map of the Comprehensive Plan shall be revised so as to accomplish such intentions.

Section 7. Transmittal. The City Clerk is directed to transmit the amendment to the Division of Community Planning of the Florida Department of Economic Opportunity as provided under Chapter 163, Part II of the Florida Statutes.

Section 8. Effective Date. This Ordinance shall be effective pursuant to Chapter 163 of the Florida Statutes.

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

Commissioner Enbar Cohen	___
Commissioner Teri Holzberg	___
Commissioner Billy Joel	___
Commissioner Michael Stern	___
Commissioner Howard Weinberg	___
Commissioner Luz Urbáez Weinberg	___
Mayor Susan Gottlieb	___

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

Commissioner Enbar Cohen	___
Commissioner Teri Holzberg	___
Commissioner Billy Joel	___
Commissioner Michael Stern	___
Commissioner Howard Weinberg	___
Commissioner Luz Urbáez Weinberg	___
Mayor Susan Gottlieb	___

PASSED on first reading this 5th day of November, 2013.

PASSED AND ADOPTED on second reading this 7th day of January, 2014.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

LEGAL DESCRIPTION:

All of Lots 7 through 13, 38 through 42 and a portion of Lots 14, 33 through 37, all of Block 18, HALLANDALE PARK No. 8, including the ten (10) foot alleys adjacent to said lots, lying within said Block 18, as recorded in Plat Book 20 at Page 49. All of Tract 1, LAURANNA, as recorded in Plat Book 76 at Page 31. All of Lots 1, 2, 6 through 13, 38 through 42 and a portion of Lots 14 and 37, all of Block 17, HALLANDALE PARK No. 8, including the ten (10) foot alleys adjacent to said lots in Block 17, as recorded in Plat Book 20 at Page 49. Tract 1, Block 17, REPLAT OF A PORTION OF HALLANDALE PARK No. 8, as recorded in Plat Book 40 at Page 97. That portion of the North One-half of N.E. 205th street abandoned by Resolution No. 2000-11 recorded in O.R.B. 19247 at Page 4677. That portion of N.E. 206th Street bounded on the North by Block 18 and bounded on the South by Block 17 and bounded on the East by the West right-of-way line of N.E. 30th Avenue (East Dixie Highway) all being as shown on HALLANDALE PARK No. 8, as recorded in Plat Book 20 at Page 49. A portion of land bounded by on the North by a line 81.00 feet South of and parallel or concentric with the North line of Waterways Boulevard as shown on AVENTURA CORPORATE CENTER, as recorded in Plat Book 158, Page 47, and bounded on the South by the North line of Block 18, HALLANDALE PARK NO. 8, as recorded in Plat Book 20 at Page 49, all the above plats being of the Public Records of Miami-Dade County, Florida, lying and being in the City of Aventura and being more particularly described as follows:

Commence at the intersection of the centerline of N.E. 205th Street and the centerline of N.E. 30th Avenue, both as shown on said PLAT OF HALLANDALE PARK NO. 8; thence North 89°53'41" West along said centerline of N.E. 205 Street for 35.01 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue North 89°53'41" West along said centerline for 261.97 feet; thence North 00°00'00" East for 422.33 feet; thence North 90°00'00" West for 119.97 feet; thence North 00°00'00" East for 135.92 feet; thence South 76°00'36" East along a line 81.00 feet South of and parallel with North right-of-way line of Waterways Boulevard for 86.13 feet to a point of curvature; thence Southeasterly along a 1519.00 foot radius curve leading to the left through a central angle of 7°37'02" for an arc distance of 201.94 feet; thence South 00°52'30" East along a line 10.00 feet East of a 10.00 foot alley adjacent to said Lot 42, Block 18 of HALLANDALE PARK NO. 8 for 8.92 feet to the Northwest corner of said Tract 1 of LAURANNA; thence South 89°50'24" East along the North line of said Tract 1 for 70.42 feet to a point of curvature; thence Southeasterly along a 25.00 foot radius curve leading to the right through a central angle of 88°57'54" for an arc of 38.82 feet to a point of tangency; thence South 00°52'30" East along the East line of said Tract 1 for 122.65 feet to the Southeast corner thereof; thence South 89°51'49" East along the North line of said Lot 7, Block 18 HALLANDALE PARK NO. 8 for 5.00 feet to the Northeast corner thereof; thence South 00°52'30" East along the East line of said Lots 7 and 8, Block 18 and the Southerly extension thereof for 164.42 feet to the Southeast corner of said Lot 2, Block 17 of HALLANDALE PARK NO. 8; thence North 89°52'27" West along the South line of said Lot 2, Block 17 for 5.00 feet to the Northeast corner of said Tract 1 of REPLAT OF A PORTION OF HALLANDALE PARK NO. 8; thence South 00°52'30" East along the East line of said Tract 1 for 75.01 feet to the Southeast corner thereof; Thence South 89°53'04" East along the North line of said Lot 6, Block 17 for 5.00 feet to the northeast corner of said Lot 6; thence South 00°52'30" East along the East line of said Lots 6, 7 & 8, Block 17 for 56.77 feet to a point of curvature; thence Southwesterly along a 25.00 foot radius curve leading to the right through a central angle of 36°52'05" for an arc of 16.09 feet; thence South 00°52'30" East along a line 35.00 feet West of and parallel to the center line of said NE 30th Avenue for 35.35 feet to the Point of Beginning.

Exhibit "A"

LEGAL DESCRIPTION

All of Lots 15 through 32 and a portion of Lots 14 and 33, all in Block 18, HALLANDALE PARK NO. 8, including the ten (10) foot alleys adjacent to said lots, lying within said Block 18, as recorded in Plat Book 20 at Page 49. All of Lots 15 through 36 and a portion of Lots 14 and 37, all in Block 17, HALLANDALE PARK NO. 8, including the ten (10) foot alleys adjacent to said lots in Block 17, as recorded in Plat Book 20 at Page 49. That portion of the North One-half of N.E. 205th Street abandoned by Resolution No. 2000-11 recorded in O.R.B. 19247 at Page 4677. That portion of N.E. 206th Street bounded on the North by Block 18 and bounded on the South by Block 17 all being as shown on HALLANDALE PARK NO. 8, AS RECORDED IN Plat Book 20 at Page 49. A portion of land bounded by on the North by a line 81.00 feet South of and parallel or concentric with the North line of Waterways Boulevard as shown on AVENTURA CORPORATE CENTER, as recorded in Plat Book 158, Page 47, and bounded on the South by the North line of Block 18, HALLANDALE PARK NO. 8, as recorded in Plat Book 20 at Page 49, all the above plats being more particularly described as follows:

Commence at the intersection of the centerline of N.E. 205th Street and the centerline of N.E. 30th Avenue, both as shown on said PLAT OF HALLANDALE PARK NO. 8; thence North 89°53'41" West along said centerline of N.E. 205th Street for 296.98 feet to the Point of Beginning of the hereinafter described parcel of land; thence North 00°00'00" East for 422.33 feet; thence North 90°00'00" West for 119.97 feet; thence North 00°00'00" East for 135.92 feet; thence North 76°00'36" West along a line 81.00 feet South of and parallel with North right-of-way line of Waterways Boulevard for 204.27 feet to a point of curvature; thence Southwesterly along a 25.00 foot radius curve, leading to the left, through a central angle of 104°55'50" for an arc distance of 45.78 feet to a point of tangency; thence South 00°56'26" East along the West line of said Blocks 17 and 18 and the Northerly extension thereof for 533.59 feet to a point of curvature; thence Southeasterly along a 25.00 foot radius curve, leading to the left, through a central angle of 88°57'15" for an arc distance of 38.81 feet to a point of tangency; thence South 89°53'41" East along the South line of said Block 17 for 299.35 feet; thence South 00°56'20" East for 25.00 feet; thence South 89°53'41" East for 18.67 feet to the Point of Beginning.

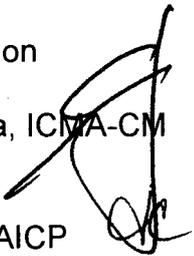
Exhibit "B"

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director

DATE: October 28, 2013

SUBJECT: Amendment of the Official Zoning Map of the City of Aventura by amending the zoning designation for a parcel of land on NE 207 Street at NE 30 Avenue totaling 7.391 acres from B2, Community Business District, to TC3, Town Center Neighborhood District (01-REZ-14)

November 5, 2013 Local Planning Agency Agenda Item _____

November 5, 2013 City Commission Meeting Agenda Item 8C

January 7, 2014 City Commission Meeting Agenda Item _____

RECOMMENDATION

It is recommended that the City Commission approve an amendment of the Official Zoning Map of the City of Aventura by amending the zoning designation for a parcel of land on NE 207 Street at NE 30 Avenue totaling 7.391 acres from B2, Community Business District to TC3, Town Center Neighborhood upon recordation of the applicant's proffered covenant to fulfill the conditions of Resolution No. 2006-61.

THE REQUEST

The applicant is requesting an amendment to the Official Zoning Map to change the zoning designation of a parcel of land on NE 207 Street at the corner of NE 30 Avenue totaling 7.391 acres from B2 (Community Business District) to TC3 (Town Center Neighborhood District). (See Exhibit #1 for Letter of Intent)

The current landholding of the applicant is 5.932 acres. The total development site

area will be 7.391 acres once the applicant fulfills the conditions of Resolution No. 2006-61 which abandons 1.459 acres of unopened right of way of NE 206 Street, part of the unopened right of way of NE 207 Street and two 10 foot unopened alleyways on the plats. A copy of Resolution No. 2006-61 is attached as Exhibit #2 to this report.

The TC3 zoning district is intended to provide suitable sites for the development of structures and sites with a minimum size of 5 acres, combining residential and commercial uses in a well-planned and compatible manner in existing neighborhoods on property that provides lot frontage on at least three public streets and does not front upon or access Biscayne Boulevard. Development in this district is required to provide for indoor and/or outdoor commercial recreation uses, a minimum of 20,000 square feet of assisted living facility use and hotels as part of its commercial uses. Residential densities cannot exceed 20 dwelling units per acre and non-residential densities cannot exceed 2.0 floor area ratio.

The subject property meets the lot size and road frontage criteria of the TC3 zoning district. Future development will be required to comply with the site development criteria of the zoning district.

BACKGROUND

OWNER OF PROPERTY	Aventura Land Ventures, LLC
NAME OF APPLICANT	Aventura Land Ventures, LLC
LOCATION OF PROPERTY	NE 207 Street at NE 30 Avenue See Exhibit #3 for Location Map
SIZE OF PROPERTY	Approximately 7.391 acres subject of rezoning request (total landholding is 7.391 acres including 1.459 acres of unopened rights of way abandoned by Resolution No. 2006-61)

DESCRIPTION /BACKGROUND

The site is vacant land owned by the applicant and is comprised of seventy-seven platted lots in Blocks 17 and 18 of the Hallandale Park No. 8 plat, Tract 1 on the plat of Lauranna and Tract 1 on a replat of Hallandale Park No. 8. The landholding referred to in this report also includes the unopened platted right of way of NE 206 Street, part of the unopened platted right of way of NE 207 Street and two 10 foot unopened platted alleyways.

On adoption of the City's Comprehensive Plan in 1998 and the Land Development Regulations in 1999, this property was designated as Business and Office on the Future Land Use Map and was zoned Community Business (B2) District on the Zoning Map.

In 2006, the previous owner of the land applied to the City Commission for an amendment to the future land use map and for amendment to the Official Zoning Map to change the easterly portion of the site comprising 3.359 acres from Business and Office to Medium High Density Residential and from B2, Community Business District to RMF3A, Multifamily Medium Density Residential District. The future land use map amendment was approved by the City Commission through Ordinance No. 2006-14. The zoning amendment was approved by the City Commission through Ordinance No. 2006-15. This zoning amendment was approved on the condition that the owner record a covenant restricting the residential density to no more than 31 dwelling units per acre.

The 2006 development did not proceed. The covenant required by Ordinance No. 2006-15 was not recorded. Therefore, the RMF3A zoning did not become effective and the entire parcel remains as B2, Community Business District.

The current owner wishes to develop a mixed-use project under the TC3, Town Center Neighborhood district regulations. In order to do so, the owner has requested a concurrent amendment to the future land use map to designate the parcel as Town Center to facilitate this request for rezoning to Town Center Neighborhood (TC3) District.

Although no formal site plan has been submitted for review by the City, the applicant has presented its preliminary development proposal to the City Commission at the workshop meeting of May 16, 2013. The site plan application ultimately submitted must comply with the TC3 district zoning development criteria which includes provision of residential, non-residential, assisted living use, hotel and indoor or outdoor recreational uses in the Town Center.

ANALYSIS

Future Land Use Designation

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

Zoning

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

Properties to the West: B2, Community Business District

Existing Land Use

Subject property: vacant
Properties to the North: office
Properties to the South: religious facility and school
Properties to the East: residential
Properties to the West: retail plaza

Access – The parcel is bounded by NE 207 Street to the north, NE 30 Avenue to the east and NE 29 Avenue to the west.

Conformity to City Comprehensive Plan – The proposed zoning amendment will conform to the City Comprehensive Plan upon approval of the concurrent application to amend the future land use map designation on this parcel from Business and Office and Medium High Density Residential to Town Center.

The standards for reviewing proposed amendments to the Official Zoning Map, found in Section 31-77 of the Land Development Regulations, are:

1. *Whether or not the proposed amendment is consistent with goals, objectives and policies of the City’s Comprehensive Plan.*

The proposed amendment will be consistent with goals, objectives and policies of the City’s Comprehensive Plan provided the City Commission approves an amendment to the land use designation for this parcel from Business and Office and Medium High Density Residential to Town Center.

2. *Whether or not the proposed zoning district is compatible with the surrounding area’s zoning designation(s) and existing uses.*

The proposed zoning district is compatible with the surrounding area’s zoning designation(s) and existing uses, which are residential to the east and non-residential to the north, south and west.

3. *Whether or not the subject property is physically suitable for the uses permitted in the proposed district.*

The subject property is physically suitable for the uses permitted in the proposed district. The location and size of the property meets the criteria for development of a TC3 zoning district development.

4. *Whether or not there are sites available in other areas currently zoned for such use.*

There are no other sites available in other areas currently zoned for such use. The TC3 zoning district was adopted by the City Commission on October 1, 2013.

5. *If applicable, whether or not the proposed change will contribute to redevelopment of an area in accordance with an approved redevelopment plan.*

This standard is not applicable to this proposed amendment.

6. *Whether or not the proposed change would adversely affect traffic patterns or congestion.*

The traffic generation table provided later in this report shows an expected decrease in a.m. peak trips, an increase in p.m. peak trips and an overall increase in daily trips. Based on review of the applicant's traffic generation report by the City's Traffic Engineering Consultant, this increase in daily trips will not adversely affect traffic patterns or congestion provided that the applicant submits, as part of the site plan review process, a detailed Traffic Study that proposes access, circulation, safety and transit improvements to mitigate the expected increased trips.

7. *Whether or not the proposed change would adversely impact population density such that the demand for water, sewers, streets, recreational areas and facilities, and other public facilities and services would be adversely affected.*

A calculation of the impact on population density is shown in the table below.

<i>Property Location</i>	<i>Lot Size</i>	<i>Increase in Density</i>	<i>Population Factor</i>	<i>Overall Increase in Population</i>
NE 207 Street at NE 30 Avenue	7.391 ac	20 du/ac (density limited by zone)	1.99	294 persons

The proposed change would not adversely affect population density such that the demand for water, sewers, streets, and other public facilities and services would be adversely affected. The applicant will be required to demonstrate, as part of the site plan review process, that levels of service specified in the City's Land Development Regulations are met.

8. *Whether or not the proposed change would have an adverse environmental impact on the vicinity.*

The proposed change will not have an adverse environmental impact on the vicinity.

9. *Whether or not the proposed change would adversely affect the health, safety, and welfare of the neighborhood or the City as a whole.*

The proposed change will not adversely affect the health, safety, and welfare of the neighborhood or the City as a whole.

Traffic Generation – The applicant’s traffic engineer has prepared traffic generation information relative to the previously approved development and the proposed amendment. The letter dated October 28, 2013 prepared by David Plummer & Associates is attached as Exhibit #4.

Applications Area (7.391 acres)	Land Use Category	Daily Trips	AM Peak HourTrips	PM Peak Hour Trips
Previously Approved Development	Business & Office and Medium High Density Residential	5,878	528	536
Proposed Development	Town Center	7,336	465	625

As can be seen from the table above, the proposed town center land use designation generates decreased a.m. peak hour trips, increased pm peak hour trips and increased daily trips. The applicant will be required, through the site plan review process, to provide a detailed Traffic Study and to propose access, circulation, safety and transit improvements to accommodate the increased trips.

School Impacts - The application has been provided for comment to the Miami Dade County Public Schools in accordance with the Interlocal Agreement entered into between the City and the Schools in February of 2003. Also in accordance with the Interlocal Agreement, the Public Schools has been invited as a non-voting member of the Local Planning Agency for this application.

The School’s Preliminary Concurrency Analysis dated October 18, 2013 is attached as Exhibit #5. This analysis notes that, at this time, all three public school levels, that is, elementary, middle and senior high public school, have sufficient capacity available for this proposal. Final determination of public school concurrency will be made by the School Board at the time of final site plan approval.



BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: 305-377-6238
E-MAIL: mmarrero@brzoninglaw.com

VIA FACSIMILE AND E-MAIL

October 9, 2013

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

Re: Amendment to Official Zoning Map re Waterways Town Square

Dear Joanne:

This law firm represents Aventura Land Ventures, LLC (the "Applicant"), with regard to an application to amend the City of Aventura Zoning Map and Future Land Use Map for the assemblage of properties at the SW corner of NE 207 Street and 30th Avenue (the "Property") to be designated as Town Center in the Future Land Use Map and TC3 in the Zoning Map.

The Applicant recently acquired the Property, which was the subject of prior approvals for City Place at Aventura. The prior project included a mix of residential and commercial uses and remains zoned B2 and RMF3A. The Applicants seeks to develop a true mixed use project, with a focus on some uses that have been identified as desirable uses by the Aventura community. These include a high quality Assisted Living Facility and a commercial recreation, as well as a hotel, retail, office and some residential units. On October 1, 2013, the City Commission adopted an amendment to its Land Development Regulations to create the TC3 zoning district, which the Applicant seeks to rezone to.

Section 33-77(f) of the City Code provides standards that staff and the City Commission shall consider when reviewing proposed amendments to City's Official Zoning Map. The Applicant's request addresses each of the standards as follows:

Exhibit #1
01-REZ-14

- (1) **The proposed amendment is consistent with goals, objectives and policies of the City's Comprehensive Plan.**

Presently, the Property is designated as Business and Office and Medium-High Density Residential on the Future Land Use Map. Concurrent with the rezoning request, the Applicant also seeks a redesignation to Town Center in the Future Land Use Map. With that requested designation, the proposed amendment would be consistent with the City's Comprehensive Plan.

- (2) **The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.**

The Property is generally surrounded by commercial uses to the south, north and west and with residential uses to the east. Therefore, a mixed use development would be compatible in the center of all of these uses.

- (3) **The subject property is physically suitable for the uses permitted in the proposed district.**

The location and size of the Property make it especially suitable for a mixed use development, such as is contemplated with the TC3 zoning district.

- (4) **There are sites available in other areas currently zoned for such use.**

The City does not really contain a current size with the available amount of aggregated parcels which would make a true mixed use development such as this feasible. More importantly, there are no areas in the City currently zoned for this use because the zoning district was just adopted on October 1, 2013.

- (5) **If applicable, the proposed change will contribute to redevelopment of an area in accordance with an approved redevelopment plan.**

Not applicable.

- (6) **The proposed change would adversely affect traffic patterns or congestion.**

Upon site plan approval, the Applicant will submit a traffic study, if required, to address any traffic impacts and would mitigate impacts as necessary.

- (7) **The proposed change would adversely impact population density such that the demand for water, sewers, streets, recreational areas and facilities, and other public facilities and services would be adversely affected.**

The Applicant does not anticipate any adverse impacts to the City's infrastructure as a result of its development of the Property. Nevertheless, these issues can be further reviewed upon site plan submittal.

- (8) **Whether the proposed change would have an adverse environmental impact on the vicinity.**

The Applicant does not anticipate any adverse environmental impact with the development of the Property. Further, the Applicant intends to incorporate some environmentally friendly elements to the project.

- (9) **Whether the proposed change would adversely affect the health, safety, and welfare of the neighborhood or the City as a whole.**

The development of this long-vacant parcel is only expected to enhance safety and welfare within the surrounding area.

For all the foregoing reasons, the applicant respectfully requests your department's favorable review and recommendation of this 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,



Michael J. Marrero

RESOLUTION NO. 2006-61

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ABANDONING THAT PORTION OF NE 206 STREET BETWEEN BLOCKS 17 AND 18 ON THE PLAT OF HALLANDALE PARK NO. 8, THE 10 FOOT WIDE ALLEYWAYS IN BLOCK 18 AND A PORTION OF THE 10 FOOT WIDE ALLEY ADJACENT TO LOTS 1 & 42 IN BLOCK 17 ON THE PLAT OF HALLANDALE PARK NO. 8 AND THAT PORTION OF NE 207 STREET LYING NORTH OF BLOCK 18 ON THE PLAT OF HALLANDALE PARK NO. 8 AND LYING 81 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF WATERWAYS BOULEVARD ON THE PLAT OF AVENTURA CORPORATE CENTER; PROVIDING FOR RECORDATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Applicant, Aventura Land Trust LLC and Aventura Land Trust 2 LLC, through Application No. 01-AR-06, has requested abandonment of that portion of NE 206 Street lying between Block 17 and 18 on the plat of Hallandale Park No. 8, the ten foot wide alley in Block 18 and adjacent to Lots 1 & 42 in Block 17 on the plat of Hallandale Park No. 8 and a portion of NE 207 Street lying north of Block 18 on the plat of Hallandale Park No. 8 and 81 feet south of and parallel with the north line of Waterways Boulevard on the plat of Aventura Corporate Center, containing a total of approximately 1.466 acres; and

WHEREAS the Applicant has proffered to the City the sum of \$750,000.00 as an impact offset to compensate the City for loss of potential landscape corridor resulting from the abandonment of such rights of way and alleyways and the City Commission has accepted such proffer; and

WHEREAS, following proper notice, the City Commission has held a public hearing as provided by law;

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

Section 1. Application No. 01-AR-06 for abandonment of that portion of NE 206 Street lying between Block 17 and 18 on the plat of Hallandale Park No. 8, the ten foot wide alley in Block 18 and adjacent to Lots 1 & 42 in Block 17 on the plat of Hallandale Park No. 8 and a portion of NE 207 Street lying north of Block 18 on the plat of Hallandale Park No. 8 and 81 feet south of and parallel with the north line of Waterways Boulevard on the plat of Aventura Corporate Center, containing a total of approximately 1.466 acres legally described in Exhibits "A", "B", "C" and "D" respectively to this Resolution, is hereby granted as in the public interest, subject to the following conditions precedent:

1. That the applicant record a Unity of Title or Declaration of Restrictions in lieu of Unity of Title in form satisfactory to the City Attorney to join the abandoned rights of way and alleys with the abutting land owned by the applicant, or, in the alternative, apply for and obtain a replat which combines the property and the abandoned rights of way and alleys as one parcel.
2. That the applicant record a covenant, in form satisfactory to the City Attorney, that the abandoned portion of right of way of NE 207 Street and the abandoned portion of right of way lying south of Waterways Boulevard be preserved as landscaped open space and maintained as such for perpetuity by the owner and that the only structures permitted on this portion of abandoned right of way be

public amenities such as paved walkways, benches, fountains, lighting fixtures and trash receptacles.

3. That the applicant dedicate an easement to the agencies having jurisdiction over the existing water and sewer lines in the abandoned portion of NE 207 Street.

4. That the applicant provide to the City the proffered funds as described in the recitals of this Resolution.

Section 2. The City Manager is authorized to indicate such approvals and conditions upon the records of the City.

Section 3. This Resolution shall be recorded in the Public Records of Miami-Dade County, Florida, with the petitioner to pay the costs thereof.

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

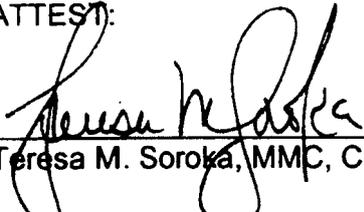
The foregoing Resolution was offered by Commissioner Joel, who moved its adoption. The motion was seconded by Vice Mayor Holzberg, and upon being put to a vote, the vote was as follows:

Commissioner Zev Auerbach	yes
Commissioner Billy Joel	yes
Commissioner Bob Diamond	yes
Commissioner Michael Stern	yes
Commissioner Harry Holzberg	yes
Commissioner Luz Urbaz Weinberg	yes
Mayor Susan Gottlieb	yes

PASSED AND ADOPTED this 3rd day of October, 2006.


Susan M. 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 4th day of October, 2006.

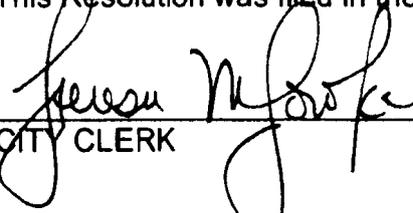

CITY CLERK

Exhibit A

LEGAL DESCRIPTION:

That portion of N.E. 206TH Street (Sunset Boulevard) being adjacent to Block 17 and Block 18 Hollandale Park No. 8 plat book 20, page 49 Public Records of Miami-Dade County, Florida, lying and being in Section 34, Township 51 South, Range 42 East City of Aventura, Miami-Dade County Florida and being more particularly described as follows:

Commence at the Southwest corner of Lot 26 of said Block 17; thence N00°56'26"W along the west line of said Block 17, also being the east right-of-way line of N.E. 29th Avenue (Harvard Avenue as shown on said plat book 20, page 49) for 76.88 feet to the POINT OF BEGINNING of the tract land hereinafter to be described; thence continue N00°56'26"W along said east right-of-way line of N.E. 29th Avenue (Harvard Avenue) for 100.02 feet to a point of cusp; the following three (3) courses being along the southerly line of said block 18, (1) thence southeasterly along a 25.00 foot radius curve leading to the left through a central angle of 88°55'37" for an arc of 38.80 feet to a point of tangency; (2) thence S89°52'03"E for 559.89 feet to a point of curvature; (3) thence northeasterly along a 25.00 foot radius curve leading to the left through a central angle of 91°00'27" for an arc of 39.71 feet to a point of cusp; thence S00°52'30"E along the southerly projection of the east line of said block 18, said line also being the west right-of-way of N.E. 30th Avenue (Dixie Highway as shown on said plat book 20, page 49) for 100.02 feet to a point of cusp; the following three (3) course leading along the northerly line of said block 18, (1) thence northwesterly along a 25.00 foot radius curve leading to the left through a central angle of 88°59'33" for an arc of 38.83 feet to a point of tangency; (2) thence N89°52'03"W for 559.77 feet to a point of curvature; (3) thence southwesterly along a 25.00 foot radius curve leading to the left through a central angle of 91°04'23" for an arc of 39.74 feet to the POINT OF BEGINNING.

SURVEYOR'S NOTES:

- This site lies in Section 34, Township 51 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S89°52'03"E for the north line of said Block 17.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 31,029 square feet, or 0.712 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, Sketch #297D-153-1.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on February 24, 2004, and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____

Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

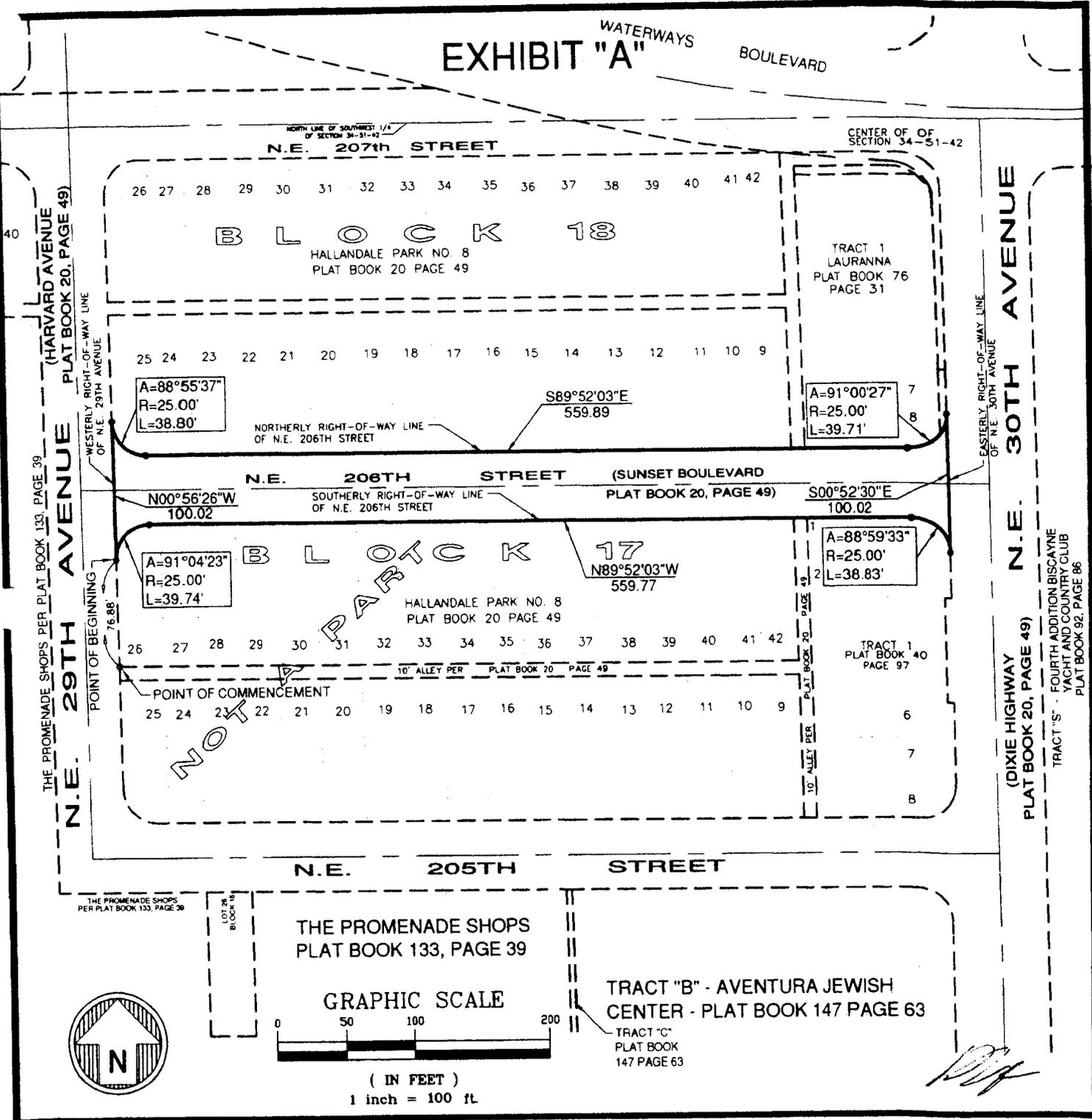
Drawn By	DWF
Cad. No.	000600
Ref. Dwg.	297D-153-1
Plotted:	2/24/04

DESCRIPTION, NOTES, & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS AND MAPPERS
180 Northeast 168th Street / North Miami Beach, Florida. 33162
Ph. 305-653-4493 / Fax 305-651-7152

Date	2/24/04
Scale	NOT TO SCALE
Job. No.	040342
Dwg. No.	1000A-035-C
Sheet	1 of 2

EXHIBIT "A"



Drawn By DWF

Cad. No. 000600

Ref. Dwg. 297D-153-1

Plotted: 2/24/04

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS AND MAPPERS
180 Northeast 168th Street / North Miami Beach, Florida. 33162
Ph. 305-853-4493 / Fax 305-651-7152

Date 2/24/04

Scale 1"=100'

Job. No. 040342

Dwg. No. 1000A-035-C

Sheet 2 of 2

Exhibit B

LEGAL DESCRIPTION:

10 foot alley within Block 18, HALLANDALE PARK NO. 8, according to the plat thereof, as recorded in Plat Book 20 at Page 49 of the Public Records of Miami-Dade County, Florida, lying and being in the City of Aventura and being more particularly described as follows:

Begin at the Southwest corner of Lot 26 of said Block 18; thence South 89°51'13" East along the South line of Lots 26 through 42 of said Block 18 for 500.02 feet to the Southeast corner of said Lot 42, Block 18; thence North 00°52'30" West along the East line of said Lot 42 for 102.23 feet to the Northwest corner of said Lot 42; thence South 89°50'24" East along the South right-of-way line of N.E. 207th Street as shown on said Plat Book 20 at Page 49 for 10.00 feet; thence South 00°52'30" East along the Westerly line of Lots 7 and 8 of said Block 18 and also along the West line of Tract 1 of LAURANNA according to the plat thereof as recorded in Plat Book 76 at Page 31 of said Public Records of Miami-Dade County, Florida, for 204.46 feet to the Southwest corner of said Lot 8; thence North 89°52'03" West along the North right-of-way line of N.E. 206th Street as shown on said Plat Book 20 at Page 49 for 10.00 feet to the Southeast corner of Lot 9 of said Block 18; thence North 00°52'30" West along the East line of said Lot 9, Block 18 for 102.23 feet to the Northeast corner of said Lot 9; thence North 89°51'13" West along Lots 9 through 25 of said Block 18 for 500.01 feet to the Northwest corner of said Lot 25; thence North 00°56'26" West along the East right-of-way line of N.E. 29th Avenue as shown on said Plat Book 20 at Page 49 for 10.00 feet to the Point of Beginning.

SURVEYOR'S NOTES:

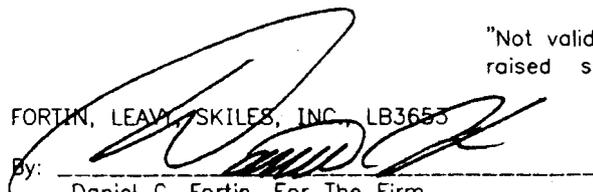
- This site lies in Section 34, Township 51 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S89°52'03"E for the north right-of-way line of N.E. 206th Street.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 7,145 square feet, or 0.164 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch # 297D-153.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on March 29, 2004, and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: 
Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

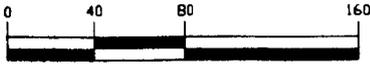
Drawn By	DWF
No.	040621
Ref. Dwg.	297D-153
Plotted:	9/14/06 10:50a

DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

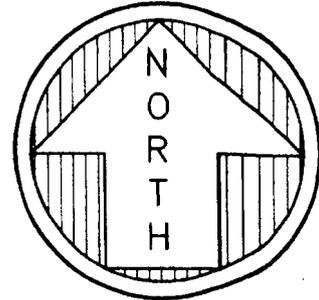
Date	3/29/04
Scale	NONE
Job No.	040621
Dwg. No.	1004-048
Sheet	1 of 3

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

EXHIBIT "A"

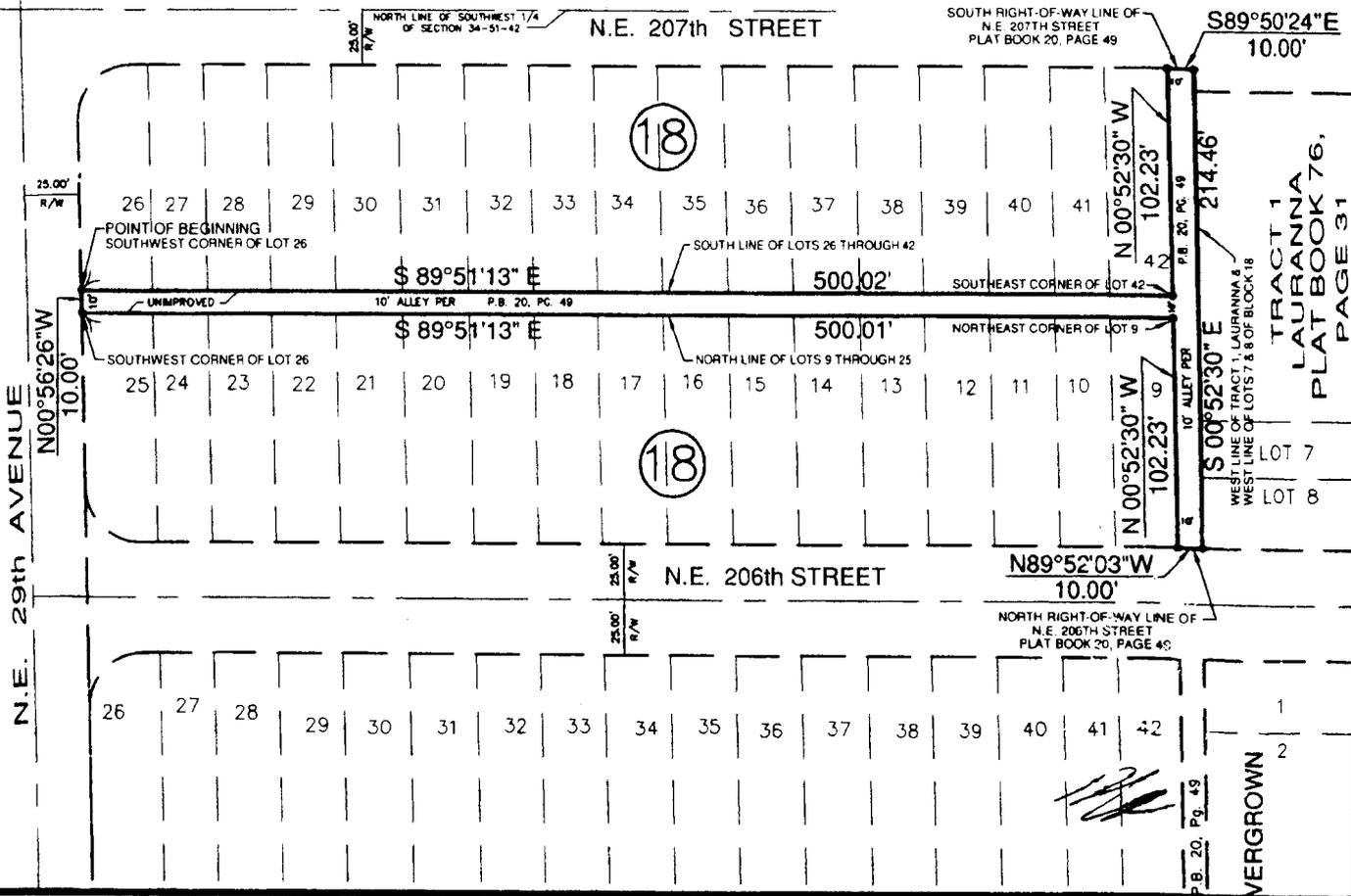


BISCAYNE WATERWAYS FIRST ADDITION
PER PLAT BOOK 126, PAGE 18

WATERWAYS

BOULEVARD

NORTHERLY RIGHT-OF-WAY
LINE OF NE 207 STREET



Drawn By	DWF
Cad. No.	040621
Ref. Dwg.	297D-153
Plotted:	4/1/04

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	3/29/04
Scale	1"=80'
Job. No.	040621
Dwg. No.	1004-048
Sheet	2 of 3

Exhibit C

LEGAL DESCRIPTION:

That portion of a 10 foot alley adjacent to Lot 1 & Lot 42, Block 17 Hallandale Park No. 8 plat book 20, page 49 Public Records of Miami-Dade County, Florida, lying and being in Section 34, Township 51 South, Range 42 East City of Aventura, Miami-Dade County Florida and being more particularly described as follows:

Begin at the northwest corner of said Lot 1; thence S00°52'30"E along the west line of said Lot 1 for 32.21 feet; thence N89°52'15"W along the westerly extension of the southerly line of said Lot 1 for 10.00 feet; thence N00°52'30"W along the easterly line of said Lot 42 for 32.22 feet to the northeast corner of said Lot 42; thence S89°52'03"E along the southerly right-of-way line of N.E. 206th street as shown on said plat of Hallandale Park No. 8 for 10.00 feet to the point of beginning.

SURVEYOR'S NOTES:

- This site lies in Section 34, Township 51 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S89°52'03"E for the north line of Block 17.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 322 square feet, or 0.007 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, Sketch #297D-153-1.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on February 23, 2004, and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____

Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

Drawn By	DWF
Cad. No.	000600
Ref. Dwg.	297D-153-1
Plotted:	2/23/04

DESCRIPTION, NOTES, & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS AND MAPPERS
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Ph. 305-653-4493 / Fax 305-651-7152

Date	2/23/04
Scale	NOT TO SCALE
Job. No.	040319
Dwg. No.	1000A-035-B
Sheet	1 of 2

EXHIBIT "A"

WATERWAYS
BOULEVARD

NORTH LINE OF ADJACENT 1/4
OF SECTION 34-51-42
N.E. 207th STREET

CENTER OF OF
SECTION 34-51-42

26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42

B L O C K 18

HALLANDALE PARK NO. 8
PLAT BOOK 20 PAGE 49

TRACT 1
LAURANNA
PLAT BOOK 76
PAGE 31

25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9

LOT 7
LOT 8

N.E. 206TH STREET

S89°52'03"E
10.00

SOUTHERLY RIGHT-OF-WAY LINE
OF N.E. 206TH STREET

NORTHEAST CORNER OF LOT 42

POINT OF BEGINNING
NORTHWEST CORNER OF LOT 1
PLAT BOOK 20 AT PAGE 49

B L O C K 17

HALLANDALE PARK NO. 8
PLAT BOOK 20 PAGE 49

N00°52'30"W
32.22

S00°52'30"E
32.21

EASTERLY LINE OF LOT 42

N89°52'27"W
10.00

26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42

25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9

10' ALLEY PER PLAT BOOK 20 PAGE 49 WESTERLY EXTENSION OF THE
SOUTHERLY LINE OF SAID LOT 1

TRACT 1
PLAT BOOK 40
PAGE 97

WEST LINE OF LOT 1

6
7
8

N.E. 205TH STREET

THE PROMENADE SHOPS
PER PLAT BOOK 133, PAGE 39

LOT #
BLOCK 16

THE PROMENADE SHOPS
PLAT BOOK 133, PAGE 39

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

TRACT "B" - AVENTURA JEWISH
CENTER - PLAT BOOK 147 PAGE 63

TRACT "C"
PLAT BOOK
147 PAGE 63



Drawn By	DWF
Cad. No.	000600
Ref. Dwg.	297D-153-1
Plotted:	2/23/04

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS AND MAPPERS
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Ph. 305-653-4493 / Fax 305-651-7152

Date	2/23/04
Scale	1"=100'
Job. No.	040319
Dwg. No.	1000A-035-B
Sheet	2 of 2

N.E. 29TH AVENUE

THE PROMENADE SHOPS PER PLAT BOOK 133, PAGE 39

TRACT "S" - FOURTH ADDITION BISCAYNE
YACHT AND COUNTRY CLUB
PLAT BOOK 92, PAGE 85

Exhibit D

LEGAL DESCRIPTION:

A portion of land bounded by on the North by a line 81.00 feet South of and parallel or concentric with the North line of Waterways Boulevard as shown on AVENTURA CORPORATE CENTER, according to the plat thereof, as recorded in Plat Book 158, Page 47, and bounded on the South by the North line of Block 18, HALLANDALE PARK NO. 8, according to the plat thereof, as recorded in Plat Book 20 at Page 49, all being of the Public Records of Miami-Dade County, Florida, lying and being in the City of Aventura and being more particularly described as follows:

Commence at the Southwest corner of Lot 26, of said Block 18; thence N00°56'26"W along the East right of way line of N.E. 29th Avenue as shown on said Plat Book 20 at Page 49, also being the West line of said Block 18 for 76.87 feet to a point of curvature and the most Westerly Northwest corner of said Lot 26, also being the POINT OF BEGINNING of the hereinafter decribed parcel of land; thence Northeasterly along a 25.00 foot radius curve, leading to the right, through a central angle of 91°06'02" for an arc distance of 39.75 to a point of tangency; thence S 89°50'24" E along the North line of said Block 18 and the Easterly extension thereof for 474.99 feet to a point on a circular curve, concave to the Northeast and whose radius point bears N06°44'26"E, the following two courses being along a line 81.00 feet South of and parallel or concentric with said North line of Waterways Boulevard; (1) thence Northwesterly along a 1519.00 foot radius curve leading to the right, through a central angle of 07°14'58" for an arc distance of 192.20 feet to a point of tangency; (2) thence N76°00'36"W for 290.40 feet to a point of curvature, thence Southwesterly along a 25.00 foot radius curve, leading to the left, through a central angle of 104°55'50" for an arc distance 45.78 feet to a point of tangency; thence S00°56'26"E along the Northerly extension of the said East right of way line of N.E. 29th Avenue for 104.19 feet to the POINT OF BEGINNING.

SURVEYOR'S NOTES:

- This site lies in Section 34, Township 51 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S89°50'24"E for the North line of said Block 18.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 25,382 square feet, or 0.583 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch # 297D-153.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on May 26, 2004, and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____

Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

LEGAL DESCRIPTION

Drawn By	ACS
Cad. No.	040621-1
Ref. Dwg.	297D-153
Plotted:	6/8/04 3:58p

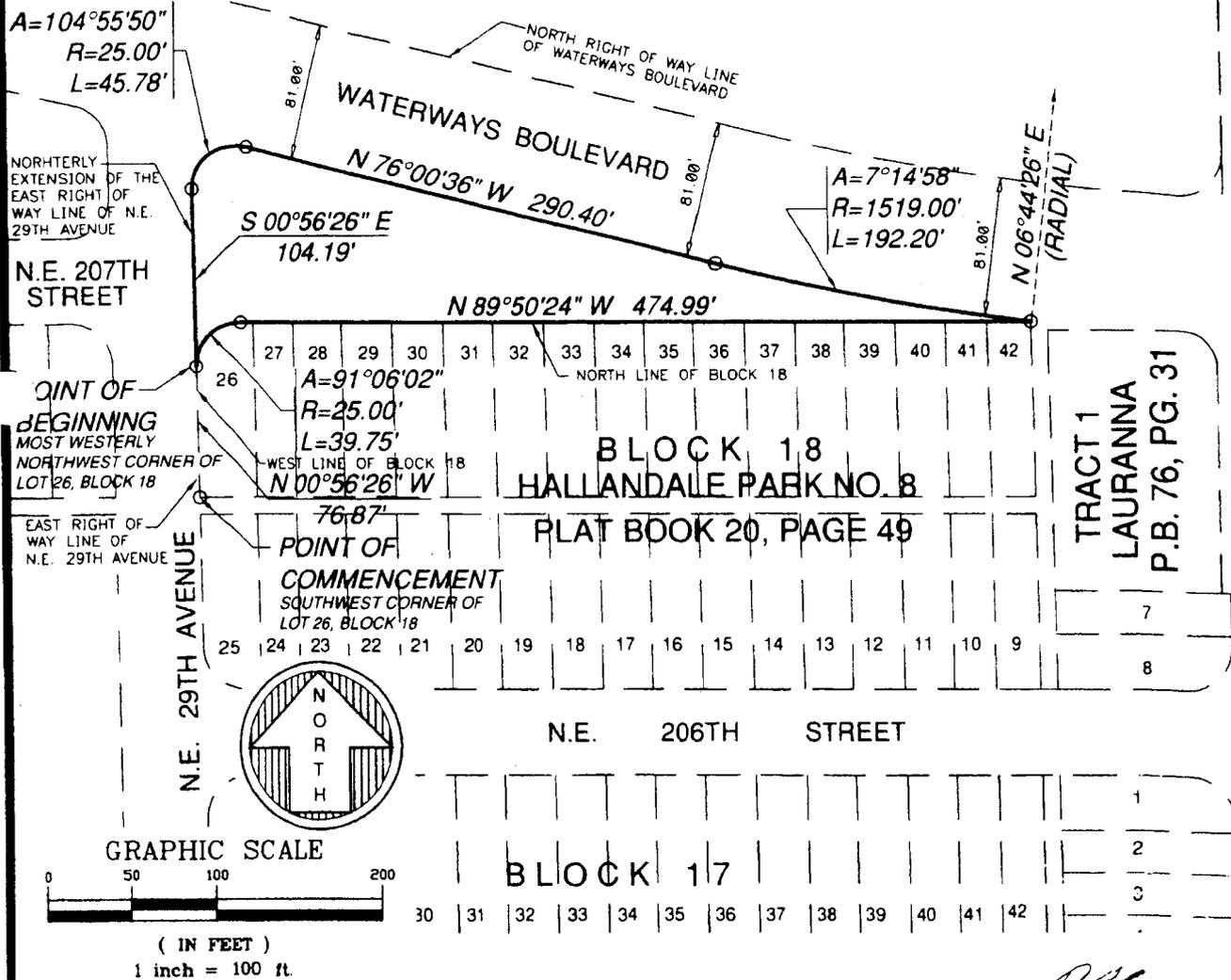
DESCRIPTION, NOTES, & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	5/26/04
Scale	NO SCALE
Job. No.	040621
Dwg. No.	1004-069-1
Sheet	1 of 2

EXHIBIT "A"

AVENTURA CORPORATE CENTER
PLAT BOOK 158, PAGE 47



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Drawn By	ACS
Cad. No.	040621-1
Ref. Dwg	297-153
Plotted:	6/8/04 3:58p

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	5/26/04
Scale	1" = 100'
Job No.	040621
Dwg. No.	1004-069-1
Sheet	2 of 2

BROWARD COUNTY
DADE COUNTY

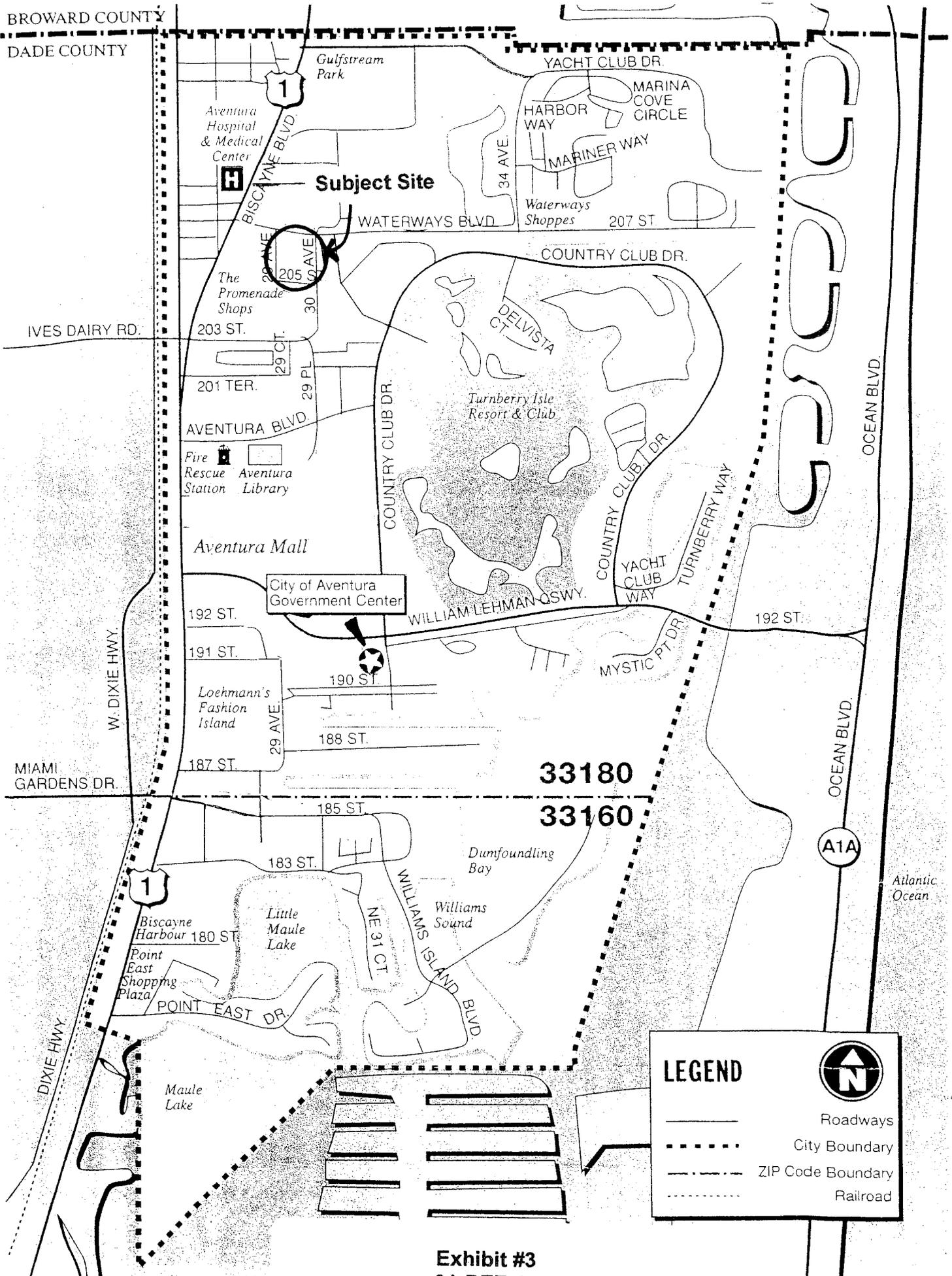


Exhibit #3
01-REZ-14

October 28, 2013

Mr. Victor Ballestas
Integra Solutions
150 NE 2nd Avenue, Suite 701
Miami, FL 33133
Phone: 305-774-0110
Mobile: 305-773-5896
E-mail: vb@integrafl.com

RE: ParkSquare Aventura Traffic Engineering Services - #13114

Dear Mr. Ballestas,

The ParkSquare Aventura project is located on the south side of Waterways Boulevard between NE 29th and NE 30th Avenues in Aventura, Florida. Exhibit 1 shows the approved development program. The purpose of this letter is to conduct a trip generation comparison between the previously approved project for the site and the new development program.

**Exhibit 1
Approved Development Program**

Land Use	Size
Office	142,248 Square Feet
Bank	4,923 SF Square Feet
Specialty Retail	17,393 Square Feet
Hotel	198 Rooms
Coffee Shop	992 Square Feet
Bowling Alley	18 Lanes
Apartment	104 Dwelling Units

Currently, the applicant is seeking to change the development plan. The proposed development program is shown in Exhibit 2.

**Exhibit #4
01-REZ-14**

Exhibit 2
Proposed Development Program

Land Use	Size
Specialty Retail	34,429 Square Feet of Gross Floor Area
Quality Restaurant	21,516 SF GFA of Gross Floor Area
Office	151,601 Square Feet of Gross Floor Area
Hotel	230 Rooms
Apartment	145 Dwelling Units
Assisted Living Facility	199 Beds

A trip generation analysis was conducted to determine the trips generated by the previous development program compared to the proposed project. The trip generation analysis was based on rates and/or equations from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition, and obtained using the TripGen 2013 software. Worksheets are provided in *Attachment A*.

ITE recognizes that data obtained to establish trip generation rates and/or equations is collected at single-use, free-standing sites, and that mixed-use developments provide a potential for interaction of trips within the site, which must be accounted for separately. This will be a mixed-use project and the design will incorporate an internal road system to serve both automobiles and pedestrian and facilitate interaction of trips within the site, resulting in some satisfied on-site (*internal trips*). Internalization between the proposed uses was established based on the guidelines in ITE's *Trip Generation Manual User's Guide and Handbook*. Internalization worksheets are included in *Attachment A*.

Research shows that a percentage of retail trips to and from a site are "pass-by" trips. ITE describes *pass-by* as trips "attracted from traffic passing the site on an adjacent street". *Pass-by* trips are already using the existing roadway network. *Pass-by* trips were established based on the guidelines in the FDOT's *Site Impact Handbook*.

A review of transit availability in the vicinity of the project site indicates that several transit routes serve the area within 1 mile. A 5% deduction for mode split was used to consider other modes of transportation. Adjustments made to the trip generation estimates obtained using ITE trip generation rates



Mr. Victor Ballestas

RE: ParkSquare Aventura Traffic Engineering Services - #13114

Page 3

and/or equations are consistent with the adjustments used in the traffic study performed for the previously approved land uses. Exhibit 3 provides a summary the trip generation summary for the approved and proposed site plans. Trip generation/internalization worksheets are included in *Attachment A*.

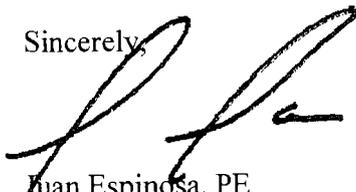
**Exhibit 3
Project Trip Generation Summary**

Scenario	Weekday AM Peak Hour Vehicle Trips	Weekday PM Peak Hour Vehicle Trips
Approved Uses	528	536
Proposed Uses	465	625
Trip Difference	-63	89
% Trips Reduction	-12%	16%

The results of the trip generation analysis show decreases in net new external vehicular traffic for the AM peak hours from the previously approved land use plan. An increase is anticipated on a daily basis and PM peak hour. Based on this, it can be concluded that the proposed uses will have no additional impact to the adjacent roadway network than those in the approved traffic study.

We stand ready to provide any support needed for this project. Should you have any questions or comments, please call me at (305) 447-0900.

Sincerely,



Juan Espinosa, PE
Vice-President – Transportation

Attachments

w:\13\13114\gen oct 28 2013\parksquare aventura trip generation comparison letter_october 28 2013.docx

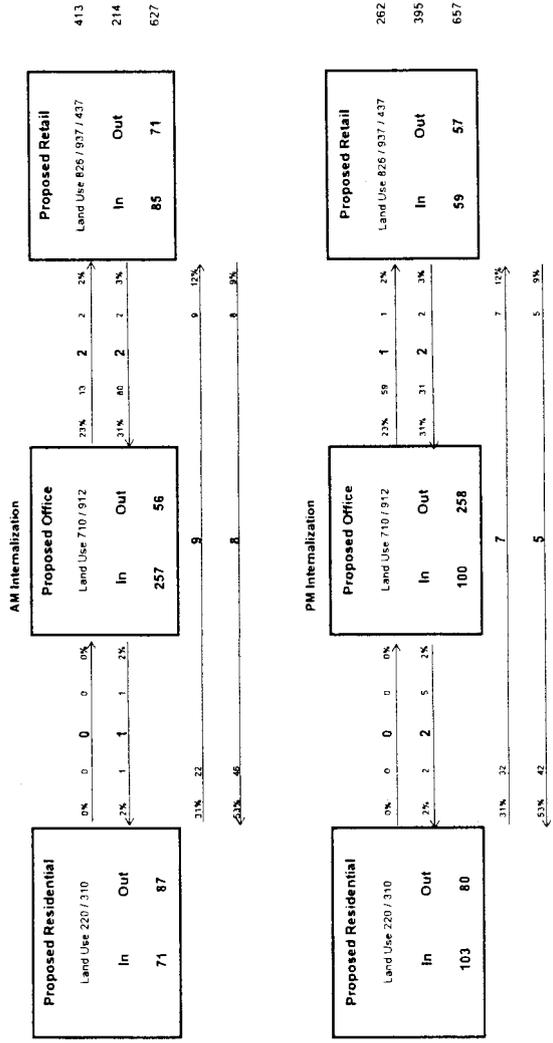


ATTACHMENT A

City Place at Aventura Approved Trip Generation Net New Trips

Approved Land Use	Number of Units	Daily	AM Peak		PM Peak		Total
			In	Out	In	Out	
Office (Land Use 710)	142,248 GSF	1,716	223	31	254	40	198
Bank (Land Use 812)	4,923 SF	729	34	25	59	60	120
Retail (Land Use 826)	17,393 GLSF	771	0	0	0	21	26
Coffee Shop (Land Use 837)	992 SF	812	51	49	100	21	21
Bowling Alley (Land Use 437)	18 Lanes	600	34	22	56	17	10
Hotel (Land Use 310)	198 Rooms	1,618	61	44	105	61	58
Apartment (Land Use 220)	104 DUs	692	10	43	53	42	22
ITE Trip Generation		6,938	413	214	627	262	385
Office (Land Use 710)		-102			-4		-3
Bank (Land Use 812)		-43			-1		-2
Retail (Land Use 826)		-46			0		-6
Coffee Shop (Land Use 837)		-48			-13		-5
Bowling Alley (Land Use 437)		-36			-7		-4
Hotel (Land Use 310)		-96			-11		-9
Apartment (Land Use 220)		-41			-6		-5
External Trips		-412	-21	-21	-42	-17	-34
Pass-by Trips (Bank) ²	47%	322	18	-9	245	376	623
Transit/Pedestrian Trips	5%	326	-20	-10	-30	-12	-31
Net New External Trips		6,878	364	174	528	211	536

¹The Institute of Transportation Engineers (ITE) Trip Generation manual, Ninth Edition
²Trip Generation Handbook, published by ITE in March, 2001.



Summary of Multi-Use Trip Generation
Average Weekday Driveway Volumes (Unadjusted for Internal Trips)

Project: Park Square Aventura - Approved Project
Phase:

Open Date:
Analysis Date:

Description:

ITE:Land Use	24 Hour Two-Way Volume	AM Pk Hour		PM Pk Hour	
		Enter	Exit	Enter	Exit
710: General Office Building 142.248 Th.Sq.Ft. GFA [E]	1716	223	31	40	198
912: Drive-in Bank 4.923 Th.Sq.Ft. GFA [R]	729	34	25	60	60
826: Specialty Retail Center 17.393 Th.Sq.Ft. GFA [R]	771	0	0	21	26
310: Hotel 198 Rooms [R]	1618	61	44	61	58
937: Coffee/Donut Shop with Drive-Thru .992 Th.Sq.Ft. GFA [R]	812	51	49	21	21
437: Bowling Alley 18 Bowling Lanes [R]	600	34	22	17	10
220: Apartments 104 Dwelling Units [R]	692	10	43	42	22
<hr/>					
Total Driveway Volume	6938	413	214	262	395
Total Peak Hour Pass-By Trips		0	0	28	28
Total Peak Hour Vol. Added to Adjacent Streets		413	214	234	367

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation Manual, 9th Edition, 2012

Summary of Multi-Use Trip Generation
Average Weekday Driveway Volumes (Unadjusted for Internal Trips)

Project: Park Square Aventura - Proposed Project
Phase:

Open Date:
Analysis Date:

Description:

ITE:Land Use	24 Hour Two-Way Volume	AM Pk Hour		PM Pk Hour	
		Enter	Exit	Enter	Exit
826: Specialty Retail Center 34.429 Th.Sq.Ft. GFA [R]	1526	0	0	41	52
931: Quality Restaurant 21.516 Th.Sq.Ft. GFA [R]	1935	0	0	108	53
710: General Office Building 151.601 Th.Sq.Ft. GFA [E]	1801	235	32	42	206
310: Hotel 230 Rooms [R]	1879	71	51	71	67
220: Apartments 145 Dwelling Units [R]	964	15	59	58	32
254: Assisted Living 199 Beds [R]	529	18	10	20	24
<hr/>					
Total Driveway Volume	8634	339	152	340	434
Total Peak Hour Pass-By Trips		0	0	48	23
Total Peak Hour Vol. Added to Adjacent Streets		339	152	292	411

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation Manual, 9th Edition, 2012

TRIP GENERATION 2013, TRAFFICWARE, LLC



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Perla Tabares Hantman, Chair
Dr. Martin Karp, Vice Chair
Dr. Dorothy Bendross-Mindingall
Susie V. Castillo
Carlos L. Curbelo
Dr. Lawrence S. Feldman
Dr. Wilbert "Tee" Holloway
Dr. Marta Pérez
Raquel A. Regalado

October 18, 2013

VIA ELECTRONIC MAIL

Mr. Michael J. Marrero, Esquire
Bercow Radell & Fernandez, P.A.
200 South Biscayne Boulevard, Suite 850
Miami, FL 33131
mmarrero@brzoninglaw.com

**RE: PUBLIC SCHOOL CONCURRENCY PRELIMINARY ANALYSIS
WATERWAYS TOWN CENTER – No. 01-CPA-14
LOCATED AT NE 207 STREET AT NE 30 AVENUE, AVENTURA, FLORIDA
PH2813100400889 – FOLIO No.: 2812340064610**

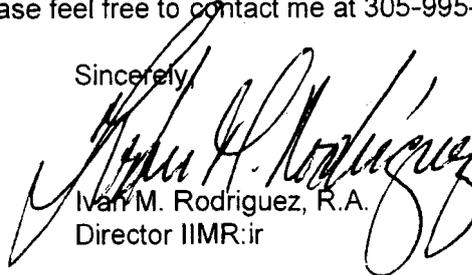
Dear Applicant:

Pursuant to State Statutes and the Interlocal Agreements for Public School Facility Planning in Miami-Dade County, the above-referenced application was reviewed for compliance with Public School Concurrency. Accordingly, enclosed please find the School District's Preliminary Concurrency Analysis (Schools Planning Level Review) for informational purposes only.

As noted in the Preliminary Concurrency Analysis (Schools Planning Level Review), the proposed development would yield a maximum residential density of 147 multi-family units, which generate 26 students; 12 elementary, 7 middle and 7 senior high students. At this time, all three school levels have sufficient capacity available to serve the application. However, a final determination of Public School Concurrency and capacity reservation will only be made at the time of approval of final plat, site plan or functional equivalent. As such, this analysis does not constitute a Public School Concurrency approval.

Should you have any questions, please feel free to contact me at 305-995-4501.

Sincerely,



Ivan M. Rodriguez, R.A.
Director IIMR:ir

L-432
Enclosure

cc: Ms. Ana Rijo-Conde, AICP
Ms. Vivian G. Villaamil
City of Aventura
School Concurrency Master File

**Exhibit #5
01-REZ-14**

Facilities Planning, Design and Sustainability
Ana Rijo-Conde, AICP, Deputy Chief Facilities and Eco-Sustainability Officer
1450 N.E. 2nd Ave. • Suite 525 • Miami, FL 33132
305-995-7285 • 305-995-4760 (FAX) • arijo@dadeschools.net



Concurrency Management System (CMS)

Miami Dade County Public Schools

Miami-Dade County Public Schools

**Concurrency Management System
Preliminary Concurrency Analysis**

MDCPS Application Number: PH2813100400889 Local Government (LG): Aventura
 Date Application Received: 10/4/2013 3:27:27 PM LG Application Number: 01-CPA-14
 Type of Application: Public Hearing Sub Type: Land Use
 Applicant's Name: Waterways Town Center
 Address/Location: NE 207 Street at NE 30 Avenue, Aventura
 Master Folio Number: 2812340064610
 Additional Folio Number(s):

PROPOSED # OF UNITS 147
 SINGLE-FAMILY DETACHED UNITS: 0
 SINGLE-FAMILY ATTACHED UNITS: 0
 MULTIFAMILY UNITS: 147

CONCURRENCY SERVICE AREA SCHOOLS

CSA Id	Facility Name	Net Available Capacity	Seats Required	Seats Taken	LOS Met	Source Type
231	AVENTURA WATERWAYS K-8 CENTER (ELEM COMP)	-64	12	0	NO	Current CSA
231	AVENTURA WATERWAYS K-8 CENTER (ELEM COMP)	0	12	0	NO	Current CSA Five Year Plan
232	AVENTURA WATERWAYS K-8 CENTER (MID COMP)	-11	7	0	NO	Current CSA
232	AVENTURA WATERWAYS K-8 CENTER (MID COMP)	0	7	0	NO	Current CSA Five Year Plan
6241	HIGHLAND OAKS MIDDLE	-5	7	0	NO	Current CSA
6241	HIGHLAND OAKS MIDDLE	0	7	0	NO	Current CSA Five Year Plan
7141	DR MICHAEL M KROP SENIOR	-284	7	0	NO	Current CSA
7141	DR MICHAEL M KROP SENIOR	0	7	0	NO	Current CSA Five Year Plan

ADJACENT SERVICE AREA SCHOOLS

2441	VIRGINIA A BOONE HIGHLAND OAKS ELEMENTARY	35	12	12	YES	Adjacent CSA
6023	ANDOVER MIDDLE	140	7	7	YES	Adjacent CSA
7381	MIAMI NORLAND SENIOR	580	7	7	YES	Adjacent CSA

*An Impact reduction of 19.5% included for charter and magnet schools (Schools of Choice).

MDCPS has conducted a preliminary public school concurrency review of this application; please see results above. A final determination of public school concurrency and capacity reservation will be made at the time of approval of plat, site plan or functional equivalent. **THIS ANALYSIS DOES NOT CONSTITUTE PUBLIC SCHOOL CONCURRENCY APPROVAL.**

1450 NE 2 Avenue, Room 525, Miami, Florida 33132 / 305-995-7634 / 305-995-4760 fax / concurrency@dadeschools.net



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:

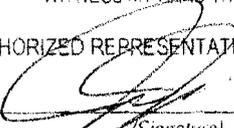
Name	Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
Michael Marrero	Attorney
Jeff Berrow	Attorney
Dan Fortin, Jr.	Surveyor
Juan Espinosa	Traffic Engineer

(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.

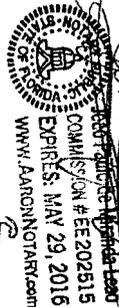
WITNESS MY HAND THIS 24th DAY OF October, 2013

AUTHORIZED REPRESENTATIVE OF APPLICANT:


 (Signature)
Paulo Melo
 (Print)
 Title: Managing Member
 Address: 150 SE 2nd Street, #800
Miami, FL 33131

OWNER

By: 
 (Signature)
 Name: Paulo Melo
 (Print)
 Title: Managing Member
 Address: 150 SE 2nd Street, #800
Miami, FL 33131


 Notary Public State of Florida
 Paulo de Miranda Lead
 COMMISSION # EE202515
 EXPIRES: MAY 29, 2016
 WWW.AAKONNOTARY.COM

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared Paulo Melo 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 24th day of October, 20013 AFFIANT

Notary Public State of Florida At Large
Printed Name of Notary Paulo de Miranda G
My commission expires: May 29th 2016


 Notary Public State of Florida
 Paulo de Miranda Lead
 COMMISSION # EE202515
 EXPIRES: MAY 29, 2016
 WWW.AAKONNOTARY.COM



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 24th DAY OF October, 2013

APPLICANT:
 By: _____ (Signature)
 Name: Paulo Melo (Print)
 Title: Planning Member (Print)

Joao Paulo de Miranda Leao
 COMMISSION #EE 20257
 EXPIRES MAY 23, 2016
 WWW.JPNOTARY.COM

WITNESS MY HAND THIS 24th DAY OF October, 2013

PROPERTY OWNER:
 By: _____ (Signature)
 Name: Paulo Melo (Print)
 Title: Planning Member (Print)

Joao Paulo de Miranda Leao
 COMMISSION #EE 20257
 EXPIRES MAY 23, 2016
 WWW.JPNOTARY.COM

*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 24 DAY OF October 2023

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Michael Marrero (Print)

Title: Attorney (Print)

By: [Signature] (Signature)

Name: Jeff Berrow (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

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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

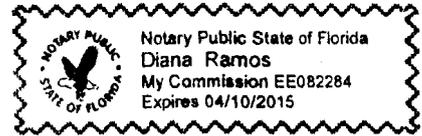
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 24 day of October, 2013

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



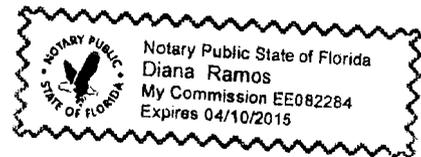
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 24 day of October, 2013

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



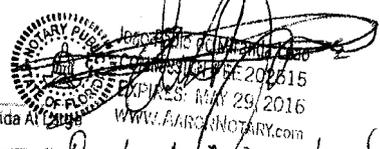
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Paulo Melo 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 24th day of October, 2013

[Signature]
Notary Public State of Florida At Large
Juan Pablo de Miranda Gas
Printed Name of Notary
My commission expires: May 29th 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 _____, 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 24 DAY OF OCTOBER, 2013

APPLICANT

By: [Signature] (Signature)
Name: DAN FORTIN JR (Print)
Title: SURVEYOR (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 Dan Forting Jr
executed this Affidavit for the purposes stated therein and that it is true and correct.

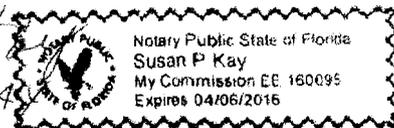
Dan Forting Jr

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

AFFIANT

SWORN TO AND SUBSCRIBED before me this 24 day of October ~~2010~~ 2013

Susan P. Kay
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

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

WITNESS MY HAND THIS 24 DAY OF OCTOBER 2013

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By [Signature] (Signature)

Name: DANIEL C FORTIN, JR (Print)

Title: VICE PRESIDENT (Print)
FORTIN LEANY SKILES

By _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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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.

WITNESS MY HAND THIS 24 DAY OF October 2013

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By [Signature] (Signature)

Name Juan Espinosa (Print)

Title V.P. (Print)

By _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

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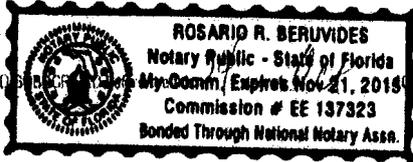
NOTE: 1) Use duplicate sheets if disclosure information for Representative varies

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.

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Juan Espinosa 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

Juan Espinosa
AFFIANT

Rosario R. Beruvides
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:

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:

ORDINANCE NO. 2014- _____

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 7.391 ACRE PARCEL OF LAND LOCATED ON NE 207 STREET AT NE 30 AVENUE AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, FROM B2, COMMUNITY BUSINESS DISTRICT TO TC3, TOWN CENTER NEIGHBORHOOD DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Aventura Land Ventures, LLC, through Application No. 01-REZ-14, has applied to amend the Official Zoning Map of the City of Aventura by amending the zoning designation for a parcel of land (the "Property") on NE 207 Street at NE 30 Avenue, as legally described in Exhibit "A" attached hereto, from B2, Community Business District to TC3, Town Center Neighborhood District; and

WHEREAS Ordinance No. 2006-15, adopted on October 3, 2006, had rezoned the easterly 3.359 acre portion of the parcel from B2, Community Business District to RMF3A, Multifamily Medium Density Residential District, with a condition precedent which was not fulfilled and therefore that rezoning was not effective; and

WHEREAS, due to the non-effectiveness of Ordinance No. 2006-15, the zoning designation of the entire parcel remains B2, Community Business District; and

WHEREAS, part of the 7.391 acre parcel subject to the rezoning request contains unopened public rights of way abandoned by Resolution No. 2006-61; and

WHEREAS, Resolution No. 2006-61 abandoning said unopened public rights of way was adopted with conditions precedent which have not been fulfilled to date; and

WHEREAS, the applicant has proffered to record a covenant acknowledging that it will fulfill the conditions of Resolution No. 2006-61; and

WHEREAS, the City Commission concurrently with this rezoning application has considered small scale Comprehensive Plan amendments to change the future land use designation of the easterly 3.359 acre portion of the Property from Medium High Density Residential to Town Center and to change the future land use designation of the westerly 4.032 acre portion of the Property from Business and Office to Town Center (01-CPA-14); and

WHEREAS, the City Commission has been designated as the local planning agency for the City pursuant to Section 163.3174, Florida Statutes, and as the local planning agency has determined that the rezoning is consistent with the applicable provisions of the City Comprehensive Plan as proposed to be amended; and

WHEREAS, the City Commission has held the required public hearings, duly noticed in accordance with law; and

WHEREAS, the City Commission has reviewed the application for rezoning and has considered the testimony of all interested parties at the public hearings, and has determined that the rezoning action set forth in this Ordinance is consistent with the Comprehensive Plan, as proposed to be amended, and furthers the health, safety and welfare of the City.

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

Section 1. Recitals. The foregoing whereas clauses are hereby ratified and incorporated within this Ordinance.

Section 2. Official Zoning Map Amended. That the Official Zoning Map of the City of Aventura is hereby amended by amending the zoning designation for the 7.391 acre parcel of land located on NE 207 Street at NE 30 Avenue with legal description described in Exhibit "A" to this Ordinance, from B2, Community Business District, to TC3, Town Center Neighborhood District.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Effective Date. This Ordinance shall be effective immediately upon the completion of both of the following: (1) the effective date of the small scale

amendments to the Comprehensive Plan (01-CPA-14) for the property subject to this application; and (2) upon recordation by the applicant of the proffered covenant regarding fulfillment of the conditions of Resolution No. 2006-61.

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

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

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

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

PASSED on first reading this 5th day of November, 2013.

PASSED AND ADOPTED on second reading this 7th day of January, 2014.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk this ____ day of January, 2014.

CITY CLERK

LEGAL DESCRIPTION:

Lots 7 through 42, Block 18, HALLANDALE PARK No. 8, including the ten (10) foot alleys that are South of a line 81.00 feet South of and parallel/concentric with the North right-of-way line of Waterways Boulevard, lying within said Block 18, according to the Plat thereof, as recorded in Plat Book 20 at Page 49 of the Public Records of Miami-Dade County, Florida,

AND

Tract 1, LAURANNA, according to the Plat thereof, as recorded in Plat Book 76 at Page 31 of the Public Records of Miami-Dade County, Florida.

AND

A portion of land bounded by on the North by a line 81.00 feet South of and parallel or concentric with the North line of Waterways Boulevard as shown on AVENTURA CORPORATE CENTER, according to the plat thereof, as recorded in Plat Book 158, Page 47, and bounded on the South by the North line of Block 18, HALLANDALE PARK NO. 8, according to the plat thereof, as recorded in Plat Book 20 at Page 49, all being of the Public Records of Miami-Dade County, Florida, lying and being in the City of Aventura and being more particularly described as follows:

Commence at the Southwest corner of Lot 26, of said Block 18; thence $N00^{\circ}56'26''W$ along the East right of way line of N.E. 29th Avenue as shown on said Plat Book 20 at Page 49, also being the West line of said Block 18 for 76.87 feet to a point of curvature and the most Westerly Northwest corner of said Lot 26, also being the POINT OF BEGINNING of the hereinafter decribed parcel of land; thence Northeasterly along a 25.00 foot radius curve, leading to the right, through a central angle of $91^{\circ}06'02''$ for an arc distance of 39.75 to a point of tangency; thence $S 89^{\circ}50'24'' E$ along the North line of said Block 18 and the Easterly extension thereof for 474.99 feet to a point on a circular curve, concave to the Northeast and whose radius point bears $N06^{\circ}44'26''E$, the following two courses being along a line 81.00 feet South of and parallel or concentric with said North line of Waterways Boulevard; (1) thence Northwesterly along a 1519.00 foot radius curve leading to the right, through a central angle of $07^{\circ}14'58''$ for an arc distance of 192.20 feet to a point of tangency; (2) thence $N76^{\circ}00'36''W$ for 290.40 feet to a point of curvature; thence Southwesterly along a 25.00 foot radius curve, leading to the left, through a central angle of $104^{\circ}55'50''$ for an arc distance 45.78 feet to a point of tangency; thence $S00^{\circ}56'26''E$ along the Northerly extension of the said East right of way line of N.E. 29th Avenue for 104.19 feet to the POINT OF BEGINNING.

AND

That portion of N.E. 206th Street bounded on the North by Block 18 and bounded on the South by the center line of N.E. 206th Street and bounded on the East by the West right-of-way line of N.E. 30th Avenue (East Dixie Highway) and bounded on the West by the East right-of-way line of N.E. 29th Avenue (Harvard Avenue), all being as shown on HALLANDALE PARK No. 8, according to the Plat thereof, as recorded in Plat Book 20 at Page 49 of the Public Records of Miami-Dade County, Florida.

LEGAL DESCRIPTION (Continuation):

Lots 1, 2, 6, 7, 8, 9, 11, 24, 25, 26 and 27, Block 17, HALLANDALE PARK No. 8, according to the Plat thereof, as recorded in Plat Book 20, Page 49, Public Records of Miami-Dade County, Florida.

TOGETHER WITH those portions of adjacent vacated alleys and NE 205th Street, to the centerlines thereof, vacated per Resolution recorded August 21, 2000 in Official Records Book 19247, Page 4677, Public Records of Miami-Dade County, Florida. ALSO TOGETHER WITH the South $\frac{1}{2}$ of the adjacent portion of vacated N.E. 206th Street on North, and a portion of a 10.00 foot alley, as vacated and abandoned by that certain Resolution recorded November 14, 2006 in Official Records Book 25093, Page 478, Public Records Miami-Dade County, Florida.

AND

Tract 1, of Block 17, of REPLAT OF A PORTION OF HALLANDALE PARK No. 8, according to the Plat thereof, as recorded in Plat Book 40, Page 97, Public Records of Miami-Dade County, Florida. TOGETHER WITH adjacent portion of vacated alley to the centerline thereof as vacated by Resolution recorded August 21, 2000 in Official Records Book 19247, Page 4677, Public Records of Miami-Dade County, Florida.

AND

Lots 10, 12 through 23, inclusive, and Lots 28 through 42, inclusive, Block 17, HALLANDALE PARK No. 8, according to the Plat thereof, as recorded in Plat Book 20, Page 49, Public Records of Miami-Dade County, Florida.

TOGETHER WITH those portions of adjacent vacated alleys and NE 205th Street, to the centerlines thereof, vacated per resolution recorded August 21, 2000 in Official Records Book 19247, Page 4677, Public Records of Miami-Dade County, Florida. ALSO TOGETHER WITH the South $\frac{1}{2}$ of the adjacent portion of vacated N.E. 206th Street on North, and a portion of a 10.00 foot alley, as vacated and abandoned by that certain Resolution recorded November 14, 2006 in Official Records Book 25093, Page 478, Public Records Miami-Dade County, Florida.