

City Commission
Susan Gottlieb, Mayor

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

OCTOBER 7, 2014 6 PM

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

1. **CALL TO ORDER\ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **AGENDA:** Request for Deletions/Emergency Additions
4. **SPECIAL PRESENTATIONS:** Employee Service Awards

5. CONSENT AGENDA: Matters included under the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately. If the public wishes to speak on a matter on the consent agenda they must inform the City Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.

A. APPROVAL OF MINUTES:

**SEPTEMBER 2, 2014 COMMISSION MEETING
SEPTEMBER 8, 2014 COMMISSION MEETING 1ST BUDGET
SEPTEMBER 17, 2014 COMMISSION MEETING 2ND BUDGET
SEPTEMBER 18, 2014 SPECIAL MEETING
SEPTEMBER 18, 2014 WORKSHOP MEETING**

B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ATTACHED WORK AUTHORIZATION NO. 01-0103-185 FOR PROFESSIONAL DESIGN SERVICES FOR THE NE 29TH PLACE NORTH DRAINAGE AND ROAD RESURFACING IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF AVENTURA AND CRAVEN THOMPSON AND ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.

C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ATTACHED WORK AUTHORIZATION NO. 01-0103-189 FOR PROFESSIONAL DESIGN SERVICES FOR THE NE 29TH PLACE SOUTH

DRAINAGE AND STREET LIGHTING IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF AVENTURA AND CRAVEN THOMPSON AND ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.

- D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE EXTENSION OF THE GREEN MARKET HELD IN FOUNDERS PARK SOUTH FROM OCTOBER 12, 2014 TO MAY 31, 2015; AUTHORIZING THE CITY MANAGER TO ISSUE A SPECIAL EVENT PERMIT TO WHODUZ, INC., BASED ON THE CONDITIONS CONTAINED IN EXHIBIT "A" ATTACHED HERETO; 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 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 NORTH MIAMI BEACH FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED SERVICES AGREEMENT FOR PARK DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES BETWEEN BERMELLO, AJAMIL & PARTNERS, INC. AND THE CITY OF AVENTURA FOR THE NE 188 STREET PARK PROJECT; AUTHORIZING MASTER PLAN PHASE I SERVICES IN THE AMOUNT OF \$22,772; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
- G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDING AND LETTING A BID/CONTRACT FOR BID NO. 14-09-15-2, MUNICIPAL TRANSIT SERVICES, TO LIMOUSINES OF SOUTH FLORIDA, INC. AT THE BID PRICE OF \$821,016.00 AUTHORIZING THE CITY MANAGER TO EXECUTE ASSOCIATED CONTRACTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY**

AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR THE APPROPRIATION AND ALLOCATION OF FUNDS FOR SAID BID AWARD; AND PROVIDING FOR AN EFFECTIVE DATE.

- 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 VILLAGE OF BAL HARBOUR 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.**

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

- A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA MODIFYING CONDITION 5) OF THE APPROVAL GRANTED THROUGH RESOLUTION NO. 2003-06 PASSED JANUARY 1, 2003, AS AMENDED BY RESOLUTION NO. 2005-70 AND RESOLUTION NO. 2007-23, TO EXTEND THE EXPIRY DATE OF THE VARIANCE APPROVAL FROM JANUARY 6, 2015 TO JANUARY 6, 2020 FOR THE COMMERCIAL ADVERTISING SIGN LOCATED AT THE SOUTHWEST CORNER OF BISCAYNE BOULEVARD AND NE 203 STREET (IVES DAIRY ROAD), CITY OF AVENTURA, ON PROPERTY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.**
- B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA MODIFYING CONDITION 1. OF SECTION 1. OF RESOLUTION NO. 2014-19 PASSED ON APRIL 1, 2014, REGARDING TIME LIMITS FOR OBTAINING BUILDING PERMITS, FOR PROPERTY LOCATED ON THE SOUTH SIDE OF NE 207 STREET BETWEEN NE 29 AVENUE AND NE 30 AVENUE, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.**

7. ORDINANCES: FIRST READING--PUBLIC INPUT:

8. ORDINANCES – SECOND READING – PUBLIC HEARING:

- A. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 31-144(C), COMMUNITY BUSINESS DISTRICT, SUBSECTION c)(5)b. TO PROVIDE FOR INTERNAL CONSISTENCY AND CROSS-REFERENCE RELATED TO HEIGHT OF SHOPPING CENTER BUILDINGS; AMENDING SECTION 31-144(C), COMMUNITY BUSINESS DISTRICT, SUBSECTION c)(1)t. TO PROVIDE FOR INTERNAL CONSISTENCY AND CROSS-REFERENCE RELATED TO PET SHOPS; AMENDING CHAPTER 4, ALCOHOLIC BEVERAGES, SUBSECTION (e)(2) OF SECTION 4-2 TO CLARIFY EXEMPTION FOR DINING ROOMS AND RESTAURANTS; AMENDMENT TO SECTION 31-234, OUTDOOR LIGHTING STANDARDS, TO PROVIDE CONSISTENCY WITH THE MIAMI-DADE COUNTY CODE OF ORDINANCES AND AMENDING SECTION 31-221, LANDSCAPING REQUIREMENTS, TO PROVIDE CONSISTENCY WITH THE MIAMI-DADE COUNTY CODE OF ORDINANCES AND TO INCREASE THE MINIMUM HEIGHT OF TREES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

- B. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE 2014 EVALUATION AND APPRAISAL BASED AMENDMENTS TO THE CITY OF AVENTURA COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL TO REVIEW AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

9. RESOLUTIONS – PUBLIC HEARING: None

10. REPORTS

11. PUBLIC COMMENTS

12. OTHER BUSINESS: None.

13. ADJOURNMENT

FUTURE MEETINGS

COMMISSION MEETING	NOVEMBER 12, 2014	6 PM	COMMISSION CHAMBER
COMMISSION WORKSHOP	NOVEMBER 20, 2014	9AM	5 TH FLR 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
September 2, 2014 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 6:13 p.m. immediately following the 6 p.m. Local Planning Agency meeting. Present were Commissioners Enbar Cohen, Teri Holzberg, Michael Stern, Howard Weinberg, Luz Urbaz Weinberg, Vice Mayor Billy Joel, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David Wolpin. As a quorum was determined to be present, the meeting commenced.

2. PLEDGE OF ALLEGIANCE: Led during LPA.

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

4. SPECIAL PRESENTATIONS: Mr. Soroka presented a fifteen year employee service award to Officer Ruben Brizuela and a ten year employee service award to Communications Supervisor Katherine Maas.

5. CONSENT AGENDA: There were no requests from the public to address the Commission. Mayor Gottlieb requested removal of item 5-B. A motion to approve the remainder of the Consent Agenda was offered Vice Mayor Joel, seconded by Commissioner Holzberg passed unanimously by roll call vote and the following action was taken:

- A.** The following minutes were approved:
July 8, 2014 Commission Meeting
July 11, 2014 Commission Meeting
July 11, 2014 Workshop Meeting
July 15, 2014 Commission Meeting

- C.** **Resolution No. 2014-39** 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. 2014-40** was adopted as follows

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED CONTRACT FOR PROFESSIONAL LEGISLATIVE RELATIONS AND LOBBYING SERVICES BETWEEN THE CITY OF AVENTURA AND RONALD L. BOOK, ESQ., AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

E. Resolution No. 2014-41 was adopted as follows

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND MIAMI-DADE COUNTY FOR THE MULTI-AGENCY GANG TASK FORCE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

F. The following motion was approved:

MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$63,000 FOR TRAFFIC MOTORCYCLES AND CARBINE SUPPRESSORS FROM THE FEDERAL POLICE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.

G. The following motion was approved:

MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$12,000 FOR CRIME PREVENTION PROGRAMS, EQUIPMENT AND TRAINING FROM THE STATE POLICE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.

H. The following motion was approved:

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

MOTION TO ACCEPT FOR FILING THE SPECIAL PURPOSE FINANCIAL REPORT FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR THE FISCAL YEAR ENDED JUNE 30, 2014 AND TO

**ACCEPT FOR FILING THAT LETTER DATED AUGUST 15, 2014
ATTACHED AS ATTACHMENT 1**

- I. The following motion was approved:

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

**MOTION TO ACCEPT AVENTURA CITY OF EXCELLENCE SCHOOL
OUT-OF-FIELD WAIVERS AS OUTLINED IN THE CITY MANAGER'S
MEMORANDUM DATED AUGUST 20, 2014**

- J. Resolution No. 2014-42 was adopted as follows

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO
EXECUTE ATTACHED WORK AUTHORIZATION NO. 01-0103-187 FOR
PROFESSIONAL DESIGN SERVICES FOR THE NE 207TH STREET
ROAD RESURFACING IMPROVEMENTS PROJECT BY AND
BETWEEN THE CITY OF AVENTURA AND CRAVEN THOMPSON AND
ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.**

- K. Resolution No. 2014-43 was adopted as follows

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
AVENTURA, FLORIDA SELECTING THE FIRM OF BERMELO
AJAMIL & PARTNERS, INC. TO PROVIDE PARK DESIGN AND
ENGINEERING SERVICES FOR THE PROPOSED NE 188TH STREET
PARK IN ACCORDANCE WITH RFP NO. 14-8-08-2; AUTHORIZING
THE CITY MANAGER TO NEGOTIATE THE TERMS AND FEES FOR
SAID SERVICES; AUTHORIZING NEGOTIATIONS WITH AN
ALTERNATE FIRM TO PERFORM THE REQUIRED SERVICES
SHOULD NEGOTIATIONS WITH SELECTED FIRM BE
UNSUCCESSFUL; AUTHORIZING THE CITY MANAGER TO DO ALL
THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS
RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

The following item was removed from the agenda and addressed separately:

- B. Mr. Wolpin read the resolution by title:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
AVENTURA, FLORIDA, SUPPORTING THE PROPOSED MIAMI TO
ORLANDO PASSENGER TRAIN SERVICE PROJECT OF FLORIDA**

EAST COAST INDUSTRIES, WHILE CALLING UPON MIAMI- DADE COUNTY AND FDOT TO ADDRESS EXISTING TRAFFIC SAFETY CONCERNS RELATED TO THE RAILROAD CROSSING AT U.S. 1 AND MIAMI GARDENS DRIVE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Gottlieb addressed the Commission and shared her concerns regarding this resolution. A motion for approval was offered by Commissioner Luz Weinberg, seconded by Vice Mayor Joel, passed unanimously and **Resolution No. 2014-44** was adopted.

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

7. ORDINANCES: FIRST READING – PUBLIC INPUT:

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING CHAPTER 36 "RETIREMENT," ARTICLE II "POLICE PENSION PLAN AND TRUST FUND," IN ACCORDANCE WITH CHANGES CONTAINED IN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND DADE COUNTY POLICE BENEVOLENT ASSOCIATION FOR THE PERIOD OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016; BY AMENDING SECTION 36-22 "DEFINITIONS" TO REVISE THE DEFINITION OF "EARNABLE COMPENSATION"; BY AMENDING SECTION 36-24 "CONTRIBUTIONS" TO CHANGE THE EMPLOYEE CONTRIBUTION RATE; AND BY ADDING SECTION 36-36 "COST OF LIVING ADJUSTMENT"; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Stern, and seconded by Commissioner Howard Weinberg. 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 on first reading.

- B. City Commission, acting in its capacity as the Governing Board of the City of Aventura Charter School of Excellence. Mr. Wolpin read the following ordinance by title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2014-07, WHICH ORDINANCE ADOPTED A CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2014/2015 (JULY 1 – JUNE 30) BY REVISING THE 2014/2015 FISCAL YEAR BUDGET DOCUMENT AS OUTLINED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Holzberg, and seconded by Commissioner Stern. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote on first reading.

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 31-144(C), COMMUNITY BUSINESS DISTRICT, SUBSECTION c)(5)b. TO PROVIDE FOR INTERNAL CONSISTENCY AND CROSS-REFERENCE RELATED TO HEIGHT OF SHOPPING CENTER BUILDINGS; AMENDING SECTION 31-144(C), COMMUNITY BUSINESS DISTRICT, SUBSECTION c)(1)t. TO PROVIDE FOR INTERNAL CONSISTENCY AND CROSS-REFERENCE RELATED TO PET SHOPS; AMENDING CHAPTER 4, ALCOHOLIC BEVERAGES, SUBSECTION (e)(2) OF SECTION 4-2 TO CLARIFY EXEMPTION FOR DINING ROOMS AND RESTAURANTS; AMENDMENT TO SECTION 31-234, OUTDOOR LIGHTING STANDARDS, TO PROVIDE CONSISTENCY WITH THE MIAMI-DADE COUNTY CODE OF ORDINANCES AND AMENDING SECTION 31-221, LANDSCAPING REQUIREMENTS, TO PROVIDE CONSISTENCY WITH THE MIAMI-DADE COUNTY CODE OF ORDINANCES AND TO INCREASE THE MINIMUM HEIGHT OF TREES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval, including the incorporation by reference into this hearing of all amendments and testimony, written and verbal, relative to this item given at the preceding Local Planning Agency meeting was offered by Commissioner Howard Weinberg, and seconded by Vice Mayor Joel. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote.

8. ORDINANCES: SECOND READING/PUBLIC HEARING: None.

9. RESOLUTIONS – PUBLIC HEARING: None.

10. REPORTS: As presented.

11. PUBLIC COMMENTS: Gustavo Blachman, 21150 NE 38th Avenue.

12. OTHER BUSINESS: None.

13. ADJOURNMENT: There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 6:48 p.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

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



**MINUTES
CITY COMMISSION MEETING
SEPTEMBER 8, 2014 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 at 6:00 p.m. by Mayor Susan Gottlieb. Present were Commissioners Enbar Cohen, Terri Holzberg, Michael Stern, Howard Weinberg, Luz Urbáez Weinberg, Vice Mayor Billy Joel, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.
- 2. PLEDGE OF ALLEGIANCE:** Led by Marc Narotsky, Denise Landman and Gustavo Blachman.
- 3. PUBLIC HEARINGS: ORDINANCES: FIRST READING/PUBLIC INPUT - 2014/2015 BUDGET**

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ESTABLISHING AND ADOPTING THE CITY OF AVENTURA AD VALOREM TAX OPERATING MILLAGE LEVY RATE AT 1.7261 MILS PER THOUSAND DOLLARS OF TAXABLE ASSESSED PROPERTY VALUE, WHICH IS 9.66% ABOVE THE ROLLED BACK RATE COMPUTED PURSUANT TO STATE LAW, FOR THE 2014 TAX YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Wolpin announced that the rolled back rate is 1.5740 mills. A motion for approval was offered by Vice Mayor Joel and seconded by Commissioner Howard Weinberg. Mr. Soroka noted that this is the same tax rate as last year and the City once again will have the lowest tax rate in Miami-Dade County. There has been no tax increase for the 19th year in a row. 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.

Mayor Gottlieb announced that the second budget public hearing is scheduled for September 17, 2014 at 6 p.m.

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE ATTACHED TENTATIVE OPERATING AND CAPITAL BUDGET, AS REVIEWED AND APPROVED BY CITY COMMISSION AT THE REVIEW MEETING HELD ON JULY 11, 2014, AS THE CITY OF

AVENTURA FINAL BUDGET FOR THE 2014/2015 FISCAL YEAR, PURSUANT TO SECTION 4.05 OF THE CITY CHARTER; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR PROCEDURES REGARDING ENCUMBRANCES AND THE RE-APPROPRIATION OF UNEXPENDED CAPITAL APPROPRIATIONS; ESTABLISHING THE COMMITTED FUND BALANCE FOR CAPITAL RESERVE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

- 4. ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 6:07 p.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

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



**MINUTES
CITY COMMISSION MEETING
SEPTEMBER 17, 2014 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 6:01 p.m. Present were Commissioners Enbar Cohen, Teri Holzberg, Howard Weinberg, Luz Weinberg (arrived at 6:04) , Michael Stern, Vice Mayor Billy Joel, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

2. PLEDGE OF ALLEGIANCE: Led by City Clerk Teresa M. Soroka.

**3. PUBLIC HEARINGS: ORDINANCES: SECOND AND FINAL READING:
2014/2015 BUDGET**

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ESTABLISHING AND ADOPTING THE CITY OF AVENTURA AD VALOREM TAX OPERATING MILLAGE LEVY RATE AT 1.7261 MILS PER THOUSAND DOLLARS OF TAXABLE ASSESSED PROPERTY VALUE, WHICH IS 9.66% ABOVE THE ROLLED BACK RATE COMPUTED PURSUANT TO STATE LAW, FOR THE 2014 TAX YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Vice Mayor Joel and seconded by Commissioner Stern. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Ordinance No. 2014-09** was enacted. Mr. Soroka announced that for the 19th year in a row, there has been no tax increase by the City.

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE ATTACHED TENTATIVE OPERATING AND CAPITAL BUDGET, AS REVIEWED AND APPROVED BY CITY COMMISSION AT THE REVIEW MEETING HELD ON JULY 11, 2014, AS THE CITY OF AVENTURA FINAL BUDGET FOR THE 2014/2015 FISCAL YEAR, PURSUANT TO SECTION 4.05 OF THE CITY CHARTER; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING

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

A motion for approval was offered by Commissioner Holzberg, and seconded by Commissioner Howard Weinberg. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Ordinance No. 2014-10** was enacted.

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING CHAPTER 36 "RETIREMENT," ARTICLE II "POLICE PENSION PLAN AND TRUST FUND," IN ACCORDANCE WITH CHANGES CONTAINED IN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND DADE COUNTY POLICE BENEVOLENT ASSOCIATION FOR THE PERIOD OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016; BY AMENDING SECTION 36-22 "DEFINITIONS" TO REVISE THE DEFINITION OF "EARNABLE COMPENSATION"; BY AMENDING SECTION 36-24 "CONTRIBUTIONS" TO CHANGE THE EMPLOYEE CONTRIBUTION RATE; AND BY ADDING SECTION 36-36 "COST OF LIVING ADJUSTMENT"; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Cohen, and seconded by Commissioner Holzberg. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Ordinance No. 2014-11** was enacted.

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

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2014-07, WHICH

ORDINANCE ADOPTED A CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2014/2015 (JULY 1 – JUNE 30) BY REVISING THE 2014/2015 FISCAL YEAR BUDGET DOCUMENT AS OUTLINED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Luz Weinberg and seconded by Vice Mayor Joel. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Ordinance No. 2014-12** was enacted.

4. Mr. Wolpin read the following motion:

MOTION TO APPROVE SETTLEMENT OF PENDING LITIGATION BETWEEN WILLIAMS ISLAND PROPERTY OWNERS ASSOCIATION, CITY OF AVENTURA, AND GARY COHEN, ET AL, CONCERNING VESTED RIGHTS DETERMINATION AGREEMENT FOR TWO ISLANDS; AUTHORIZING CITY MANAGER TO EXECUTE AND IMPLEMENT SETTLEMENT.

Motion was offered by Commissioner Howard Weinberg and seconded by Vice Mayor Joel. The motion for approval passed unanimously by roll call vote.

5. **ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 6:20 p.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

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



**MINUTES
CITY COMMISSION MEETING
SEPTEMBER 18, 2014 9 a.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 9 a.m. Present were Commissioners Enbar Cohen, Teri Holzberg, Howard Weinberg, Luz Weinberg, Michael Stern, Vice Mayor Billy Joel, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

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

MOTION TO APPROVE THE AVENTURA CITY OF EXCELLENCE (ACES) SCHOOL IMPROVEMENT PLAN FOR 2014/2015

Principal Julie Alm reviewed a powerpoint presentation outlining current stats and goals for the next year. A motion for approval was offered by Commissioner Stern, seconded by Commissioner Luz Weinberg and passed unanimously.

3. Mr. Wolpin read the following resolution by title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED DEP AGREEMENT NO. S0724 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF AVENTURA FOR FINANCIAL ASSISTANCE FOR THE NE 29 PLACE STORMWATER IMPROVEMENTS IN THE AMOUNT OF \$425,000; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Howard Weinberg, seconded by Vice Mayor Joel, passed unanimously and **Resolution No. 2014-45** was enacted.

4. ADJOURNMENT: The meeting adjourned at 9:16 a.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

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



MINUTES
CITY COMMISSION
WORKSHOP MEETING
September 18, 2014

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

Immediately following September 18, 2014 9 AM Commission Meeting

CALL TO ORDER/ROLL CALL: The meeting was called to order by Mayor Susan Gottlieb at 9:16 a.m. immediately following the 9:00 a.m. Commission Meeting. Present were Commissioners Enbar Cohen, Teri Holzberg, Michael Stern, Howard Weinberg, Luz Weinberg, Vice Mayor Billy Joel, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

Item 2 taken first.

1. **REQUEST OF CLEAR CHANNEL TO MODIFY CONDITION 5 OF RESOLUTION NO. 2003-06 TO EXTEND THE TIME FOR USE OF THE BILLBOARD FROM JANUARY 6, 2015 TO JANUARY 6, 2020:** (City Manager) Mr. Soroka explained the request.
CITY MANAGER SUMMARY: Consensus to approve and proceed with appropriate legislation.
2. **REQUEST TO MODIFY PARK SQUARE CONDITIONAL USE APPROVAL:** (City Manager) Jeffrey Bercow, Esq., representing Aventura Land Ventures, the applicant, addressed the Commission and explained the request which would amend the current condition as outlined in the City Manager's memorandum dated September 4, 2014.
CITY MANAGER SUMMARY: Consensus to approve and proceed with appropriate legislation.
3. **REQUEST OF GULFSTREAM PARK TO AMEND 2006 DEVELOPMENT AGREEMENT CONCERNING NE 213 STREET ENTRANCE:** (City Manager) Mr. Soroka noted that this item has been deferred at the request of the applicant.
CITY MANAGER SUMMARY: No action necessary.
4. **CBS OUTDOOR REQUEST TO AMEND LDRS TO ALLOW DIGITAL BILLBOARDS:** (City Manager) Mr. Soroka advised the Commission of this request.
CITY MANAGER SUMMARY: Consensus to deny request.
5. **FOUNDERS DAY UPDATE:** (City Manager) Community Services Director Robert M. Sherman reviewed a powerpoint presentation of the proposed plans scheduled for Founders Day on November 9, 2014.
CITY MANAGER SUMMARY: Consensus to approve and also contact Miami-Dade County to request they offer the light bulb exchange program again this year.

Mr. Soroka announced that the October Workshop Meeting is canceled.

6. ADJOURNMENT: There being no further business to come before the Commission at this time, the meeting adjourned at 9:45 a.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

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

CITY OF AVENTURA

CITY MANAGER'S OFFICE

MEMORANDUM

TO: City Commission

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

BY: Antonio F. Tomei, Capital Projects Manager

DATE: August 29, 2014

SUBJECT: **Recommendation – Work Authorization No. 01-0103-185
Professional Design Services for Drainage and Road Resurfacing
Improvements - NE 29 PL North from NE 199th ST to NE 203rd ST
Craven Thompson & Associates, Inc.**

October 7, 2014, City Commission Meeting Agenda Item 5-B

Recommendation

It is recommended that the City Commission adopt the attached Resolution awarding Work Authorization No. 01-0103-185 to Craven Thompson and Associates, Inc. for Professional Design Services for Drainage and Road Resurfacing Improvements to NE 29th Place North between NE 199th ST and NE 203rd Street for an amount of \$155,870. This project is included in the Capital Improvements Program for the 2014/15 fiscal year.

Background

The project is to be designed in accordance with the City's Capital Improvement Program approved by the City Commission. In particular, design plans will address drainage, asphalt milling and resurfacing and sidewalk addition to NE 29th Place between NE 199th Street and NE 203rd Street. The cost includes services pertaining to surveying, civil design, permitting, bidding, and construction services. The total cost of the project is \$800,000.

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

RESOLUTION NO. 2014- _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ATTACHED WORK AUTHORIZATION NO. 01-0103-185 FOR PROFESSIONAL DESIGN SERVICES FOR THE NE 29TH PLACE NORTH DRAINAGE AND ROAD RESURFACING IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF AVENTURA AND CRAVEN THOMPSON AND ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1 The City Manager is hereby authorized to execute attached Work Authorization No. 01-0103-185 (\$155,870) for professional design services for the NE 29th Place North Drainage and Road Resurfacing Improvements project by and between the City and Craven Thompson and Associates, Inc.

Section 2 The City Manager is authorized 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 purposes of carrying out the tenets of this Resolution shall be from Budget Line Item Numbers 410-5001-538-6306 and 120-5001-541-6305.

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

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

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

PASSED AND ADOPTED this 7th day of October, 2014.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

WORK AUTHORIZATION NO. 01-0103-185

The City of Aventura has requested Work Authorization No. 01-0103-185 as provided for in the Agreement between the City of Aventura and Craven Thompson and Associates, Inc. and approved by the City Commission on July 3, 2001.

This Work Authorization No 01-0103-185 provides for technical services in accordance with Articles 3, 4, 6, 7 and 8 of the Agreement as further detailed in the scope of services in Exhibit A.

Payment for such services shall be in accordance with Article 5 of the Agreement.

Design Phase

Task 1: Prepare topographic survey (Task 11246).....	\$15,500.00
Task 2: Perform GPR locates of detectable utilities (Task 12050a).....	\$2,800.00
Task 3: Survey GPR locates and update survey (Task 12050b).....	\$1,800.00
Task 4: Perform SUE Quality Level A locates (Task 31005).....	\$4,500.00
Task 5: Provide geotechnical engineering data (Task 31006).....	\$6,370.00
Task 6: Prepare civil engineering design and construction documents (Task 31025).....	\$42,920.00
Task 7: Prepare electrical engineering design and construction documents (Task 31052).....	\$6,200.00
Task 8: Prepare landscape architectural conceptual design (Task 33080).....	\$3,000.00
Task 9: Prepare landscape architectural contract and permit documents (Task 33081).....	\$5,000.00
Total Lump Sum Design Phase	\$88,090.00

Permitting Phase

Task 10: Prepare, submit and support engineering permit applications(Task 31080)	\$18,280.00
Total Lump Sum Permitting Phase	\$18,280.00

Bidding and Construction Phase

Task 11: Prepare bid documents and provide support during bidding (Task 31115)	\$4,800.00
Task 12: Provide construction phase engineering services (Task 31120).....	\$37,600.00
Task 13: Provide construction phase electrical engineering services (Task 31121).....	\$1,800.00
Task 14: Provide bidding & construction phase landscape architectural services (Task 31122).....	\$1,500.00
Task 15: Provide permit closeout services (Task 31125).....	\$2,800.00
Total Lump Sum Construction Phase	\$48,500.00

Reimbursable Expenses

Printing, Graphics, Communications, Couriers, Express Mail, Etc.	\$1,000.00
Total Estimated Reimbursable Expenses	\$1,000.00

Total Lump Sum Expenses are..... \$154,870.00

Total Estimated Reimbursable Expenses are..... \$1,000.00

The time period for this work authorization will be:

Surveying & Subsurface Utility Engineering Phase.....	45 Days
Design Phase.....	60 Days
Permitting Phase	90 Days
Bid Phase	75 Days
Construction Phase.....	180 Days

CITY:

CITY OF AVENTURA, FLORIDA
through its City Manager

BY _____
City Manager

Eric M. Soroka, ICMA-CM

_____ day of _____, 2014

Notice to Proceed ___ Yes ___ No

Project Initiation Date _____

RECOMMENDED through its
Capital Projects Manager

BY Antonio F. Tomei
Capital Projects Manager

Antonio F. Tomei

27 day of August, 2014

Exhibit A

Consultant will provide professional surveying, engineering, geotechnical engineering, landscape architectural and subsurface utility engineering services specific to the preparation of drainage improvements to NE 29th Place North from Aventura Boulevard to NE 203rd Street. Consultant will submit the plans to Miami-Dade County for review.

Design Tasks

1. Prepare a topographic survey of above ground visible improvements from 10' beyond the right of way of NE 29th Place from Aventura Boulevard to NE 203rd Street, including the first 200' of Aventura Boulevard south of 29th Place and 150' of 203rd Street centered about 29th Place.
2. Provide subsurface investigation utilizing ground penetrating radar (GPR) to determine the presence of any detectable utilities.
3. Survey painted utilities determined from GPR task and incorporate into the survey drawing.
4. Perform fifteen (15) subsurface utility engineering (SUE) Quality Level A locates at key locations in the corridor to verify vertical elevation and pipe type and size of underground utility.
5. Provide geotechnical engineering data for three (3) augur borings and six (6) percolation tests within the project limits.
6. Prepare civil engineering design and construction drawings for proposed improvements.
7. Prepare electrical engineering design and construction drawings for relocation of existing metal halide street lights as necessary along the west boundary of the corridor to accommodate the future sidewalk.
8. Prepare landscape architectural conceptual design to include: tree disposition plan and conceptual landscape plan.
9. Prepare tree mitigation plan, landscape plan, irrigation plan, and technical specifications. Submit applications and provide support during permit review by Miami-Dade County.

Permitting Tasks

10. Prepare, submit and support engineering related permit applications with Miami-Dade County.

Bidding and Construction Tasks

11. Prepare bid documents, respond to questions during pre-bid phase, evaluate bids and provide recommendation for contract award.
12. Provide civil engineering services related to construction observation.
13. Respond to requests for information during bidding and provide electrical engineering services related to construction observation.
14. Respond to requests for information during bidding and provide landscape architectural services related to construction observation and permit close-out.
15. Prepare, submit and support permit close-out of engineering permits.

CITY OF AVENTURA
PRELIMINARY CONSTRUCTION COST ESTIMATE
N.E. 29TH PLACE NORTH DRAINAGE IMPROVEMENTS
 CRAVEN THOMPSON AND ASSOCIATES, INC.
 August 12, 2014

DRAINAGE CONSTRUCTION	QUANTITY	UNIT MEASURE	UNIT PRICE	COST	
FURNISH & INSTALL DRAINAGE PIPE 18"	274	LF	\$110.00	\$30,100	
FURNISH & INSTALL DRAINAGE PIPE 24" W/EXFILTRATION TRENCH	701	LF	\$200.00	\$140,200	
FURNISH & INSTALL DRAINAGE PIPE 30"	304	LF	\$200.00	\$60,800	
FURNISH & INSTALL CURB INLETS	14	EA	\$6,500.00	\$91,000	
FURNISH & INSTALL STORM MANHOLES	8	EA	\$3,500.00	\$28,000	
ADJUST EXISTING STRUCTURES	12	EA	\$313.00	\$3,800	
VIDEO EXIST. DRAINAGE SYSTEM	1,280	LF	\$10.00	\$12,800	
CLEAN EXISTING DRAINAGE SYSTEM	1,280	LF	\$12.00	\$15,360	
SUB-TOTAL DRAINAGE CONSTRUCTION				\$382,060	
ROADWAY RE-CONSTRUCTION					
PAVEMENT MARKINGS & SIGNAGE	1	EA	\$12,075.00	\$12,075	
INSTALL TRAFFIC SIGNAL LOOPS	1	EA	\$1,520.00	\$1,520	
FURNISH & INSTALL CURB AND GUTTER	230	LF	\$50.00	\$11,500	
FURNISH & INSTALL SIDEWALK	350	SY	\$55.00	\$19,250	
PAVEMENT, BASE & SUB-BASE RESTORATION	1,450	SY	\$70.00	\$101,500	
ADJUST EXISTING ELECTRICAL BOXES	11	EA	\$244.00	\$2,684	
1" ASPHALT TYPE SP-9.5, INCLUDING TACK COAT	4,445	SY	\$6.78	\$30,137	
MILL EXISTING PAVEMENT (1" AVERAGE DEPTH)	4,445	SY	\$2.60	\$11,557	
TREE REMOVAL, RELOCATION, & IRRIGATION MODIFICATIONS	1	LS	\$50,000.00	\$50,000	
RELOCATE EXISTING LIGHT POLES	5	EA	\$8,000.00	\$40,000	
FURNISH & INSTALL NEW TRAFFIC SIGN	4	EA	\$200.00	\$800	
FURNISH & INSTALL CURB RAMPS W/DECT. WARNINGS	2	EA	\$1,800.00	\$3,600	
SUB-TOTAL ROADWAY CONSTRUCTION				\$284,623	
GRAND SUB-TOTAL CONSTRUCTION COST				\$666,683	
GENERAL CONDITIONS @ 5%				\$33,300	
MOBILIZATION @ 8%				\$53,300	
MAINTENANCE OF TRAFFIC @ 10%				\$66,700	
MISCELLANEOUS @ 2%				\$13,300	
GRAND TOTAL CONSTRUCTION COST				\$833,283	
DESIGN, PERMITTING & BID PHASE SERVICES				\$120,470	14.5%
CONSTRUCTION ADMINISTRATION SERVICES				\$46,800	5.6%
TOTAL DESIGN SERVICES				\$167,270	20.1%
TOTAL OPINION OF PROBABLE COST				\$1,000,600	

CITY OF AVENTURA

CITY MANAGER'S OFFICE

MEMORANDUM

TO: City Commission

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

BY: Antonio F. Tomei, Capital Projects Manager

DATE: September 12, 2014

SUBJECT: **Recommendation – Work Authorization No. 01-0103-189
Professional Design Services for Drainage, Safety and Street
Lighting Improvements - NE 29 PL South from NE 199th ST south to
the Mall Ring Road - Craven Thompson & Associates, Inc.**

October 7, 2014, City Commission Meeting Agenda Item 5C

Recommendation

It is recommended that the City Commission adopt the attached Resolution approving Work Authorization No. 01-0103-189 to Craven Thompson and Associates, Inc. for Professional Design Services for Drainage and Street Lighting Improvements to NE 29th Place South between NE 199th ST and the Mall Ring Road for an amount of \$138,230. The first phase of this project is included in the Budget for the 2014/15 fiscal year. The paving and safety improvements are scheduled for 2015/16 as part of the second phase.

Background

The project is to be designed in accordance with the City's Capital Improvement Program approved by the City Commission. In particular, design plans will address drainage, street lighting, landscape and sidewalk addition to NE 29th Place between NE 199th Street and the Mall Ring Road. The cost includes services pertaining to surveying, civil design, permitting, bidding, and construction services. The proposed drainage budget is \$350,000 and will be funded by Budget Line Item #410-5001-538-6306. The proposed street lighting budget is \$178,000 and will be funded by Budget Line Item #120-5001-541-6307.

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

WORK AUTHORIZATION NO. 01-0103-189

The City of Aventura has requested Work Authorization No. 01-0103-189 as provided for in the Agreement between the City of Aventura and Craven Thompson and Associates, Inc. and approved by the City Commission on July 3, 2001.

This Work Authorization No 01-0103-189 provides for technical services in accordance with Articles 3, 4, 6, 7 and 8 of the Agreement as further detailed in the scope of services in Exhibit A.

Payment for such services shall be in accordance with Article 5 of the Agreement.

Design Phase

Task 1: Update topographic survey (Task 11246).....	\$3,500.00
Task 2: Perform GPR locates of detectable utilities (Task 12050a).....	\$2,800.00
Task 3: Survey GPR locates and update survey (Task 12050b).....	\$1,800.00
Task 4: Perform SUE Quality Level A locates (Task 31005)	\$3,000.00
Task 5: Provide geotechnical engineering data (Task 31006).....	\$5,150.00
Task 6: Prepare civil engineering design and construction documents (Task 31025)	\$40,200.00
Task 7: Prepare electrical engineering design and construction documents	covered under WA 172
Task 8: Prepare landscape architectural conceptual design (Task 33080)	\$4,500.00
Task 9: Prepare landscape architectural contract and permit documents (Task 33081).....	\$6,000.00
Total Lump Sum Design Phase	\$66,950.00

Permitting Phase

Task 10: Prepare, submit and support engineering permit applications (Task 31080).....	\$18,280.00
Total Lump Sum Permitting Phase	\$18,280.00

Bidding and Construction Phase

Task 11: Prepare bid documents and provide support during bidding (Task 31115).....	\$4,800.00
Task 12: Provide construction phase engineering services (Task 31120).....	\$37,600.00
Task 13: Provide construction phase electrical engineering services (Task 31121)	\$4,800.00
Task 14: Provide bidding & construction phase landscape architectural services (Task 31122).....	\$2,000.00
Task 15: Provide permit closeout services (Task 31125).....	\$2,800.00
Total Lump Sum Construction Phase	\$52,000.00

Reimbursable Expenses

Printing, Graphics, Communications, Couriers, Express Mail, Etc.	\$1,000.00
Total Estimated Reimbursable Expenses	\$1,000.00

Total Lump Sum Expenses are	\$137,230.00
Total Estimated Reimbursable Expenses are.....	\$1,000.00

The time period for this work authorization will be:

Surveying & Subsurface Utility Engineering Phase	45 Days
Design Phase.....	60 Days
Permitting Phase	90 Days
Bid Phase	75 Days
Construction Phase.....	180 Days

CITY:

CITY OF AVENTURA, FLORIDA
through its City Manager

BY _____
City Manager

Eric M. Soroka, ICMA-CM

_____ day of _____, 2014

Notice to Proceed ___ Yes ___ No

Project Initiation Date _____

RECOMMENDED through its
Capital Projects Manager

BY Antonio F. Tomei
Capital Projects Manager

Antonio F. Tomei

27 day of August, 2014

Exhibit A

Consultant will provide professional surveying, engineering, geotechnical engineering, landscape architectural and subsurface utility engineering services specific to the preparation of roadway and drainage improvements to NE 29th Place South from Aventura Boulevard to Abigail Road (the Aventura Mall ring road). Consultant will submit the plans to Miami-Dade County for review.

Design Tasks

1. Update the previous topographic survey provided under WA 01-0103-172.
2. Provide subsurface investigation utilizing ground penetrating radar (GPR) to determine the presence of any detectable utilities.
3. Survey painted utilities determined from GPR task and incorporate into the survey drawing.
4. Perform ten (10) subsurface utility engineering (SUE) Quality Level A locates at key locations in the corridor to verify vertical elevation and pipe type and size of underground utility.
5. Provide geotechnical engineering data for two (2) augur borings and four (4) percolation tests within the project limits.
6. Prepare civil engineering design and construction drawings for proposed improvements.
7. Finalize the electrical engineering design and construction drawings for metal halide powered street lights under WA No. 172.
8. Prepare landscape architectural conceptual design to include: tree disposition plan and conceptual landscape plan.
9. Prepare tree mitigation plan, landscape plan, irrigation plan, and technical specifications. Submit applications and provide support during permit review by Miami-Dade County.

Permitting Tasks

10. Prepare, submit and support engineering related permit applications with Miami-Dade County.

Bidding and Construction Tasks

11. Prepare bid documents, respond to questions during pre-bid phase, evaluate bids and provide recommendation for contract award.
12. Provide civil engineering services related to construction observation.
13. Respond to requests for information during bidding and provide electrical engineering services related to construction observation.
14. Respond to requests for information during bidding and provide landscape architectural services related to construction observation and permit close-out.
15. Prepare, submit and support permit close-out of engineering permits.

CITY OF AVENTURA
PRELIMINARY CONSTRUCTION COST ESTIMATE
N.E. 29TH PLACE SOUTH ROADWAY IMPROVEMENTS
 CRAVEN THOMPSON AND ASSOCIATES, INC.
 August 14, 2014

DRAINAGE CONSTRUCTION	QUANTITY	UNIT MEASURE	UNIT PRICE	COST
FURNISH & INSTALL DRAINAGE PIPE 18"	235	LF	\$110.00	\$25,900
FURNISH & INSTALL DRAINAGE PIPE 24" W/EXFILTRATION TRENCH	500	LF	\$230.00	\$115,000
FURNISH & INSTALL DRAINAGE PIPE 30"	60	LF	\$200.00	\$12,000
FURNISH & INSTALL CURB INLETS	10	EA	\$6,500.00	\$65,000
FURNISH & INSTALL STORM MANHOLES	6	EA	\$3,500.00	\$21,000
ADJUST EXISTING DRAINAGE STRUCTURES	3	EA	\$500.00	\$1,500
VIDEO EXIST. DRAINAGE SYSTEM	850	LF	\$10.00	\$8,500
CLEAN EXISTING DRAINAGE SYSTEM	850	LF	\$12.00	<u>\$10,200</u>
 SUB-TOTAL DRAINAGE CONSTRUCTION				 \$259,100
 ROADWAY RE-CONSTRUCTION				
PAVEMENT MARKINGS & SIGNAGE	1	EA	\$7,953.00	\$8,000
INSTALL TRAFFIC SIGNAL LOOPS	0	EA	\$1,520.00	\$0
FURNISH & INSTALL CURB AND GUTTER	634	LF	\$50.00	\$31,700
FURNISH & INSTALL SIDEWALK	352	SY	\$55.00	\$19,400
PAVEMENT,BASE & SUB-BASE RESTORATION	550	SY	\$70.00	\$38,500
ADJUST EXISTING ELECTRICAL BOXES	3	EA	\$244.00	\$700
2" ASPHALT TYPE SP-9.5, INCLUDING TACK COAT	833	SY	\$13.56	\$11,300
MILL EXISTING PAVEMENT (2" AVERAGE DEPTH)	833	SY	\$5.20	\$4,300
RELOCATE EXISTING UTILITIES	10	EA	\$800.00	\$8,000
FURNISH & INSTALL NEW TRAFFIC SIGNS	0	EA	\$200.00	\$0
FURNISH & INSTALL STREET LIGHTS	11	EA	\$13,653.85	\$150,192
FURNISH & INSTALL CURB RAMPS W/ DETEC. WARNINGS	6	EA	\$1,800.00	<u>\$10,800</u>
 SUB-TOTAL ROADWAY CONSTRUCTION				 \$282,892
 MEDIAN LANDSCAPE IMPROVEMENTS	1	LS	\$60,000.00	<u>\$60,000</u>
 GRAND SUB-TOTAL CONSTRUCTION COST				 \$601,992
 GENERAL CONDITIONS @ 5%				\$30,100
MOBILIZATION @ 8%				\$48,200
MAINTENANCE OF TRAFFIC @ 6%				\$36,100
MISCELLANEOUS @ 2%				<u>\$12,000</u>
 GRAND TOTAL CONSTRUCTION COST				 \$728,392
 DESIGN, PERMITTING & BID PHASE SERVICES				\$91,030
CONSTRUCTION ADMINISTRATION SERVICES				<u>\$47,200</u>
TOTAL DESIGN SERVICES				\$138,230
 TOTAL OPINION OF PROBABLE COST				 <u>\$866,622</u>

RESOLUTION NO. 2014- ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ATTACHED WORK AUTHORIZATION NO. 01-0103-189 FOR PROFESSIONAL DESIGN SERVICES FOR THE NE 29TH PLACE SOUTH DRAINAGE AND STREET LIGHTING IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF AVENTURA AND CRAVEN THOMPSON AND ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1 The City Manager is hereby authorized to execute attached Work Authorization No. 01-0103-189 (\$138,230) for professional design services for the NE 29th Place South Drainage and Street Lighting Improvements project by and between the City and Craven Thompson and Associates, Inc.

Section 2 The City Manager is authorized 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 purposes of carrying out the tenets of this Resolution shall be from Budget Line Item Numbers 410-5001-538-6306 and 120-5001-541-6307.

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

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

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

PASSED AND ADOPTED this 7th day of October, 2014.

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: September 16, 2014

SUBJECT: **Extension of Green Market Special Events Permit**



October 7, 2014 City Commission Meeting Agenda Item 5D

RECOMMENDATION

It is recommended that the City Commission approve the attached Resolution authorizing the extension of the Green Market Special Events Permit from October 12, 2014 to May 31, 2015 at Founders South.

BACKGROUND

Based on the success and the community support for the Market and the concurrence of the Community Services Advisory Board, it is recommended that the Market be allowed to continue.

Based on the foregoing, a resolution has been placed on the Commission Meeting Agenda to authorize the extension of the Special Events Permit for the Green Market to May 31, 2015.

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

EMS/act

Attachment

CCO1858-14

Temporary Special Event Permit
Green Farmers Market General Conditions

- The parties agree that **WHODUZ, INC.** shall conduct a Green Market to be held in the Southern portion of Founders Park located on NE 190th street. Said property is to be used for the sole purpose of conducting the Green Market and for no other purpose whatsoever without the written consent of CITY.
- **WHODUZ, INC.** is authorized to conduct the Green Market on the premises and the same may be open to the public on Sundays from 9 a.m. to 2:00 p.m. beginning October 12, 2014 through May 31, 2015. The use of the premises shall only be effective beginning two (2) hours prior to the commencement of the event each designated Sunday and terminate two (2) hours after completion of the event. City staff will inspect grounds for any damages caused by Green Market with **WHODUZ, INC.** staff immediately after each use.
- Any change of dates or times must be approved by the City Manager or his designee. From time to time, the CITY may need to utilize the property for other activities; however, **WHODUZ, INC.** shall be provided at least fourteen (14) day notice should a conflict arise.
- The parties acknowledge and agree that the Green Market shall be owned and operated by **WHODUZ, INC.** **WHODUZ, INC.** shall provide on-site supervision and be on site during market set-up, operation, breakdown and cleanup. **WHODUZ, INC.** shall propose rules and regulations for the Green Market, with said rules and regulations being approved by City Manager. **WHODUZ, INC.** shall actively recruit to ensure a variety of products for sale.
- As consideration for the use and occupancy of the premises, **WHODUZ, INC.** shall pay the CITY one hundred dollars (\$100.00) per month for each month of operation to be paid on or before the 15th of the following month.
- CITY'S Police Department shall provide, at the sole expense of **WHODUZ, INC.**, off-duty police officers and/or traffic enforcement specialists, as deemed appropriate by the Police Department, for on-site and off-site security and traffic control at the event during all operating hours.
- The parties acknowledge and agree that the property and parking lot at Founders Park South, the Government Center parking lot and garage may be utilized by **WHODUZ, INC** solely for parking purposes only. All vendor vehicles shall be parked at the Government Center Garage. Founders Park North parking lot shall be available to City residents (with proper ID) who are visiting the Green Market.
- All signage shall be approved by the City Manager who shall coordinate timely review and processing of a permit for the installation of temporary signs in the park and adjacent rights-of-way.
- **WHODUZ, INC** may not charge an admission fee to the Green Market; however, this provision does not preclude charging vendors for the applicable space.
- **WHODUZ, INC** shall be responsible for all set up, maintenance and cleanup of event area and surrounding park and parking lot. All services, staffing, equipment, facilities, consumables, supplies and other items which are either necessary or incidental to the event and that are not expressly specified in this agreement shall be provided by or through **WHODUZ, INC**, at their sole expense. **WHODUZ,**

WHODUZ, INC shall have the sole responsibility for any financial commitments or obligations arising out of this event. **WHODUZ, INC.** shall be held solely financially responsible for all damages to the park arising out or from the Green Market.

- **WHODUZ, INC** and its agents, employees and independent contractors shall, at all times, strictly comply with the trade and safety standards for the operation of attractions and temporary structures. **WHODUZ, INC** shall submit to CITY not later than two (2) calendar days prior to commencement of the event, all copies of operating permits and certificates issued by the State of Florida, Department of Agriculture and Consumer Services. **WHODUZ, INC** shall ensure that such operating permit is displayed at a conspicuous place. The Premises shall be maintained by **WHODUZ, INC** in the original condition except for normal wear and tear. Any damage to these areas shall be repaired by **WHODUZ, INC.** This includes, but is not limited to, asphalt and plant material.
- No flea market or carnival type vendors will be allowed, no sun glasses, or clothes. All crafts and or jewelry have to be art and be handmade and homemade. No used or refurbished clothing or products. Ninety percent of the vendors are to be food, healthy, related to a green market.
- **WHODUZ, INC** shall provide general liability insurance in the amount of \$2,000,000, workers compensation insurance and commercial automobile in a form acceptable to the City Attorney and City Manager. All liability insurance policies shall specifically provide that the CITY is additional named insured with respect to the required coverages and the operations of **WHODUZ, INC.**
- No animals shall be allowed on the premises of the park other than a service animal defined in Section 413.08 (1) (d), F.S.

Accepted:



Jason Hershin
Green Market Events

Approved:

Eric M. Soroka
City Manager
City of Aventura

RESOLUTION NO. 2014-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE EXTENSION OF THE GREEN MARKET HELD IN FOUNDERS PARK SOUTH FROM OCTOBER 12, 2014 TO MAY 31, 2015; AUTHORIZING THE CITY MANAGER TO ISSUE A SPECIAL EVENT PERMIT TO WHODUZ, INC., BASED ON THE CONDITIONS CONTAINED IN EXHIBIT "A" ATTACHED HERETO; 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 Commission wishes to extend the Green Market, which is currently being held each Sunday in Founders Park South, from October 12, 2014 to May 31, 2015.

Section 2. The City Manager is authorized to issue a Special Event permit to Whoduz, Inc., based on the conditions contained in Exhibit "A" attached hereto.

Section 3. The City Manager is hereby authorized to do all things necessary to carry out the aims of this Resolution.

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 Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbáez Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 7th day of October, 2014.

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: September 18, 2014

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



October 7, 2014 City Commission Meeting Agenda Item 5E

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 North Miami Beach.

BACKGROUND

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

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

1. 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

CCO1860-14

RESOLUTION NO. 2014-__

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 NORTH MIAMI BEACH FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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 North Miami Beach for law enforcement activities in substantially the form as attached hereto.

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

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

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. 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 Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbáez Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 7th day of October, 2014.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

MUTUAL AID AGREEMENT
Between the City of North Miami Beach Police Department
and the City of Aventura Police Department

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

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

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

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

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, 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 emergencies as defined under Section 252.34 of the Florida Statutes, or
- (3) requests for Mutual Aid by certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

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

1. **Short title:** Mutual Aid Agreement

2. **Description:** Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

3. **Definitions:**
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration between the City of North Miami Beach and the City of Aventura is attached hereto as Exhibit "A" and is hereby incorporated by reference. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations, subject to the approval of the legal counsel of their respective political subdivisions, and filed with the Clerks of the respective political subdivisions.

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

4. **Operations:**

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration and any Amendments thereto, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his or her available resources, and will respond in an appropriate manner.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to unreasonably deplete its

own manpower, equipment, facilities, and other resources and services in rendering such assistance.

- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. **Powers, Privileges, Immunities, and Costs:**

- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall

defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

- D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
- E. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing body having budgetary jurisdiction to reimburse the assisting agency for any actual costs of expenses incurred by the assisting agency performing hereunder.
- F. The resources of facilities that are assigned shall be under the immediate command of a supervising officer designated by the assisting party. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.
- G. In accordance with Section 23.127(1), Florida Statutes, whenever the employees of the responding agencies are rendering aid

outside their jurisdiction pursuant to this agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed or appointed.

- H. All of the privileges and immunity from liability, exemptions from laws, ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective function within the territorial limits of their respective public agencies shall apply to them in the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this Mutual Aid Agreement. This section shall apply with equal effect to paid, volunteer, and auxiliary employees.

- I. Should either of the participating municipal police departments receive reimbursement for expenditures from a third party for a mutual aid event covered by this Agreement, the other participating municipal police department shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

- 6. **LIABILITY** : Each participating agency herein agrees to be responsible for the acts or conduct of employees of said agency pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable. Nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by either party. This provision shall not

impair or preclude the voluntary reimbursement of costs by the requesting law enforcement agency.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. The municipality in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have priority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Agreement, but may allow the other municipality to prosecute the forfeiture with the written authorization of the legal counsel for each municipality. Upon a successful forfeiture prosecution, the forfeiting agency shall share the proceeds with the assisting agency in an amount commensurate with that agency's level of participation. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes. Whenever an officer is rendering assistance pursuant to this Mutual Aid 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 standard 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.

9. **Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a Mutual Aid Event as it may pertain to this Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:
- a. The identity of the complainant.
 - b. An address where the complaining party can be contacted.
 - c. The specific allegation
 - d. The identity of the employees accused without regard as to agency affiliation.

If it is determined 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 assisting 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.

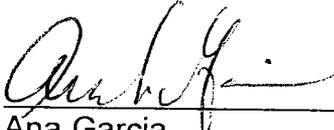
10. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **July __, 2017**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
11. **Cancellation:** This Agreement may be canceled by either party upon written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2014.

CITY OF AVENTURA

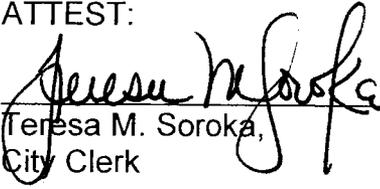
CITY OF NORTH MIAMI BEACH

Eric M. Soroka,
City Manager

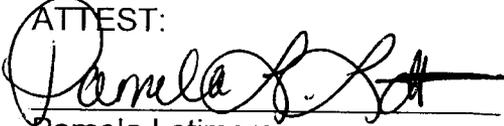


Ana Garcia,
City Manager

ATTEST:



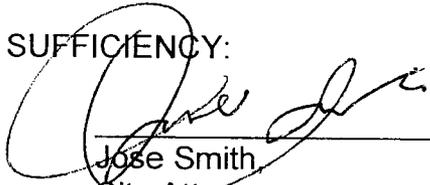
Teresa M. Soroka,
City Clerk

ATTEST:


Pamela Latimore,
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

David Wolpin,
City Attorney



Jose Smith
City Attorney

EXHIBIT A

JOINT DECLARATION OF THE CHIEF OF THE CITY OF NORTH MIAMI BEACH
POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF AVENTURA POLICE
DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- Participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- Appropriately dispatched in response to a request for assistance from the other law enforcement agency.

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

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

14. Emergency or intensive situations in which one agency needs additional assistance to perform its functional objective.
15. Joint training in areas of mutual need.
16. Participating in exigent situations, without the need for a formal request, which situations are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, request for assistance when no available units are nearby, calls or transmissions indicating an officer is injured, 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.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the respective jurisdictional municipal boundaries.

DATE: September 17, 2014



J. Scott Dennis, Chief
North Miami Beach Police Department

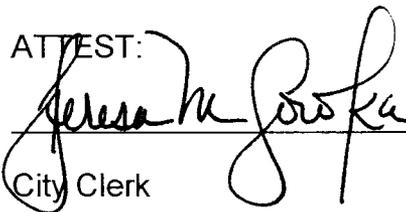
DATE: 9/17/14



Steve Steinberg, Chief
Aventura Police Department

ATTEST: 

City Clerk

ATTEST: 

City Clerk

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: September 17, 2014

SUBJECT: **Consulting Services Agreement for Park Design, Architectural and Engineering Services Between Bermello, Ajamil & Partners, Inc. and the City for N.E. 188th Street Park**

October 7, 2014 City Commission Meeting Agenda Item 5-F

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing the execution of the Consulting Services Agreement for Park Design, Architectural and Engineering Services between Bermello, Ajamil & Partners, Inc. and the City for the N.E. 188th Street Park Project. The Agreement provides for the work to be accomplished in phases. Master Plan Phase I approval is included at this time.

BACKGROUND

At the September 2, 2014 Commission Meeting, the City Commission adopted Resolution No. 2014-43 which selected the firm of Bermello, Ajamil & Partners, Inc. to perform consulting services relating to the design, architectural and engineering services for the proposed N.E. 188th Street Park Project.

Attached is the Agreement we have negotiated and has been approved by the City Attorney. The work will be accomplished in phases. The Agreement provides for services to be outlined in work authorizations to be approved for each phase of the project.

The first phase, which is attached to the Agreement as Exhibit "B", is entitled "Master Plan". The phase includes the development of a Master Plan and alternatives for the park based on input from the community, staff and the Community Services Advisory Board. The final plan will be presented to the City Commission for approval. The fee for this phase of the work is \$22,772.

Memo to City Commission
Page 2

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

EMS/act

Attachment

CCO1859-14

RESOLUTION NO. 2014-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED SERVICES AGREEMENT FOR PARK DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES BETWEEN BERMELLO, AJAMIL & PARTNERS, INC. AND THE CITY OF AVENTURA FOR THE NE 188 STREET PARK PROJECT; AUTHORIZING MASTER PLAN PHASE I SERVICES IN THE AMOUNT OF \$22,772; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Manager is hereby authorized to execute the attached Services Agreement for park design, architectural and engineering services between Bermello, Ajamil & Partners, Inc. and the City of Aventura for the NE 188 Street Park Project and authorizing Master Plan Phase I Services in the amount of \$22,772.

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 Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbáez Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 7th day of October, 2014.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

AGREEMENT
Between
THE CITY OF AVENTURA
and
BERMELLO, AJAMIL & PARTNERS, INC.
CONSULTING SERVICES FOR PARK DESIGN, ARCHITECTURAL AND ENGINEERING
SERVICES AND
CONSTRUCTION ADMINISTRATION
OF THE CITY OF AVENTURA
NE 188TH STREET PARK

This Agreement is entered into by and between the City of Aventura ("City") and Bermello, Ajamil & Partners, Inc. ("Consultant") as follows:

WHEREAS, the City has advertised for requests for proposals for the provision of professional park design, architectural and engineering services which include programming, site planning, schematic design documents, preliminary cost estimates, preparation of schematic design documents, design development and construction documents, as well as providing professional consulting services in connection with review of bid specifications, assistance in the award of a contract for development of, and construction phase services related to the development of the Aventura NE 188th Street Park,

WHEREAS, Consultant has been selected as a successful proposer; and

WHEREAS, the Aventura NE 188th Street Park (hereinafter alternately referred to as the Project) and this entire group of responsibilities shall be alternately referred to as Basic Services and General Design Services.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREOF, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1. Recitals The above recitations are true and correct and made a part hereof.

SECTION 2. Services The Consultant shall provide the following services as authorized as Exhibits /Scope of Services to this document (initially Exhibit "A") and future phases contained in work authorizations

SECTION 3. City's Responsibility

1. The City shall provide all relevant information at its disposal to the Consultant to assist the Consultant in the development of its required work under the contract. The Consultant may request other information in the City's possession which it deems relevant to its task as set forth herein. The City shall also furnish the following information if in City's possession or readily available: all boundary, right-of-way and utility surveys; easement and right-of-way descriptions; soil borings; probings and subsurface exploration; hydrographic surveys; laboratory tests and inspections of samples of materials in its possession.

2. The City shall provide input to Consultant with respect to all submissions and proposed specifications and shall direct the Consultant as to the proposed program of improvements, criteria for their use and construction budget information.

3. The City shall guarantee access to and make all necessary provisions for Consultant to enter upon public lands as required for Consultant to perform his work under this contract.
4. The City shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by Consultant and shall render in writing decisions pertaining thereto in order to provide general direction to Consultant within a reasonable time so as not to unreasonably delay the work of the Consultant. Approval of any design by City shall constitute authorization by City to proceed based upon said design.
5. The City shall advertise for proposals from bidders to construct the Project or part thereof, open the proposals at the appointed time and place and pay for all costs incidental thereto. Provided, however, nothing herein shall obligate City to execute a final construction contract or to construct the Project; provided further the City reserves the right not to move forward with the bidding procedure.
6. The City shall provide such legal, financial, accounting and insurance counseling services as may be required for the Project.
7. The City shall designate in writing a person to act as City's representative or to act for the City Manager where approvals and authorizations are required by the City Manager with respect to the work to be performed under this contract; such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the work covered by this contract.
8. The City shall give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project. However, City shall be under no obligation to inspect or analyze any defect or other nonconformity with the Contract documents in the Project or to inspect the Work for defects or non-conformities.
9. The City shall be the applicant for all approvals from all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project, unless otherwise provided in the construction contract for the project.
10. The City shall furnish or direct Consultant to provide, at City's expense, necessary additional services as stipulated in Exhibit "B"; attached and made a part hereto.
11. The City acknowledges that the Consultant shall rely on all documents and information provided by the City to the Consultant; and furthermore, that the Consultant will perform its services, taking into account all City provided information as being accurate and reliable.

SECTION 4. Termination

1. This Agreement may be terminated by the City upon 30 days' notice to Consultant without cause. Consultant may not terminate this Agreement except upon a breach by the City, which is not cured upon 30 days' notice to City. Further, this Agreement may be terminated by mutual agreement at any time or, if for a period of 2 years no work shall have been required or performed hereunder this contract shall be voidable at the option of either party. In the case of any termination, the Agreement shall immediately

terminate, provided Consultant shall be paid for work performed and costs incurred to the date of termination. Other covenants support the non-mutual provisions of this paragraph.

2. If this Agreement is terminated for any reason, then Consultant's sole remedy shall be payment for all work performed in accordance with this agreement to the termination date, provided it delivers to the City a copy of all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents to provide the City with the work product for which Consultant was paid. All said studies, reports, sketches, estimates, specifications, drawings, proposals and other documents shall be the property of the City for use as the City sees fit, provided that Consultant shall not be responsible or liable for any causes of action related to changes in or alterations to its work product.

SECTION 5. Consultant's Compensation

Consultant shall be compensated as defined in the attached Exhibits /Scope of Services to this document and future phases contained in work authorization documents approved by the City.

SECTION 6. General Terms

1. The work to be performed under this Contract shall in no case be assigned by Consultant except for City approved sub-consultants for structural, MEP and civil engineering, and irrigation system design or other services not related to architectural or landscape architectural design, all of whom shall be considered sub-consultants under the charge of Consultant, with no additional cost to City, which approval shall not be unreasonable withheld by City.

2. By execution of this contract, Consultant accepts full responsibility for performance of all conditions thereunder. Consultant assumes complete responsibility for the work of all entities or persons whom it retains, employs, subcontracts with, or associates in the performance of the work set forth herein. If Consultant uses the services of any sub-consultants, or other parties, or associates with any other entities or parties on the performance of the work required hereunder the use of such parties or entities or persons, or any negligent errors or omissions of those sub-consultants, entities or persons retained by Consultant shall not be a defense for lack of performance or any other cause of action related to the work. The failure to perform of any sub-consultants, or other parties or entities or persons having a contractual or other relationship with the Consultant (or its sub-consultants) shall not be a defense by the Consultant in any action by the City against Consultant or in any action where City claims that there is a defect in the work set forth herein; Consultant shall be fully responsible for the actions of all persons with whom it contracts or utilizes in the participation of the work performed herein. However nothing contained herein shall prohibit City from seeking damages from any other responsible parties.

SECTION 7. Quality of Work

Consultant shall provide a quality of work which shall provide competent and professional design, specifications, contract documents, and construction phase services to the standard of the architectural profession and such other professions (including engineering) involved in the Project, as fully intended for the purposes as set forth by the City and as set forth herein, and as would be expected of such a Project. It shall be Consultant's responsibility to review documents available relating to the Project, to review the site and site conditions, and to take any action which would be reasonably expected to provide the Consultant with knowledge necessary to develop a design and specifications, and follow through in the nature of construction phase services which will yield the result intended by the City.

SECTION 8. Work Products Required

Work products required for each scope of service shall be as set forth in Exhibits /Scope of Services to this document and future phases contained in work authorizations approved by the City.

SECTION 9. Time for Completion

Time for completion shall be as set forth in Exhibits /Scope of Services to this document and future phases contained in work authorizations approved by the City., which shall be binding on Consultant, except where delays are caused beyond the control of Consultant, or due to revision of the program of improvements or, design criteria which causes Consultant to revise previously approved and completed work.

SECTION 10. Ownership of Work Product

All work product as described above and as otherwise developed by Consultant shall be the property of the City. The City may use or distribute such work product in any way it deems appropriate. If such work products are modified or altered by the City or anyone else at City's request for any use other than their intended purpose the City shall indemnify and hold the Consultant harmless and shall defend the Consultant against any and all claims, causes of action or liability resulting from any such modification or alteration to Consultant's work product to the extent permitted by law.

SECTION 11. Indemnity

Consultant indemnifies and holds the City harmless and shall defend the City against any claims, causes of action, judgments or liability of whatsoever nature related to patent or copyright infringement related to the work designs and work product submitted pursuant to this Agreement.

Consultant shall indemnify and hold harmless City and City's officers and employees from any damage, liability, loss or cost, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant or other persons utilized by Consultant in performing the Services. This section shall survive the completion of the Project.

SECTION 12. Performance

All work performed by the Consultant, sub-consultants or those employed by consultant shall be of a professional quality which is the standard of the Architectural Profession and any other professional standards for other disciplines of any other sub-consultant or other parties employed by Consultant, and shall comply with the specific provisions contained herein.

SECTION 13. Insurance

Consultant shall comply with the insurance provisions defined in "Exhibit C"

SECTION 14. Construction Budget

Consultant shall design the program of proposed improvements to conform to the budget as determined by the City, including use of Bid Alternates (and shall make appropriate design modifications to achieve this budget) at no additional cost to City. Consultant is acknowledged not to be responsible for failure to receive responsive bids because of construction industry conditions. Based upon recommendations of the Consultant, City may direct the Consultant to delete or revise items from the program of proposed improvements if cost estimates provided by Consultants indicate that construction costs will likely exceed the construction budget.

SECTION 15. Compensation for Additional Services

It shall be the burden of the Consultant to immediately notify (in writing) City of any claim that compensation should be increased and to demonstrate that the conditions have occurred which warrant City's authorization for additional services. The guidelines for additional services and compensation are outlined in Exhibit B.

SECTION 16. No Work Stoppage As A Result Of Disputes: No Payment of Interest By City

No dispute by Consultant shall provide a basis for Consultant to stop performing its work except as provided under Section 4, Termination, and paragraph 1. However, disputes as to the proportion of work complete or the right to any additional compensation shall not obviate the requirement of City to pay the amount it believes is reasonably due Consultant. Non-payment within 30 days of non-disputed invoices shall be considered breach of contract under this agreement, subject to notice under Sec. 4 (1).

SECTION 17. Notices

All notices required herein shall be in writing and either hand delivered or mailed certified, return receipt requested, to the following person at the address listed unless changed by written notice:

CITY: CITY MANAGER
CITY OF AVENTURA
19200 W. COUNTRY CLUB DRIVE
AVENTURA, FLORIDA 33180

CONSULTANT: PROJECT MANAGER
BERMELLO, AJAMIL & PARTNERS, INC.
2601 SOUTH AYSHORE DRIVE, 10TH FLOOR
MIAMI, FLORIDA 33133

SECTION 18. Complete Agreement

This is the complete agreement between the parties and no alteration hereto shall be given effect unless contained in a written agreement executed with equal dignity.

SECTION 19. Warranties of Consultant

The Consultant hereby warrants and represents at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.

SECTION 20. Prohibitions against Contingent Fess

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 21. Governing Law

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Dade County, Florida. The parties hereby waive any right to a trial by jury concerning nay litigation between the parties which arises from this Agreement.

SECTION 22. Effective Date

This agreement shall be effective on the date the last party affixes its signature hereto.

AGREEMENT BETWEEN THE CITY OF AVENTURA AND BERMELLO, AJAMIL & PARTNERS, INC. for CONSULTING SERVICES FOR PARK DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES AND CONSTRUCTION ADMINISTRATION OF THE CITY OF AVENTURA NE 188TH STREET PARK

CITY OF AVENTURA

ATTEST

By:

Teresa M. Soroka, MMC
City Clerk

Eric M. Soroka, City Manager

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

CITY ATTORNEY

BERMELLO AJAMIL & PARTNERS, INC.

By: _____

Date: _____

EXHIBIT A**City of Aventura - N.E. 188th Street Park - Master Plan - Phase I
Prepared September 17, 2014****INTRODUCTION**

This proposal provides the City with a detailed Scope of Services for the Master Planning of the City's proposed park on N.E. 188th Street. The project site (1.5 Acres) is located on the south side of N.E. 188th Street immediately west of the new condominium project presently under construction called Echo. The site is presently utilized by the adjacent condominium development for a sales office, parking and construction trailers. The condominium development will vacate their leasing office/trailers in March 2015, and the City estimates construction of the park to begin in September 2015. The Echo Owner's will design and construct a waterfront pedestrian promenade across the entire water frontage along the south side of the site. This will be linked to the existing promenade to the West and a proposed promenade to the East. The City will provide the proposed plans for the walkway to the design team.

Following the approval of a preferred Master Plan and development program at the completion of Phase I, a detailed Scope of Services for Phase II will be developed to carry the project through Design Development, Construction Drawings and Construction Administration. This scope is limited to the Tasks associated with Phase One.

TEAM ORGANIZATION

On Attachment B, we have provided an organizational chart which illustrates the structure of the Design Team we propose for Phase I. The team members are the same members that were provided to the City of Aventura in our original response to the City's RFP #14-8-09-2.

SCOPE OF SERVICES

The Scope of Services for this Phase I assignment are based on the development of an overall park master plan with the following preliminary program:

- Multi purpose play field
- Playground for 2 to 5 year age group with shade cover
- Playground for 5 to 12 year age group with shade cover
- Outdoor multi station fitness area with shade cover
- Exercise/walking path
- Security fencing along park boundaries
- Security lighting
- Park signage
- Benches and waste receptacles
- Two picnic shelters

Note: Specific manufactures and design detail of individual program elements shall not be developed in the Phase I Scope and shall be developed in more detail in Phase II. Program elements shall be indicated conceptually in plan view only. This program is preliminary and other activities and uses may be added at the request of the City through the Phase I Master Planning process.

Task 1**Data Collection, Site Survey, Base Map Preparation and Analysis of Existing Park Conditions****Task 1-A Data Collection**

As the park site has already been developed for its present use, the first Task will be to establish which components of the existing site development, both from a hardscape and landscape point of view will remain available for park usage. (This will also be based on the agreement the City has with the adjacent developer) The Team will conduct a visual field study to determine the condition and location of all remaining landscape materials. If any components are to remain in place and require accurate locations, the City will commission an updated survey which is not included in this Scope of Services. (See Task 1-B) The City shall provide the Team all plans or concepts already developed for the park from previous studies.

Task 1-B Boundary and Topographic Survey

Although the City provided a 2012 survey of the site, the survey appears to have been completed prior to the removal of the Australian Pines and the construction of the present improvements to the property including the addition of a bulk head, paving, electrical service and landscaping. This scope includes the prepartion of a new boundary and topographic survey which shall include the establishment or resurrection of boundary corner monuments and location of perimeter boundary improvements within 5 feet of the boundary lines (Interior boundary improvements will not be located per Clients request). Services shall also include review of a Title Policy and plotting encumbrances listed in said Title Policy on the survey; however, the Client shall be responsible for supplying said Title Policy to Consultant together with hard copies of all the instruments listed in said Title Policy. Topographic data shall be obtained throughout the site on a 75 foot grid with obvious intermediate high and low areas obtained and at 25 foot intervals within the adjacent roadway (N.E. 188th Street). CONSULTANT shall field locate all native tree species over 4 inches in diameter at breast height (DBH). Common tree types and trunk diameters shall also be identified by the surveyor. Specific species identification will not be confirmed by an arborist unless further specified herein. The trees and identification will be depicted on the Boundary and Topographic Survey. Boundary and Topographic Survey shall conform to the Florida Standard of Practice as set forth by the Florida Board of professional Surveyors and Mappers (formerly in Chapter 5J-17 of the Florida Administrative Code), pursuant to Section 472.027 Florida Statutes.

Task 1-C Preparation of Base Map

B&A will prepare a base map for the park from information provided by the survey, the City, site visits, and aerial photos, with the purpose of using the base map for planning purposes.

Task 1-D Identification of opportunities and constraints

B&A will identify opportunities and constraints that may have an impact on the plan's development and any parameters the City may want to include in the Master Plan process.

Task 2**Team/City Staff Workshop and Site Visit**

Task 2.A Program Development and City Staff Workshop (to be combined into one meeting with Kick off Meeting)

Prior to the Staff Workshop, the B&A Team will review the program elements provided above and develop an additional series of program components suitable for possible inclusion into the Master Plan. The Design Team shall then meet with City staff for a workshop to discuss the opportunities and constraints for the overall site development.

The workshop will include the appropriate City staff and members from B&A and Keith and Associates.

Task 2.B Site Visit (to be held in conjunction with City Staff Workshop)

During the workshop, the Design Team members and City representatives will meet at the site for a tour of the existing facilities.

Task 3**Conceptual Master Plan Development Alternatives**

Based upon input from City staff and utilizing the confirmed program from Task 2, the Consultant shall develop two conceptual master plan options for the overall site. The plans will indicate the schematic location of walkways, structures and all paved areas for pedestrian access. The plans will be developed in full color with plant material illustrated at a conceptual level only. The Team Civil Engineer shall review the two plans and provide comments as they pertain to possible impacts of existing utilities and drainage. B&A shall modify the plans if required. Digital copies of the concept plans will be provided to City staff before any public presentations or workshops.

This scope does not include artistic 3D color illustrations of the concept plans. Preparation of all perspective renderings will be billed per rendering, see fee schedule for estimated amount per rendering.

Task 4**Community Workshop**

Following review of the two conceptual master plan options by City staff, the Consultant shall participate in a Community Workshop to obtain resident input on the two alternatives. The workshop will consist of a power point presentation by the Consultant to illustrate the master plan concepts with constructed examples of similar program elements from other locations. Each master plan alternative will be presented in full color plan view. The workshop participants will be surveyed on which alternative concept they prefer and requested to provide suggestions for additional program components to those illustrated on the master concept plans.

The City will coordinate the set up of the workshop including all notices and communication with the community. The City will provide the location for the Public Workshop.

**Task 5
Presentation to the Community Services Advisory Board**

The Consultant shall make a presentation to the City's Community Services Advisory Board of the two alternative concept plans presented to the public in Task 4. The Consultant shall obtain comments from the Advisory Board and incorporate into the selected plan where appropriate at the direction of City staff.

**Task 6
Refine Alternative Park Plan Design Concept**

The Consultant shall further refine, based on the community input gathered in the Community Workshop, Task 4, and comments gathered from the Community Services Advisory Board in Task 5 the selected alternative park master plan design concept. The preferred alternative plan shall be rendered in full color illustrating the approved program components.

**Task 7
Preferred Master Plan Estimated Probable Cost Estimate**

The Consultant shall prepare a detailed (as much detail as possible from the information provided on the Master Plan) magnitude of cost estimate for the preferred Master Plan. The scope does not include project schedules, reconciliations or estimate updates or revisions. Changes to the preferred plan caused due to the Cost Estimate shall be provided on a time and materials basis.

**Task 8
Presentation to City Commission**

The Consultant shall carry out a formal presentation to the City Commission of the preferred Concept Plan. A Power Point presentation outlining the various components of the preferred Master Plan will be presented. A 24"x36" hard copy of the plan will also be prepared for discussion purposes during the presentation. In addition, the probable costs associated with the preferred plan will be presented. If a revised plan is required due to input from the City Commission, this shall be provided on a time and materials basis.

**Task 9
Project Coordination and Meetings**

The Consultant shall attend project meetings and provide miscellaneous project coordination associated with the above tasks. This will include attendance at regular project meetings with the City and or the Design Team. Time associated with workshops and presentations are included in the scope and fees of each of the above Tasks where appropriate. Additional workshops or meetings with the community, elected officials, the Community Services Advisory Board or City representatives will be billed on an hourly basis as additional services.

DIRECT EXPENSES

All direct expenses are included in the above scope for each Task. This does not include items such as hotels and travel beyond trips to and from the site. All direct expenses involving hotel expenses and travel beyond the Aventura area will be billed at cost in addition to the fees listed below following approval for such expenses by the City.

COMPENSATION

Task 1

Task 1-A	Data Collection	\$ 885.00	Lump Sum
Task 1-B	Boundary and topographic Survey	\$ 4,600.00	Lump Sum
Task 1-C	Preparation of Base Map	\$ 750.00	Lump Sum
Task 1-D	Identification of Opportunities and Constraints	\$ 920.00	Lump Sum

Task 2

Task 2-A	Program Development and Staff Workshop		
Task 2-B	Site Visit	\$ 1,400.00	Lump Sum

Task 3

	Conceptual Master Plan Development Alternatives	\$ 6,560.00	Lump Sum
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Task 4

	Community Workshop	\$ 850.00	Lump Sum
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Task 5

	Presentation to the Community Services Advisory Board	\$ 650.00	Lump Sum
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Task 6

	Refine Alternative Park Plan Design Concept	\$ 1,100.00	Lump Sum
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Task 7

	Preferred Master Plan Estimated Probable Cost Estimate	\$ 3,237.00	Lump Sum
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Task 8

	Presentation to City Commission	\$ 900.00	Lump Sum
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Task 9

	Project Coordination and Meetings	\$ 920.00	Lump Sum
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TOTAL

\$ 22,772.00 Lump Sum

OPTIONAL TASK - 3D Renderings

\$ 3,000.00 EACH as needed

NOTES

- This scope does not include any detailed design development, construction drawings or perspective renderings.
- This scope does not include any permitting actions or meetings with agencies with jurisdiction over this site or the adjacent waters. This includes local, county, state or federal agencies.
- All fees provided in each Task are Lump Sum

-3D renderings are priced per rendering and the City will determine number to be provided if any. This fee may vary depending on selected views and rendering technique.

SCHEDULE

We are prepared to begin this project immediately upon notice to proceed. We estimate that from the NTP including the preparation of a new site survey, the total time frame to complete this Phase I is 11 weeks.

EXHIBIT B



PRIME CONSULTANT
BERMELLO AJAMIL & PARTNERS, INC.

LUIS AJAMIL, P.E.

RANDY HOLLINGWORTH

PRIME CONSULTANT
BERMELLO AJAMIL & PARTNERS, INC.

Landscape Architecture

KIRK J. OLNEY, RLA
ANDRÉS PIÑEDA

SUB-CONSULTANT TEAM

CIVIL ENGINEERING & SURVEYING
KEITH & ASSOCIATES, INC.

JAMES A. THIELE, P.E.
TRACI R. SCHEPPSKE, CGC, CM-BIM LEED AP
MICHAEL MOSSEY, PSM

CONSTRUCTION MANAGEMENT
CMS-CONSTRUCTION MANAGEMENT SVCS.SVCS.SERVICES

KEITH EMERY

EXHIBIT C

Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Miami-Dade County, Florida. The vendor shall pay all deductible amounts, if any. The vendor shall specifically protect the City and by naming the "City of Aventura" as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage. The official title of the certificate holder is the "City of Aventura." This official title shall be used in all insurance documentation.

The Contractor shall purchase and maintain, in full force and effect for the life of the contract, at contractor's sole expense, the following insurance policies:

1. A business automobile policy (including automobile liability, garage keepers, and garage liability) which covers any vehicles used in connection with this agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the contractor. Minimum limits for bodily/property damage liability shall be One Million Dollars (\$1,000,000) per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

2. A Comprehensive general liability policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations and independent contractors. Products and/or Completed Operations for contracts. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

INSURANCE REQUIREMENTS

3. A workers' compensation and employer's liability policy which covers all of the contractor's employees to be engaged in work on this contract as specified by and in accordance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

The contractor acknowledges that the City will not be held responsible for Workers' Compensation or medical care for any/all of the contractor's employees.

4. A crime policy or fidelity bond covering, among other things: theft, employee dishonesty, or embezzlement. The policy or bond shall have minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The City of Aventura shall be named as additional insured on policies listed as 1-4 of the contractor's above required policies of insurance except for the Workers' Compensation insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the City Manager.

The contractor agrees to indemnify, defend and hold harmless the City of Aventura from and against any and all claims, suits, judgments, executions, and/or liabilities as to bodily injuries and/or property damages which arise or grow out of this contract or contractors performance or operations hereunder. Notwithstanding any other provisions of this solicitation, it is hereby provided that to the extent that Sec. 725.08, F.S., is applicable, the selected contractor/ vendor shall indemnify and hold harmless the City and City's officers and employees solely to the fullest extent authorized by Sec. 725.08(1), F.S., which shall be deemed to be incorporated herein.

The contractor shall, in its contract with the City, be required to indemnify and hold harmless the City and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the City or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from the provision of professional services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The City shall require that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and its officers, employees, agents or instrumentalities as herein provided.

Copies of all policies or certificates of such insurance shall be delivered to the City, and said documentation shall provide for the City to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

The Contractor shall also, upon request by the City, provide copies of all official receipts and endorsements as verification of contractor's timely payment of each insurance policy premium as required by this contract.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of the vendor is completed. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation, and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

The City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If the vendor uses a subcontractor, then the vendor shall ensure that subcontractor names the City as an additional insured.

CITY OF AVENTURA

COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

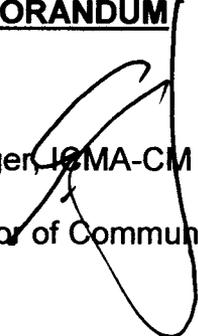
TO: City Commission

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

BY: Robert M. Sherman, Director of Community Services

DATE: September 22, 2014

SUBJECT: **Bid No. 14-09-15-2: Municipal Transit Services**



October 7, 2014 City Commission Meeting Agenda Item 5-G

Recommendation:

It is recommended that the City Commission adopt a Resolution awarding Bid No. 14-09-15-2, Municipal Transit Services, to the lowest responsible and responsive bidder, Limousines of South Florida, Inc for the annual price of **\$821,016**.

Background:

In accordance with State Statutes and the City's Purchasing Ordinance, bids for this service were solicited, advertised, and opened on September 22, 2014. All contract specifications were reviewed and approved by the City Attorney prior to advertising. This bid was advertised via Demand Star, an online service. Two qualified bidders responded: Limousines of South Florida, Inc. (the City's current transit contractor) and MV Transportation Inc. with Limousines of South Florida, Inc. submitting the lowest responsive and responsible bid.

Limousines of South Florida, Inc.:	\$821,016 per year
MV Transportation, Inc.:	852,559 per year

The bid specifications provides for public transit services for five shuttle bus routes per day, operating six days per week, Monday through Saturday, starting at 7:45 AM for four routes, and ending at approximately 6:30 PM on weekdays. On Saturday evenings, service includes two shuttle buses running until 9 PM.

A brief analysis of the Limousines of South Florida Inc. bid is as follows:

Aventura Express Shuttle Bus fixed route service:	\$821,066
Hourly rate per shuttle bus:	\$54.00 per hour
32 passenger bus for senior trips:	\$48.00 per hour
Additional service for special events:	\$48.00 per hour

The low bid of \$821,016 represents an increase of \$142,000 or 20.9% over the current contract of \$679,010 that was bid almost six years ago in January 2009. This price has remained the same since January 2009 and not been increased in six years, (the initial three year Agreement and subsequent 3 year extension) which expires in March 2015. The terms and prices of the current Agreement will remain in effect until March 2, 2015 when the new Agreement takes effect.

The \$71,000 impact on the budget effective October 1, 2014 will be absorbed by the Transportation and Street Maintenance Fund reserve.

The bid award is for a three (3) year term starting on March 2, 2015, and provides for one additional two (2) year extension, subject to the approval of the City Manager. The five month lead time from bid award to the start of the new Agreement is necessary as it takes several months to order, build and deliver the six (6) new buses that will be in service on March 2, 2015.

The bid specifications also require that new shuttle buses be provided at the start of the contract. The specifications also require that all buses shall conform to ADA standards, have wheelchair access, and all drivers shall complete ADA compliance and customer service training. The vendor shall also supply the City with radios so we can communicate directly with dispatch and drivers, if necessary.

Continuing the City's Go Green initiative, the bid specifications required that all bidders use B20 biodiesel fuel, which is a 20% fuel blend using plant oils, animal fats, and recycled cooking oils. This fuel produces lower emissions and uses recycled fuel sources.

As part of the City's efforts to provide better customer service, an automated vehicle locator system is included to track the buses on a real time basis. This provides real time information as to the location of each bus, and if it's conforming to the schedule and route. This is accomplished using GPS for each bus and web based software.

Our transit consultant, Joel Volinski, Director of the Center for Urban Transportation Research (CUTR) located at the University of South Florida has reviewed the bids and has recommended that the City award the bid to the lowest responsible and responsive bidder, Limousines of South Florida.

If more information is needed, or if there are additional questions, please contact the City Manager.

Attachments

RESOLUTION NO. 2014-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 14-09-15-2, MUNICIPAL TRANSIT SERVICES, TO LIMOUSINES OF SOUTH FLORIDA, INC. AT THE BID PRICE OF \$821,016.00 AUTHORIZING THE CITY MANAGER TO EXECUTE ASSOCIATED CONTRACTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR THE APPROPRIATION AND ALLOCATION OF FUNDS FOR SAID BID AWARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager has, pursuant to the various laws of the State of Florida and the Code of the City of Aventura, properly solicited and accordingly accepted bids for BID NO. 14-09-15-2, Municipal Transit Services; and

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

WHEREAS, staff has determined that Limousines of South Florida, Inc. has submitted the lowest responsible and responsive bid for said project/work; and

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

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

Section 1: That bid/contract for BID NO. 14-09-15-2, Municipal Transit Services, is hereby awarded to Limousines of South Florida, Inc. in the amount of \$821,016.00.

Section 2: That the City Manager is hereby authorized to execute, on behalf of

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

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

Section 4: That the funds to be allocated and appropriated pursuant hereto and for the purpose of carrying out the tenets of this Resolution shall be from the General Fund Line Item No. 001-5001-539-3455 and Transportation and Street Maintenance Fund Line Item No. 120-5001-541-3455.

Section 5: This Resolution shall be effective immediately upon its adoption.

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

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

**CITY OF AVENTURA
BID TABULATION
MUNICIPAL TRANSIT SERVICES**
Bid # 14-09-15-2

Bid Opening After 2:00 pm on Monday, September 22, 2014

		Limousines of South Florida	MV Transportation Inc.
A.	TOTAL ANNUAL FEE FOR EACH TWELVE MONTH PERIOD FOR FIXED ROUTE SERVICE	\$821,016.00	\$852,589.00
B.	PER HOUR COST FOR FIXED-ROUTE MINIBUS SERVICE AS REQUESTED BY THE CITY	\$ 54.00	\$ 56.08
C.	PER HOUR COST OF 32 PASSENGER BUS SERVICE FOR CITY SENIOR TRAVEL PROGRAMS TO AREA ATTRACTIONS AND MUSEUMS, ETC; APPROXIMATELY 12 PER YEAR	\$ 48.00	\$ 75.20
D.	PER HOUR COST OF MINI BUS SERVICE FOR SPECIAL EVENTS WITHIN THE CITY	\$ 48.00	\$ 56.08
	Providing Mini Bus Service using Alternate Fuels		
	Propane	Annual Fee N/A	Hourly Fee N/A
	Compressed Natural Gas	Annual Fee N/A	Hourly Fee N/A
	Hybrid-Electric	Annual Fee N/A	Hourly Fee N/A
	Electric	Annual Fee N/A	Hourly Fee N/A
Alternate # 1:	As the Total additional fee Per Hour for providing service using Low Floor Buses (Indicate Mfg. & Model confirm it has been Altoona tested as a 7 year vehicle)	N/A	\$8.33
Alternate # 2:	AS THE TOTAL ADDITIONAL FEE PER HOUR FOR PROVIDING AUTOMATED PASSENGER COUNTING CAPABILITY AND INFORMATION AS DESCRIBED IN SECTION 3 OF 3.5 (4) OF THE SPECIAL CONDITIONS	\$1.00	\$0.66
Alternate # 3:	AS THE TOTAL ADDITIONAL FEE PER HOUR FOR PROVIDING SECURITY CAMERAS AS DESCRIBED IN SECTION 3.3.2.2 (P) OF THE SPECIAL CONDITIONS	\$0.50	\$0.39

Offers listed from the vendors herein are the only offers received timely as of the above opening date and time. All other offer submitted in response to this solicitation, if any, are hereby rejected as late.



INDRA SARJU, PURCHASING AGENT

Sept. 22, 2014
DATED

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: September 29, 2014

SUBJECT: **Law Enforcement Mutual Aid Agreement Between the City and the Bal Harbour Village**



October 7, 2014 City Commission Meeting Agenda Item 5-H

RECOMMENDATION

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

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

CCO1861-14

RESOLUTION NO. 2014-__

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 VILLAGE OF BAL HARBOUR 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 Village of Bal Harbour 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.

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 Michael Stern	_____
Commission Howard Weinberg	_____
Commissioner Luz Urbaz Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 7th day of October, 2014.

SUSAN GOTTLIEB, Mayor

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk this ____ day of October, 2014.

CITY CLERK

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN THE CITY OF AVENTURA AND
THE BAL HARBOUR VILLAGE, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this ____ day of _____, 2014 (Effective Date), by and between the BAL HARBOUR VILLAGE, FLORIDA, a municipal corporation having its principal office at 655 96 Street, Bal Harbour Village, Florida 33154, and the City of Aventura, having its principal office at 19200 West Country Club Drive, Aventura, FL 33180, state as follows:

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

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

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Aventura and the Bal Harbour Village, Florida; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, 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 emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the City of Aventura and the Bal Harbour Village have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Sections 23.12-23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") for law enforcement service which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

NOW THEREFORE, BE IT KNOWN that the City of Aventura and the Bal Harbour Village, 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 Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigation as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Cooperation 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 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, aircraft, canine, motorcycle, 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.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee.
2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will 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.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative 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.

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.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's arrival, 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. This provision, so prescribed in this paragraph, shall not 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 and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers, and the respective parties,

police officers and authority are limited to those instances where the subject matter of the investigation originates inside the municipal city limits.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency. 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.

SECTION V. CONFLICTS

Whenever an officer is rendering assistance pursuant to this Cooperation 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 standard 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.

SECTION VI. 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 Cooperation Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

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

If it is determined 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 VII. LIABILITY

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

SECTION VIII. POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES

(a) Employees of the City of Aventura and the Bal Harbour Village, 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) of the Florida Statutes (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 Cooperation 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) A party that furnishes equipment pursuant to this Cooperation 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 agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

(e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's 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 Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve 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.

(g) Should the City of Aventura receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Bal Harbour Village shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(h) Should the Bal Harbour Village receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of Aventura shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(i) The Parties acknowledge that the Bal Harbour Village is authorized to pursue any property seized pursuant to the Florida Contraband Forfeiture Act for any mutual aid event occurring in the Bal Harbour Village. The Bal Harbour Village shall have the exclusive authority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event occurring in the Bal Harbour Village that is covered by this Cooperation Agreement. The Bal Harbour Village upon successfully prosecuting a forfeiture action, shall equitably share in those proceeds seized, with the City of Aventura, as acceptable by the Chief of Police for the Bal Harbour Village and the Chief of Police for the City of Aventura.

Additionally, the Parties acknowledge that the City of Aventura is authorized to pursue any property seized pursuant to the Florida Contraband Forfeiture Act for any event occurring in the City of Aventura. The City of Aventura shall have the exclusive authority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event occurring in the City of Aventura that is covered by this Cooperation Agreement. The City of Aventura, upon successfully prosecuting a forfeiture action, shall equitably share in those proceeds seized, with the Bal Harbour Village, as acceptable by the Chief of Police for the Bal Harbour Village and the Chief of Police for the City of Aventura.

SECTION IX. INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a) of the Florida Statutes (2010), in an amount which is, in the judgment of the governing body of that party, 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 notice or actual knowledge of such change.

SECTION X. EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until January 31, 2020. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION XI. CANCELLATION

Either party may cancel its participation in this Agreement at any time upon delivery of written notice to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2014

BAL HARBOUR VILLAGE, FLORIDA

CITY OF AVENTURA, FLORIDA

MARK N. OVERTON
POLICE CHIEF

STEVE STEINBERG
POLICE CHIEF

Date: _____

Date: _____

JORGE M. GONZALEZ
CITY MANAGER

ERIC M. SOROKA
CITY MANAGER

Date: _____

Date: _____

MAYOR JEAN ROSENFELD

MAYOR SUSAN GOTTLIEB

Date: _____

Date: _____

ATTEST:

VILLAGE CLERK

TERESA M. SOROKA, MMC, CITY CLERK

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: September 14, 2014

SUBJECT: Request of Clear Channel Outdoor
Revision to Condition 5. of the variance approval granted through
Resolution No. 2003-06 relating to the commercial advertising sign at Ne
203 Street and Biscayne Boulevard (01-MRC-14)

October 7, 2014 City Commission Meeting Agenda Item 6-A

RECOMMENDATION

It is recommended that the City Commission approve the requested revision to Condition 5. of the variance approval granted through Resolution No. 2003-06, as modified by Resolutions Nos. 2005-70 and 2007-23, to extend the expiry date of the variance approval from January 6, 2015 to January 6, 2020, upon the following conditions:

1. That the applicant record, at its expense and in a form satisfactory to the City Manager and the City Attorney, a modification to the covenant recorded pursuant to Resolution No. 2003-06 to extend the expiry date from January 6, 2015 to January 6, 2020.
2. That all conditions of Resolution No. 2003-06, Resolution No. 2005-70 and Resolution No. 2007-23 which are not revised through this approval shall remain the same and in full force and effect.

THE REQUEST

The applicant, Clear Channel Outdoor, is requesting modification to Condition 5. of the approval granted through Resolution No. 2003-06 to extend the expiry date of the variance approvals from January 6, 2015 to January 6, 2020.

BACKGROUND

The applicant's letter of intent, a location plan, the original Resolution No. 2003-06 and its amendments, namely, Resolution No. 2005-70 and Resolution No. 2007-23 are attached as Exhibits #1, #2, #3, #4 and #5 respectively to this report.

I. Original Variance Approval

On January 7, 2003, the applicant was granted variance approval through Resolution No. 2003-06 to modify an existing commercial advertising sign and to elevate the sign to an overall height of 55 feet. This sign is located at the southwest corner of Biscayne Boulevard and NE 203 Street (Ives Dairy Road). The 2003 approval was granted upon the following conditions:

- 1) *Plans shall substantially comply with that submitted as follows:*
 - *Specific Purpose Survey, Clear Channel Outdoor Inc., Sheet 1 of 1, prepared by Bloomster Professional Land Surveyors Inc., dated 4/12/02, revised 4/23/02, 7/11/02, 9/27/02, 10/30/02 and 12/10/02, signed and sealed.*
- 2) *Permits shall be obtained within twelve (12) months of the date of the Resolution or the approvals granted shall be deemed null and void unless extended by a motion of the City Commission.*
- 3) *The applicant agrees to fulfill all of its obligations defined in Section II of the agreement made between Clear Channel Outdoor Inc. and the City of Aventura dated September 3, 2002. These obligations include, but are not limited to, the following:*
 - i. *The applicant will demolish and completely remove, within 30 days of issuance of permits, Billboards Nos. 1 and 6 depicted on Exhibits "B" and "C" respectively to this Resolution, prior to modification of Billboard No. 2 depicted on Exhibit "D" to this Resolution.*
 - ii. *The applicant will advise Florida East Coast Railway Company, within 10 days of the date of this Resolution, that it has no objection to the obstruction, if any, of visibility of certain billboards which are situated upon the ground or upon buildings or structures located on or near the FEC right of way in the vicinity of Biscayne Boulevard and NE 187 Street.*
 - iii. *No replacement of Billboards No. 1 and No. 6 will be installed.*
 - iv. *No further billboards will be installed at any location in the City of Aventura.*
- 4) *As proffered by the applicant at the November 21, 2002 City Commission workshop meeting, the applicant voluntarily agreed to the imposition of a condition, herein imposed, to be further supported by applicant's recordable covenant to the City, that no advertisement for "adult use" as defined in Section*

31-21 of the City's Land Development Regulations shall be placed on the subject sign.

- 5) As proffered by the applicant at the January 7, 2003 Commission meeting, the applicant voluntarily agreed to the imposition of the condition, herein imposed, to be further supported by the applicant's recordable covenant to the City, that the variance granted by this Resolution shall expire on a date which is twelve years after the date of adoption of this Resolution, to-wit: January 6, 2015 (the "Expiration Date"), and Billboard No. 2, as modified and elevated pursuant to this variance, shall be completely demolished and removed by the applicant or applicant's successors on or before the Expiration Date.*
- 6) The applicant shall provide its recordable covenant to the City that it and its successors will not object to the existing or any future landscaping in the center median of Biscayne Boulevard in the vicinity of the subject sign and confirming irrevocably that the applicant has no objection to any existing City landscaping in the FEC right-of-way at any location in the City.*
- 7) That the form and substance of the covenants described in Conditions numbered 4), 5) and 6) above shall be subject to the approval of the City Attorney. The covenants are required prior to permit issuance.*

Conditions 1) through 7) were fulfilled. Building permits were obtained within 12 months of the date of the resolution. The covenant was recorded as required.

The plan approved in Condition 1) of this 2003 resolution indicated that the entire rear (west) side of the billboard was to be "blacked out" except that a "Welcome to the City of Aventura" sign may be erected on this side of the sign at the City's option.

II. Variance Revision Approval in 2005

In September of 2005, the applicant requested use of the southern-most panel of the rear (west) face of the sign. The applicant entered into an amended agreement with the City by which the applicant agreed to dedicate and pay to the City at least fifty (50%) percent of all net revenue received from the use of the southern most panel of the billboard back for commercial advertising purposes, payable in monthly installments to be utilized by the City for operational or capital expenses of the City of Excellence Charter Schools. The agreement was approved by the City Commission through Resolution No. 2005-39 on September 6, 2005. The applicant agreed that the billboard back would not be used for advertising that includes or refers to alcoholic beverages, tobacco products, pari-mutuel gaming, adult entertainment uses or any use that is reasonably objectionable to the City. The northern most panel was reserved for the "Welcome to the City of Aventura" sign. The agreement expressly recognized that further revision to the requirements concerning use of the billboard back may be subsequently authorized by the City Commission and provided that the agreement would be effective only in the event the City Commission granted the requested

modification of the condition in accordance with the pertinent variance condition modification criteria in Section 31-76 of the City Code and the quasi-judicial procedures of the City.

In accordance with the modification criteria and quasi-judicial procedures of the City, the requested modification was approved through Resolution No. 2005-70.

III. Variance Revision Approval in 2007

In April of 2007, the applicant requested revision to the previous variance approvals to use of the entire rear (west) face of the sign for commercial advertising purposes. It entered into a further agreement with the City which provided that one-half of the net revenue derived from the placement or sale of advertising, in an amount not less than \$150,000 of annual revenue received by the applicant from the billboard back be paid to the City, for the City's use for any City purposes as determined by the City Manager. The agreement contains restrictions similar to the 2005 agreement concerning the type of advertising. The agreement was approved by the City Commission on April 10, 2007 through Resolution No. 2007-20 with the condition that it be effective only in the event the City Commission grants the requested variance revision application. In accordance with the variance modification criteria in Section 31-76 of the City Code and in accordance with the quasi-judicial procedures of the City, the variance revision was approved by the City Commission on May 1, 2007 through Resolution No. 2007-23.

IV. Current Revision Request

The current revision request by the applicant is to extend the expiry date of the variance approval for a further five years, from January 6, 2015 to January 6, 2020. The original resolution in 2003 contained the condition that the approval expires on January 6, 2015 and that the billboard must be completely demolished and removed on or before this expiration date. This condition may be revised through the modification criteria in Section 31-76(h)(1) of the City Code and through the quasi-judicial procedures of the City.

Specifically, the requested revision to Condition 5. of Resolution No. 2003-06 is as follows:

from:

"5) As proffered by the applicant at the January 7, 2003 Commission meeting, the applicant voluntarily agreed to the imposition of the condition, herein imposed, to be further supported by the applicant's recordable covenant to the City, that the variance granted by this Resolution shall expire on a date which is twelve years after the date of adoption of this Resolution, to-wit: January 6, 2015 (the "Expiration Date"), and Billboard No. 2, as modified and elevated pursuant to this variance, shall be completely demolished and removed by the applicant or applicant's successors on or before the Expiration Date."

to:

“5) As requested by the applicant through Application No. 01-MRC-14, the applicant voluntarily agrees to the imposition of the condition, herein imposed, to be further supported by the applicant’s recordable covenant to the City, that the variance granted by this Resolution shall expire on January 6, 2020 (“the Expiration Date”), and Billboard No. 2, as modified and elevated pursuant to this variance, shall be completely demolished and removed by the applicant or applicant’s successors on or before the Expiration Date.”

The terms and conditions of the existing agreement dated April 10, 2007 between the City and Clear Channel Outdoor Inc. remain in effect.

ANALYSIS:

Section 31-76(f) of the City’s Land Development Regulations provides that the City Commission may impose such conditions and restrictions upon the premises benefited by a variance as may be necessary to comply with the standards of review and to prevent or minimize adverse effects on other property in the neighborhood.

The standards of review for variances for the commercial advertising sign were demonstrated to be satisfied by Resolution No. 2003-06. The applicant has fulfilled the conditions of that resolution. It has also fulfilled the conditions as amended by subsequent revisions approved through Resolutions No. 2005-70 and 2007-23. Staff therefore recommends approval of the request to modify Condition 5. of Resolution No. 2003-06 to extend the expiry date of the variance approval from January 6, 2015 to January 6, 2020.

This revision application has been advertised in accordance with Section 31-71 of the City Code. As of the date of writing of this report, no public comments have been received.



August 28, 2014

City of Aventura
19200 West Country Club Drive
Aventura FL 33180

Re; Letter of Intent regarding Public Hearing Application to Modify
condition #5 of Resolution #2003-06

Ladies/Gentlemen:

The Applicant, Clear Channel Outdoor, Inc., a Delaware corporation registered in Florida as CC Outdoor, Inc. ("Clear Channel") applies for a modification of Resolution 2003-06 ("Resolution") to extend the time for use of the billboard from January 6, 2015 to January 6, 2020 located on the Southwest corner of Biscayne Boulevard (US1) and Ives Dairy Road. In order to induce the City of Aventura ("City") to grant the modification, Clear Channel agrees that fifty percent (50%) of all net revenues generated by any advertisements placed on the Billboard Back would be paid to the City for use in its Excellence Charter Schools of the City.

Further, Clear Channel agrees that its obligations and restrictions as set forth in its September 3, 2000 agreement with the City and in the Resolutions except to the extent as amended by any modification of Resolution adopted by the City Commissioners shall be applicable to the Billboard Back. In addition, Clear Channel shall prepare certified mailing labels for properties within a 300 foot radius of the Billboard Back and deliver to the City duly executed Representative and Business Relationship Affidavits in form and substance acceptable to the City.

The granting of the modification would benefit both the City and Clear Channel and be in keeping with the spirit of the Resolution.

Very truly yours,

Clear Channel Outdoor, Inc.

BY: 

Title: President, CCMI, LLC

Exhibit 1
01-MRC-14

305	592 • 6250 Tel
	477 • 0743 Fax

RESOLUTION NO. 2003-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING APPROVAL OF A VARIANCE FROM SECTION 31-193(e)(1) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ALLOW MODIFICATION TO A COMMERCIAL ADVERTISING SIGN LOCATED ON THE EAST SIDE OF THE FLORIDA EAST COAST RAILWAY TRACKS SOUTH OF IVES DAIRY ROAD, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property described herein is zoned U, Utilities District; and

WHEREAS, the applicant, Clear Channel Outdoor Inc., through Application No. 01-VAR-03, is requesting a variance from Section 31-193(e)(1) of the City's Land Development Regulations to allow the existing commercial advertising sign to be modified and elevated, where the City Code provides that no legally non-conforming commercial advertising sign may be moved, altered or replaced; and

WHEREAS, following proper notice, the City Commission has held a public hearing as provided by law; and

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

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

Section 1. Application for a variance from Section 31-193(e)(1) of the City's Land Development Regulations to allow an existing commercial advertising sign to be modified and elevated to an overall height of 55 feet measured from the bottom of the base of the support structure to the top of the sign face, where the City Code provides

that no legally non-conforming commercial advertising sign may be moved, altered or replaced, on property legally described as follows:

A portion of Section 35, Township 51 South, Range 42 East, Miami-Dade County, Florida, being a portion of the lands owned by the Florida East Coast Railway Company lying west of Biscayne Boulevard and south of Ives Dairy Road, City of Aventura and more particularly described in Exhibit "A" to this Resolution

is hereby granted to the applicant, subject to the following conditions:

- 1) Plans shall substantially comply with that submitted as follows:
 - Specific Purpose Survey, Clear Channel Outdoor Inc., Sheet 1 of 1, prepared by Bloomster Professional Land Surveyors Inc., dated 4/12/02, revised 4/23/02, 7/11/02, 9/27/02, 10/30/02 and 12/10/02, signed and sealed.
- 2) Permits shall be obtained within twelve (12) months of the date of the Resolution or the approvals granted shall be deemed null and void unless extended by a motion of the City Commission.
- 3) The applicant agrees to fulfill all of its obligations defined in Section II of the agreement made between Clear Channel Outdoor Inc. and the City of Aventura dated September 3, 2002. These obligations include, but are not limited to, the following:
 - i. The applicant will demolish and completely remove, within 30 days of issuance of permits, Billboards Nos. 1 and 6 depicted on Exhibits "B" and "C" respectively to this Resolution, prior to modification of Billboard No. 2 depicted on Exhibit "D" to this Resolution.
 - ii. The applicant will advise Florida East Coast Railway Company, within 10 days of the date of this Resolution, that it has no objection to the obstruction, if any, of visibility of certain billboards which are situated upon the ground or upon buildings or structures located on or near the FEC right of way in the vicinity of Biscayne Boulevard and NE 187 Street.
 - iii. No replacement of Billboards No. 1 and No. 6 will be installed.
 - iv. No further billboards will be installed at any location in the City of Aventura.
- 4) As proffered by the applicant at the November 21, 2002 City Commission workshop meeting, the applicant voluntarily agreed to the imposition of a

condition, herein imposed, to be further supported by applicant's recordable covenant to the City, that no advertisement for "adult use" as defined in Section 31-21 of the City's Land Development Regulations shall be placed on the subject sign.

- 5) As proffered by the applicant at the January 7, 2003 Commission meeting, the applicant voluntarily agreed to the imposition of the condition, herein imposed, to be further supported by the applicant's recordable covenant to the City, that the variance granted by this Resolution shall expire on a date which is twelve years after the date of adoption of this Resolution, to-wit: January 6, 2015 (the "Expiration Date"), and Billboard No. 2, as modified and elevated pursuant to this variance, shall be completely demolished and removed by the applicant or applicant's successors on or before the Expiration Date.
- 6) The applicant shall provide its recordable covenant to the City that it and its successors will not object to the existing or any future landscaping in the center median of Biscayne Boulevard in the vicinity of the subject sign and confirming irrevocably that the applicant has no objection to any existing City landscaping in the FEC right-of-way at any location in the City.
- 7) That the form and substance of the covenants described in Conditions numbered 4), 5) and 6) above shall be subject to the approval of the City Attorney. The covenants are required prior to permit issuance.

Section 2. The City Manager is authorized to cause the issuance of permits in accordance with the approvals and conditions herein provided and to indicate such approvals and conditions upon the records of the City.

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

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

Commissioner Arthur Berger	yes
Commissioner Jay Beskin	yes
Commissioner Ken Cohen	yes
Commissioner Manny Grossman	yes
Commissioner Patricia Rogers-Libert	no
Vice Mayor Harry Holzberg	no
Mayor Jeffrey M. Perlow	no

PASSED AND ADOPTED this 7th day of January, 2003.



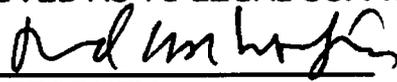
JEFFREY M. PERLOW, MAYOR

ATTEST:



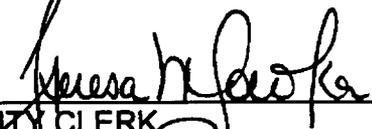
TERESA M. SOROKA, CMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk this 9 day January, 2003



CITY CLERK

EXHIBIT A TO RESOLUTION NO. 2003-06

LEGAL DESCRIPTION OF LAND

The Florida East Coast Railway right of way lying in a portion of Section 35, Township 51 South, Range 42 East, commencing at the southwest corner of the southwest $\frac{1}{4}$ of Section 35, thence N 87 degrees E, 598.23 feet, thence N 02 degrees W, 820.57 feet, thence N 87 degrees E, 100 feet for the point of beginning,

Thence N 02 degrees W, 1640.18 feet southeasterly ad 311.84 feet, thence S 02 degrees E 200 feet southeasterly ad 313.20 feet, thence S 02 degrees E, 400 feet southeasterly ad 154.21 feet, thence S 00 degrees E 109.51 feet southeasterly

Miami-Dade County, Florida

RESOLUTION NO. 2005-70

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA MODIFYING CONDITION 1) OF THE APPROVAL GRANTED THROUGH RESOLUTION NO. 2003-06 ADOPTED JANUARY 7, 2003 TO MODIFY THE APPROVED PLAN TO PERMIT COMMERCIAL ADVERTISING ON THE SOUTHERN MOST PANEL OF THE REAR (WEST) FACE OF THE SIGN LOCATED AT THE SOUTHWEST CORNER OF BISCAYNE BOULEVARD AND IVES DAIRY ROAD, CITY OF AVENTURA, ON PROPERTY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Clear Channel Outdoor Inc., was granted variance approval by Resolution No. 2003-06 adopted by the City Commission of the City of Aventura on January 7, 2003 to modify a commercial advertising sign, subject to certain conditions contained in the Resolution; and

WHEREAS, the applicant, through Application No. 01-MRC-05, is requesting a revision to Condition 1) of Resolution No. 2003-06 to permit commercial advertising on the southern most panel of the rear (west) face of the sign, where the Resolution provides that no advertising other than a "Welcome to the City of Aventura" sign may be placed on the rear face of the sign.

WHEREAS, following proper notice, the City Commission has held a public hearing, as provided by law; and

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

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

Section 1. The applicant's request to modify Condition 1) of the variance previously granted by Resolution No. 2003-06 from:

"1) Plans shall substantially comply with that submitted as follows:

- Specific Purpose Survey, Clear Channel Outdoor Inc., Sheet 1 of 1, prepared by Bloomster Professional Land Surveyors Inc., dated 4/12/02, revised 4/23/02, 7/11/02, 9/27/02, 10/30/02 and 12/10/02, signed and sealed."

to:

**Exhibit 4
01-MRC-14**

"1) Plans shall substantially comply with that submitted as follows:

- Specific Purpose Survey, Clear Channel Outdoor Inc., Sheet 1 of 1, prepared by Bloomster Professional Land Surveyors Inc., dated 4/12/02, revised 4/23/02, 7/11/02, 9/27/02, 10/30/02, 12/10/02 and 9/14/05, signed and sealed."

on property legally described in Exhibit "A" to this resolution, is hereby approved subject to the following conditions:

1. All conditions of Resolution No. 2003-06 not revised through this approval shall remain the same and in full force and effect; and
2. All advertising on the rear (west) face of the sign will comply with the terms of the agreement made between the applicant and the City approved by Resolution No. 2005-39 on September 6, 2005.

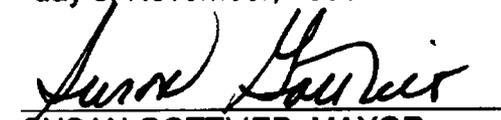
Section 2. The City Manager is authorized to cause the issuance of permits in accordance with the approvals and conditions herein provided and to indicate such approvals and conditions upon the records of the City.

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

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

Commissioner Zev Auerbach	yes
Commissioner Bob Diamond	yes
Commissioner Harry Holzberg	yes
Commissioner Michael Stern	yes
Commissioner Luz Urbáez Weinberg	yes
Vice Mayor Billy Joel	yes
Mayor Susan Gottlieb	yes

PASSED AND ADOPTED this 1st day of November, 2005.



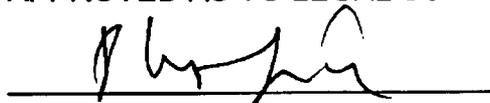
SUSAN GOTTLIEB, MAYOR

ATTEST:



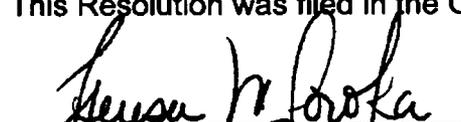
TERESA M. SOFOKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk this 2nd day of November, 2005.



CITY CLERK

RESOLUTION NO. 2007- 23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA MODIFYING CONDITION 2. OF THE APPROVAL GRANTED THROUGH RESOLUTION NO. 2005-70 PASSED NOVEMBER 1, 2005 SO AS TO NOW PERMIT COMMERCIAL ADVERTISING ON THE ENTIRE REAR (WEST) FACE OF THE SIGN LOCATED AT THE SOUTHWEST CORNER OF BISCAYNE BOULEVARD AND IVES DAIRY ROAD, CITY OF AVENTURA, ON PROPERTY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Clear Channel Outdoor Inc., was granted variance approval by Resolution No. 2003-06 adopted by the City Commission of the City of Aventura on January 7, 2003 to modify a commercial advertising sign, subject to certain conditions contained in the Resolution; and

WHEREAS, the applicant was granted a modification of Condition 1) by Resolution No. 2005-70, to permit commercial advertising on the southern most panel of the rear (west) face of the sign, where the condition of Resolution No. 2003-06 provided that no advertising other than a "Welcome to the City of Aventura" sign may be placed on the rear face of the sign; and

WHEREAS, the applicant, through Application No. 01-MRC-07, is requesting a modification to Condition 2. of Resolution No. 2005-70, to permit commercial advertising on the entire rear (west) face of the sign; and

WHEREAS, following proper notice, the City Commission has held a public hearing, as provided by law; and

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

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

Section 1. The applicant's request to modify Condition 2. of Resolution No. 2005-70 from:

"2. All advertising on the rear (west) face of the sign will comply with the terms of the agreement made between the applicant and the City approved by Resolution No. 2005-39 on September 6, 2005"

to:

"2. All advertising of the rear (west) face of the sign will comply with the terms of an agreement made between the applicant and the City approved by Resolution No. 2007-20 on April 10, 2007"

on property legally described in Exhibit "A" to this resolution, is hereby approved subject to the following conditions:

1. All of those conditions of Resolution No. 2003-06 and Resolution No. 2005-70 which are not revised through this approval shall remain the same and in full force and effect.

Section 2. The City Manager is authorized to cause the issuance of permits in accordance with the approvals and conditions herein provided and to indicate such approvals and conditions upon the records of the City.

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

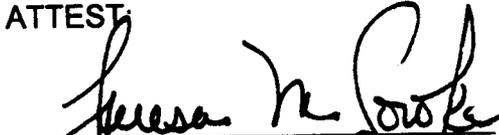
The foregoing Resolution was offered by Commissioner Joel, who moved its adoption. The motion was seconded by Vice Mayor Stern, and upon being put to a vote, the vote was as follows:

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

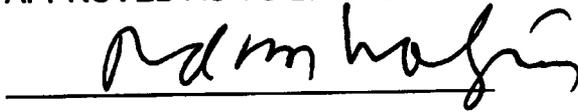
PASSED AND ADOPTED this 1st day of May, 2007.


SUSAN GOTTLIEB, MAYOR

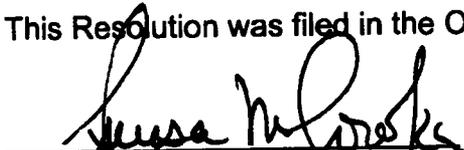
ATTEST:


TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:


CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk this 1st day of May, 2007.


CITY CLERK

LEGAL DESCRIPTION OF LAND

The Florida East Coast Railway right of way lying in a portion of Section 35, Township 51 South, Range 42 East, commencing at the southwest corner of the southwest $\frac{1}{4}$ of Section 35, thence N 87 degrees E, 598.23 feet, thence N 02 degrees W, 820.57 feet, thence N 87 degrees E, 100 feet for the point of beginning,

Thence N 02 degrees W, 1640.18 feet southeasterly ad 311.84 feet, thence S 02 degrees E 200 feet southeasterly ad 313.20 feet, thence S 02 degrees E, 400 feet southeasterly ad 154.21 feet, thence S 00 degrees E 109.51 feet southeasterly

Miami-Dade County, Florida



APPLICANT REPRESENTATIVE AFFIDAVIT

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

Name	Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
<u>Jeff E. Andres</u>	<u>V.P. Real Estate - CEO</u>
_____	_____
_____	_____
_____	_____

(Attach Additional Sheets If Necessary)

NOTICE: ANY STATEMENT OR REPRESENTATION MADE BY ANY PERSON LISTED ON THE APPLICANT REPRESENTATIVE AFFIDAVIT SHALL BE BINDING UPON THE INDIVIDUAL OR ENTITY APPLYING FOR THE DEVELOPMENT PERMIT AND THE OWNER OF THE SUBJECT PROPERTY. APPLICANTS AND AFFIANTS ARE ADVISED TO TIMELY SUPPLEMENT THIS AFFIDAVIT PURSUANT TO SEC. 31-71(B)(2)(IV) OF THE CITY'S LAND DEVELOPMENT REGULATIONS IN THE CITY CODE, IN THE EVENT THAT PRIOR TO CONSIDERATION OF THE APPLICATION BY THE CITY BOARD OR COMMISSION, THE INFORMATION PROVIDED IN THE AFFIDAVIT BECOMES INCORRECT OR INCOMPLETE.

WITNESS MY HAND THIS 16 DAY OF September, 2014

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]
 Name: Jasper Johnson
 Title: President S.F.I. Division
 Address: 5800 NW 77 Ct
Miami FL 33166

OWNER:

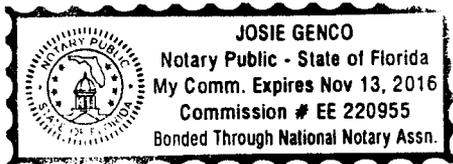
By: _____
 Name: _____
 Title: _____
 Address: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared Jasper Johnson 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 16 day of September, 2014

APPLICANT
[Signature]
 Notary Public State of Florida At Large
 Printed Name of Notary Josie Genco
 My commission expires: 11-18-2016





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 16 DAY OF September ~~200~~ 2014

APPLICANT:

By: [Signature] (Signature)
 Name: Jasper Johnson (Print)
 Title: President S.F.I. Division (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.

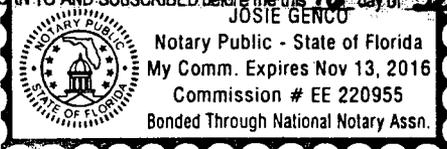
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Joseph Blum 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 10 day of Sept, 2014



Josie Genco
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 11-13-2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Jeff Gendrus 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 16 day of Sept, 2014

Josie Genco
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 11-13-2016

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: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA MODIFYING CONDITION 5) OF THE APPROVAL GRANTED THROUGH RESOLUTION NO. 2003-06 PASSED JANUARY 1, 2003, AS AMENDED BY RESOLUTION NO. 2005-70 AND RESOLUTION NO. 2007-23, TO EXTEND THE EXPIRY DATE OF THE VARIANCE APPROVAL FROM JANUARY 6, 2015 TO JANUARY 6, 2020 FOR THE COMMERCIAL ADVERTISING SIGN LOCATED AT THE SOUTHWEST CORNER OF BISCAYNE BOULEVARD AND NE 203 STREET (IVES DAIRY ROAD), CITY OF AVENTURA, ON PROPERTY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Clear Channel Outdoor Inc., was granted variance approval by Resolution No. 2003-06 adopted by the City Commission of the City of Aventura on January 7, 2003 to modify a commercial advertising sign, subject to certain conditions contained in the Resolution; and

WHEREAS, the applicant was granted a modification of Condition 1) of Resolution No. 2003-06, through Resolution No. 2005-70, to permit commercial advertising on the southern most panel of the rear (west) face of the sign, where the condition of Resolution No. 2003-06 provided that no advertising other than a "Welcome to the City of Aventura" sign may be placed on the rear face of the sign; and

WHEREAS, the applicant was granted a modification of Condition 2. of Resolution No. 2005-70, through Resolution No. 2007-23, to permit commercial advertising on the entire rear (west) face of the sign; and

WHEREAS, the applicant is requesting, through Application 01-MRC-14, modification to Condition 5) of Resolution No. 2003-06 to extend the expiry date of the variance approval from January 6, 2015 to January 6, 2020; and

WHEREAS, following proper notice, the City Commission has held a public hearing, as provided by law; and

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

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

Section 1. The applicant's request to modify Condition 5) of Resolution No. 2003-06 from:

"5) As proffered by the applicant at the January 7, 2003 Commission meeting, the applicant voluntarily agreed to the imposition of the condition, herein imposed, to be further supported by the applicant's recordable covenant to the City, that the variance granted by this Resolution shall expire on a date which is twelve years after the date of adoption of this Resolution, to-wit: January 6, 2015 (the "Expiration Date"), and Billboard No. 2, as modified and elevated pursuant to this variance, shall be completely demolished and removed by the applicant or applicant's successors on or before the Expiration Date."

to:

"5) As requested by the applicant through Application No. 01-MRC-14, the applicant voluntarily agrees to the imposition of the condition, herein imposed, to be further supported by the applicant's recordable covenant to the City, that the variance granted by this Resolution shall expire on January 6, 2020 ("the Expiration Date"), and Billboard No. 2, as modified and elevated pursuant to this variance, shall be completely demolished and removed by the applicant or applicant's successors on or before the Expiration Date."

on property legally described in Exhibit "A" to this resolution, is hereby approved subject to the following conditions:

1. That the applicant record, at its expense and in a form satisfactory to the City Manager and the City Attorney, a modification to the covenant recorded pursuant to Resolution No. 2003-06 to extend the expiry date from January 6, 2015 to January 6, 2020, and
2. That all conditions of Resolution No. 2003-06, Resolution No. 2005-70 and Resolution No. 2007-23 which are not revised through this approval shall remain the same and in full force and effect.

Section 2. The City Manager is authorized to cause the issuance of permits in accordance with the approvals and conditions herein provided and to indicate such approvals and conditions upon the records of the City.

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

Section 4. Issuance of this development order by the City of Aventura does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Aventura for issuance of the development order if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state and federal permits must be obtained before commencement of the development. This condition is included pursuant to Section 166.033, Florida Statutes, as amended.

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 Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbàez Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 7th day of October, 2014.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk this ____ day of October, 2014.

CITY CLERK

Exhibit "A"
Legal Description of Lands

The Florida East Coast Railway right of way lying in a portion of Section 35, Township 51 South, Range 42 East, commencing at the southwest corner of the southwest $\frac{1}{4}$ of Section 35, thence N 87 degrees E, 598.23 feet, thence N 02 degrees W, 820.57 feet, thence N 87 degrees E, 100 feet to the point of beginning.

Thence N 02 degrees W, 140.18 feet southeasterly and 311.84 feet, thence S 02 degrees E 200 feet southeasterly and 313.20 feet; thence S 02 degrees E, 400 feet southeasterly and 154.21 feet, thence S 00 degrees E 109.51 feet southeasterly

City of Aventura, Miami-Dade County, Florida

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: September 14, 2014

SUBJECT: Request of Aventura Land Ventures LLC., to modify Condition 1. of Section 1. of Resolution No. 2014-19 passed on April 1, 2014, which Resolution granted conditional use approval to a neighborhood mixed use development in the TC3, Town Center Neighborhood District, on property located on the south side of NE 207 Street between NE 29 Avenue and NE 30 Avenue, City of Aventura (02-CU-14 Revision)

October 7, 2014 City Commission Meeting Agenda Item 6-B

RECOMMENDATION

It is recommended that the City Commission approve the request to modify Condition 1. of Section 1. of Resolution No. 2014-19, with the condition that all other conditions of Resolution No. 2014-19 not modified by this approval shall remain in full force and effect.

THE REQUEST

The applicant, Aventura Land Ventures, LLC, is requesting the following revision to Condition 1. of Resolution No. 2014-19. The text in strike-through is proposed to be deleted and the text in underline is proposed to be added.

"1. The applicant shall obtain building permits for all buildings within the proposed development within 24 months of the date of the approving resolution, failing which ~~this approval shall be void~~ no new building permits may thereafter be issued for buildings for which permits were not timely obtained, unless this condition is modified by the City Commission after public hearing. The applicant may request one six month extension

of time to obtain building permits and the City Commission may, by resolution or motion, grant such extension of time upon showing of good cause by the applicant.”

The applicant advises that the project’s lender has requested the revision to ensure that the project has an avenue to proceed, namely, extension approval by City Commission at a public hearing, in the event that all permits are not timely obtained. As currently written, the approval would be void if permits are not obtained as required, with the exception of one six month extension that may be approved by the City Commission. (See Exhibit #1 for Letter of Intent, Exhibit #2 for Location Plan and Exhibit #3 for Resolution No. 2014-19)

BACKGROUND

This development, located on a 7.391 acre vacant parcel located on the south side of NE 207 Street between NE 29 Avenue and NE 30 Avenue, City of Aventura, was granted the following conditional use approvals on April 1, 2014:

- Uses that exceed the 4 story, 50 foot height limitation of the TC3 zoning district, including a 7 story, 103 foot tall general office building, a 10 story, 109 foot tall assisted living facility, a 10 story, 116 foot tall hotel, a 10 story, 117 foot tall west parking and medical office structure and 12 story, 129 foot tall residential building.
- Driveway separations with less than 150 feet of landscaped frontage. There are ten driveway accesses to the project site from adjacent public roads. Five of these accesses do not meet the required 150 foot separation.
- Allocation of interior spaces for mixed use structures other than as set forth in the TC3 zoning district. Retail stores, personal services, banks and financial services, indoor commercial recreation uses, restaurants and coffee houses, schools, nursery schools and child care centers area allowed only on the ground floor or mixed-use buildings. Offices and medical offices are allowed only on the ground and second floors. Residential uses are allowed only on the second and higher floors. In this project, the non-residential uses and residential uses are in separate structures, except for retail spaces on the ground floor. The proposed offices on the second to seventh floors of the east office building and the proposed offices on the eighth, ninth and tenth floors of the west parking/office building.

The following conditions of approval were included in the approving resolution:

1. *The applicant shall obtain building permits for all buildings within the proposed development within 24 months of the date of the approving resolution, failing which this approval shall be void. The applicant may request one six month extension of time to obtain building permits and the City Commission may, by resolution or motion, grant such extension of time upon a showing of good cause by the applicant.*

2. *No Temporary Certificate of Occupancy or final Certificate of Occupancy shall be issued for any individual building within the development until such time as building permits for all buildings within the development have been issued by the City and construction of those buildings has commenced, provided that the City Manager is authorized to release this condition if the applicant demonstrates to the City Manager's satisfaction that this condition will prevent financing of the development components.*
3. *No building permit will be issued by the City for the residential/general office building portion of this development until the City has issued building permits for the west garage/medical office component and the City has issued building permits for either the assisted living facility or the hotel component.*
4. *That plans shall substantially comply with those submitted with the application.*
5. *Any discontinuation of the approved conditional use for a period of 180 consecutive days shall constitute abandonment and shall rescind the approval of the conditional use.*
6. *Prior to issuance of a building permit for the proposed development, the applicant shall:*
 - (i) *provide to the City a recorded copy of a Unity of Title or Covenant in Lieu of Unity of Title, in form satisfactory to the City Manager and City Attorney, to combine all parcels comprising this development into a single building site, and*
 - (ii) *provide to the City, in form satisfactory to the City Manager and City Attorney, a recorded copy of the dedication to the City of required widenings for roads and sidewalks around the perimeter of the site, and*
 - (iii) *provide to the City, in form satisfactory to the City Manager and City Attorney, a recorded copy of a Declaration of Restrictive Covenants for use of the shared parking and for operation of a valet service, as presented in the approved plans and studies, and*
 - (iv) *provide to the City, in form satisfactory to the City Manager and City Attorney, a recorded agreement between the owner and the adjacent property owners to the east and west for installation and maintenance of street trees indicated on the landscape plans, and*
 - (v) *provide to the City, a recorded copy of this Resolution, and*
 - (vi) *fulfill all conditions of City of Aventura Resolution No. 2006-61 regarding the abandoned rights of ways and alleys within the development parcel, including payment to the City of the proffered sum of \$750,000.00 as an impact offset for the City's abandonment of these rights of ways and alleys, and*

(vii) obtain a Public Works Permit from the City's Community Services Department for all planned improvements in the public right of way.

7. Prior to issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy for any of the proposed buildings, the applicant shall:

(i) provide to the City a recorded copy of all required easements for utilities; and

(ii) relocate the gate currently located at the easterly termination of NE 205 Street further to the east into the driveway for the Aventura Tumberry Jewish Center, and

(iii) provide to the City a recorded copy of the easement to the owner of the property to the south for the relocated driveway access to its site from NE 205 Street lying within this property, and

(iv) complete all roadway improvements, to the satisfaction of the City Manager, on NE 29 Avenue, 30 Avenue, NE 205 Street and NE 207 Street and at the intersections of NE 207 Street and Biscayne Boulevard and NE 209 Street and Biscayne Boulevard, as shown on the approved plans and as described in the approved Traffic Study entitled "Park Square at Aventura" prepared by David Plummer and Associates.

ANALYSIS

Section 31-73(d) of the City Code provides that the City Commission may attach such conditions to a conditional use approval as it deems necessary to ensure the proposed use conforms to the standards set for the in the general standards of review and to prevent or minimize adverse effects on other property in the neighborhood.

The standards for review for the approved conditional uses were demonstrated to be satisfied by Resolution No. 2014-19. The applicant is working with City staff to satisfy the conditions, required by Resolution No. 2014-19, to be fulfilled prior to issuance of a building permit for this development.

This revision application has been advertised in accordance with Section 31-71 of the City Code. As of the date of writing of this report, no public comments have been received.



BERCOW RADELL & FERNANDEZ

ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: (305) 377-6229
E-Mail: MMarrero@BRZoningLaw.com

COMMUNITY DEVELOPMENT
SEP 22 2014

SEP 22 2014

VIA FACSIMILE AND E-MAIL

September 19, 2014

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

Re: Letter of Intent -Modification to Conditional Use Approval for Park Square

Dear Joanne:

This law firm represents Aventura Land Ventures, LLC (the "Applicant"), with regard to an application to approve modification to the conditional use approval for the Park Square project (the "Project"). The Applicant seeks to develop the assemblage of properties at the SW corner of NE 207 Street and 30th Avenue (the "Property"). However, this application solely seeks to amend condition number 1 of the order, in order to permit financing of the project's components.

The City Commission approved a series of conditional uses on April 1, 2014 along with a site plan for the Project. In the days leading up to the April 1 meeting, several conditions were included in the staff report in order to guarantee that the entire mixed use project would be constructed. The language added to Condition 2, allows the City Manager to waive the condition on evidence that the condition would prevent financing. This language was added because we anticipated this issue prior to the hearing. Unfortunately, the same issue has arisen with Condition 1 in the approval. That condition states that if

Exhibit #1
02-CU-14 (Rev)

Ms. Joanne Carr
March 12, 2013
Page 2

any building permit for any of the buildings is not obtained within 24 months, the entire approval is null and void.

As you know, the project will have several components - including a hotel and an assisted living facility (ALF). These two components are going to be developed by a hotel developer and an ALF developer, while the Applicant will develop all remaining portions of the project, as well as manage the entire project. The Applicant is moving quickly and is anxious to get the project off the ground. Unfortunately, we have already encountered an issue with the hotel developer's attempts at financing the project. They have gone to several lenders and all will not agree to move forward if the language in Condition 1 remains. Their concerns are valid, because the way the condition reads now - if the hotel developer moves forward but one of the other components, which are out of their control, lags or is somehow delayed - then the entire development is null and void. We anticipate the ALF developer will have the same concern, as does the Applicant.

The Applicant is confident that there is enough language in the approval that will give the City comfort, including Condition 3 - which states that no permit for the residential building can be issued until after the west garage/medical office building and either the hotel or ALF obtain building permits.

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.

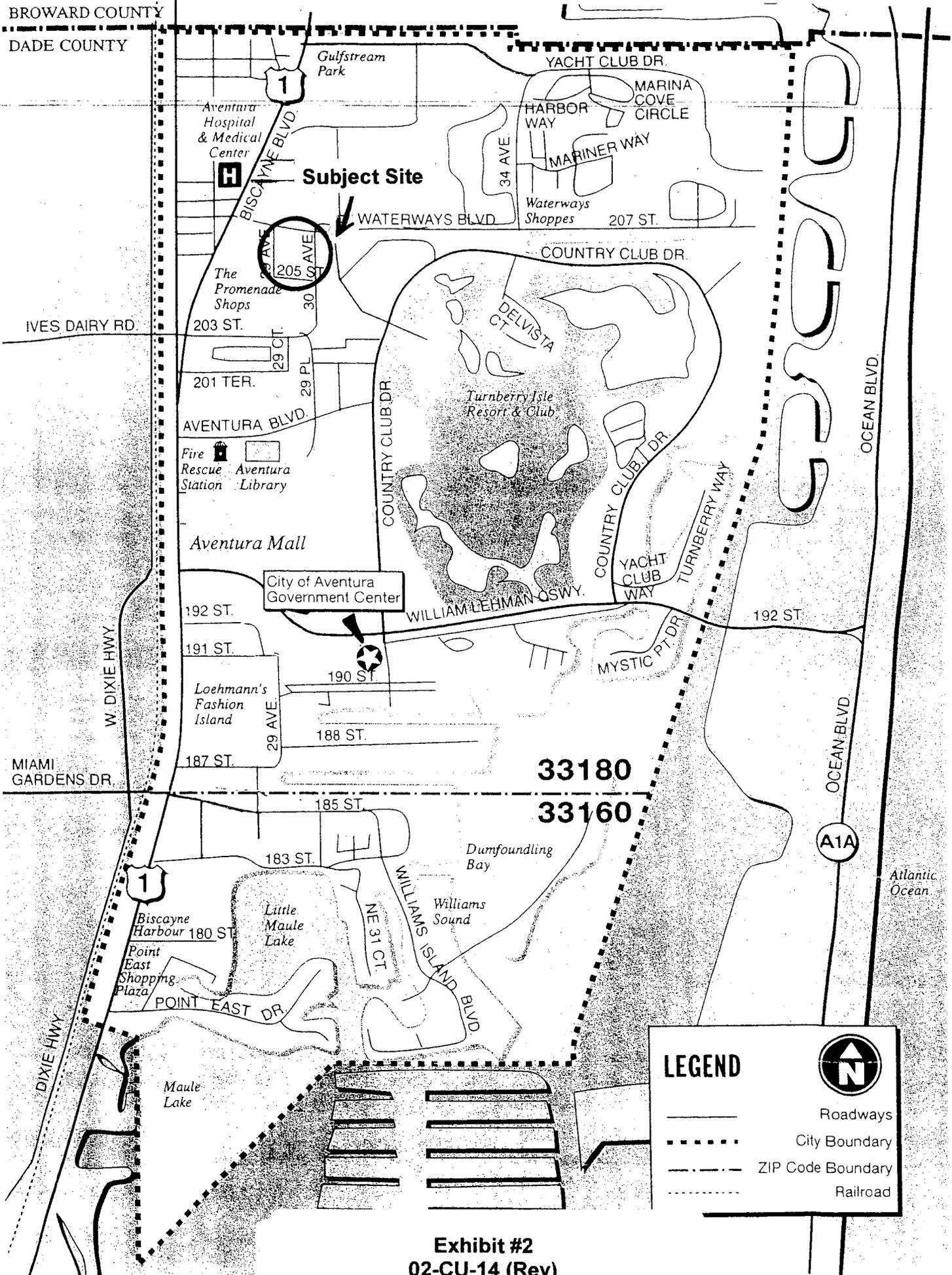
Sincerely yours,



Michael J. Marrero

BROWARD COUNTY

DADE COUNTY



Subject Site

205 ST

33180

33160

LEGEND

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



Exhibit #2
02-CU-14 (Rev)

RESOLUTION NO. 2014-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL TO PERMIT HEIGHTS THAT EXCEED 4 STORIES OR 50 FEET; CONDITIONAL USE APPROVAL TO PERMIT DRIVEWAY SEPARATIONS WITH LESS THAN 150 FEET OF LANDSCAPED FRONTAGE; AND CONDITIONAL USE APPROVAL TO PERMIT ALLOCATION OF INTERIOR SPACES OTHER THAN THOSE PERMITTED IN SECTION 31-145(d)(8) OF THE CITY CODE, FOR THE PARK SQUARE NEIGHBORHOOD MIXED USE DEVELOPMENT ON THE SOUTH SIDE OF NE 207 STREET BETWEEN NE 29 AVENUE AND NE 30 AVENUE WITHIN THE TC3, TOWN CENTER NEIGHBORHOOD DISTRICT IN THE CITY OF AVENTURA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property described herein is zoned TC3, Town Center Neighborhood District and is specifically described in Exhibit "A" to this Resolution; and

WHEREAS, the applicant, Aventura Land Ventures LLC, through Application No. 02-CU-14, is requesting Conditional Use approval to permit heights that exceed 4 stories or 50 feet; to permit driveway separations with less than 150 feet of landscaped frontage and to permit allocation of interior spaces other than those permitted in Section 31-145(d)(8) of the City Code; and

WHEREAS, the applicant, Aventura Land Ventures LLC, has proffered to fulfill all conditions of City of Aventura Resolution No. 2006-61; and

WHEREAS, the City Commission held a quasi-judicial public hearing as provided by law to review the application; and

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

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

Section 1. Application for Conditional Use to permit heights greater than 4 stories or 50 feet; to permit driveway separations with less than 150 feet of landscaped frontage and to permit allocation of interior spaces other than those permitted in Section 31-145(d)(8) of the City Code for the Park Square mixed-use project on the south side of NE 207 Street between NE 29 Avenue and NE 30 Avenue and more particularly described in Exhibit "A" to this Resolution is hereby granted subject to the following conditions:

1. The applicant shall obtain building permits for all buildings within the proposed development within 24 months of the date of the approving resolution, failing which this approval shall be void. The applicant may request one six month extension of time to obtain building permits and the City Commission may, by resolution or motion, grant such extension of time upon a showing of good cause by the applicant.
2. No Temporary Certificate of Occupancy or final Certificate of Occupancy shall be issued for any individual building within the development until such time as building permits for all buildings within the development have been issued by the City and construction of those buildings has commenced, provided that the City Manager is authorized to release this condition if the applicant demonstrates to the City Manager's satisfaction that this condition will prevent financing of the development components.
3. No building permit will be issued by the City for the residential/general office building portion of this development until the City has issued building permits for the west garage/medical office component and the City has issued building permits for either the assisted living facility or the hotel component.
4. Plans shall substantially comply with those submitted, as follows:
 - "Park Square Aventura", Cover Sheet, prepared by Zyscovich Architects, dated March 18, 2014.
 - "Park Square Aventura", Sheet G-00, Location Map and Index, prepared by Zyscovich Architects, dated, signed and sealed March 18, 2014.

- "Park Square Aventura", Sheet A-00, Renderings, prepared by Zyscovich Architects, dated, signed and sealed March 18, 2014.
- "Park Square Aventura", Sheet A-01, Site Data Information, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-02, Site Setback Diagram, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-03, Off-Site Sketch, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-10, Ground Floor Plan, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-11, Mezzanine Floor Plan, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-12, Second Floor Plan, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-13, Third Floor Plan, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-14, Fourth Floor Plan, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-15, Fifth Floor Plan, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-16, Sixth Floor Plan, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-17, Seventh Floor Plan, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-18, Eighth Floor Plan, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-19, Ninth Floor Plan, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-20, Tenth Floor Plan, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", A-21, Eleventh and Twelfth Floor Plans, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-22, Roof Plan, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-30, Overall North and East Elevation, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-31, Overall South and West Elevation, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet A-32, East Building Res. Cross Sections, prepared by Zyscovich Architects, dated, signed and sealed 3/18/14.
- "Park Square Aventura", Sheet LT-1, Tree Management Plan, prepared by SavinoMiller Design Studio, dated, signed and sealed 3/3/14.
- "Park Square Aventura", Sheet LH-1, Site Hardsurface Plan, prepared by SavinoMiller Design Studio, dated, signed and sealed 3/3/14.

- "Park Square Aventura", Sheet LH-2, Site Hardsurface Schedule, prepared by SavinoMiller Design Studio, dated, signed and sealed 3/3/14.
 - "Park Square Aventura", Sheet LL-1, Site Lighting Plan, prepared by SavinoMiller Design Studio, dated, signed and sealed 3/3/14.
 - "Park Square Aventura", Sheet LL-2, Site Lighting Schedule, prepared by SavinoMiller Design Studio, dated, signed and sealed 3/3/14.
 - "Park Square Aventura", Sheet LP-1, Landscape Plan, Ground Level, prepared by SavinoMiller Design Studio, dated, signed and sealed 3/3/14.
 - "Park Square Aventura", Sheet LP-2, Landscape Plan, Upper Levels, prepared by SavinoMiller Design Studio, dated, signed and sealed 3/3/14.
 - "Park Square Aventura" Sheet 1 of 1, Boundary and Topographic Survey, prepared by Fortin, Leavy, Skiles, Inc., dated 7/14/06, updated 2/25/14.
 - "Park Square Aventura", Sheet C-2.0, Notes & Specifications, prepared by Langan, dated 3/3/14, revised 3/12/14, signed and sealed.
 - "Park Square Aventura", Sheet C-3.0, Overall Site Plan, prepared by Langan, dated 3/3/14, revised 3/12/14, signed and sealed.
 - "Park Square Aventura", Sheet C-3.5, Off Site Signage & Striping Plan, prepared by Langan, dated 3/3/14, revised 3/12/14, signed and sealed.
 - "Park Square Aventura", Sheet C-4.0, Preliminary Grading & Drainage Plan, prepared by Langan, dated 3/3/14, revised 3/12/14, signed and sealed.
 - "Park Square Aventura", Sheet C-5.0, Overall Utility Plan, prepared by Langan, dated 3/3/14, revised 3/12/14, signed and sealed.
 - "Park Square Aventura", Sheet C.5-1 through C-5.4, Water Plan, prepared by Langan, dated 3/3/14, revised 3/12/14, signed and sealed.
 - "Park Square Aventura", Sheet C-5.5, Sanitary Sewer Plan, prepared by Langan, dated 3/3/14, revised 3/12/14, signed and sealed.
 - "Park Square Aventura", Sheet C-9.0, Vehicular Circulation Plan, prepared by Langan, dated 3/5/14, revised 3/12/14, signed and sealed.
 - "Park Square Aventura", Sheet C-10.0, Easement & Right of Way Dedication Plan, prepared by Langan, dated 12/12/13, revised 3/12/14, signed and sealed.
5. Any discontinuation of the approved conditional use for a period of 180 consecutive days shall constitute abandonment and shall rescind the approval of the conditional use.
6. Prior to issuance of a building permit for the proposed development, the applicant shall:
- (i) provide to the City a recorded copy of a Unity of Title or Covenant in Lieu of Unity of Title, in form satisfactory to the City Manager and City Attorney, to combine all parcels comprising this development into a single building site, and

- (ii) provide to the City, in form satisfactory to the City Manager and City Attorney, a recorded copy of the dedication to the City of required widenings for roads and sidewalks around the perimeter of the site, and
 - (iii) provide to the City, in form satisfactory to the City Manager and City Attorney, a recorded copy of a Declaration of Restrictive Covenants for use of the shared parking and for operation of a valet service, as presented in the approved plans and studies, and
 - (iv) provide to the City, in form satisfactory to the City Manager and City Attorney, a recorded agreement between the owner and the adjacent property owners to the east and west for installation and maintenance of street trees indicated on the landscape plans, and
 - (v) provide to the City, a recorded copy of this Resolution, and
 - (vi) fulfill all conditions of City of Aventura Resolution No. 2006-61 regarding the abandoned rights of ways and alleys within the development parcel, including payment to the City of the proffered sum of \$750,000.00 as an impact offset for the City's abandonment of these rights of ways and alleys, and
 - (vii) obtain a Public Works Permit from the City's Community Services Department for all planned improvements in the public right of way.
7. Prior to issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy for any of the proposed buildings, the applicant shall:
- (i) provide to the City a recorded copy of all required easements for utilities; and
 - (ii) relocate the gate currently located at the easterly termination of NE 205 Street further to the east into the driveway for the Aventura Turnberry Jewish Center, and
 - (iii) provide to the City a recorded copy of the easement to the owner of the property to the south for the relocated driveway access to its site from NE 205 Street lying within this property, and
 - (iv) complete all roadway improvements, to the satisfaction of the City Manager, on NE 29 Avenue, 30 Avenue, NE 205 Street and NE 207 Street and at the intersections of NE 207 Street and Biscayne Boulevard and NE 209 Street and Biscayne Boulevard, as shown on the approved plans and as described in the approved Traffic Study entitled "Park Square at Aventura" prepared by David Plummer and Associates.

Section 2. Issuance of this development order by the City of Aventura does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Aventura for issuance of the development order if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state and federal permits must be obtained before commencement of the development. This condition is included pursuant to Section 166.033, Florida Statutes, as amended.

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

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

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

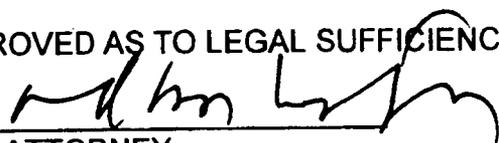
PASSED AND ADOPTED this 1st day of April, 2014.


Susana 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 2nd day of April, 2014.

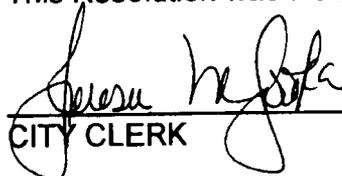

CITY CLERK

Exhibit "A" to Resolution No. 2014-__

Legal Description of Property

Parcel 1:

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

(Lands vacated by Resolution No. 2006-61 AS, recorded in OR Book 25093, Page 478, subject to the requirements set forth in said Resolution)

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. 29 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 described 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°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. 29 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. 206 Street and bounded on the East by the West right-of-way line of N.E. 30 Avenue (East Dixie Highway) and bounded on the West by the East right-of-way line of N.E. 29 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.

Parcel 2:

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 205 Street, to the centerlines thereof, as vacated in Resolution recorded August 21, 2000 in Official Records Book 19247, Page 4677, Public Records of Miami-Dade County, Florida.

AND

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 205 Street, to the centerlines thereof, as vacated in Resolution recorded August 21, 2000 in Official Records Book 19247, Page 4677, Public Records of Miami-Dade County, Florida.

AND

Tract 1, Block 17 of a 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 those portions of adjacent vacated alleys and NE 205 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.



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 <small>(i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)</small>
<u>Mickey Marrero</u>	<u>Attorney</u>
<u>Jeff Bercow</u>	<u>Attorney</u>
_____	_____
_____	_____

(Attach Additional Sheets If Necessary)

NOTICE: ANY STATEMENT OR REPRESENTATION MADE BY ANY PERSON LISTED ON THE APPLICANT REPRESENTATIVE AFFIDAVIT SHALL BE BINDING UPON THE INDIVIDUAL OR ENTITY APPLYING FOR THE DEVELOPMENT PERMIT AND THE OWNER OF THE SUBJECT PROPERTY. APPLICANTS AND AFFIANTS ARE ADVISED TO TIMELY SUPPLEMENT THIS AFFIDAVIT PURSUANT TO SEC. 31-71(B)(2)(IV) OF THE CITY'S LAND DEVELOPMENT REGULATIONS IN THE CITY CODE, IN THE EVENT THAT PRIOR TO CONSIDERATION OF THE APPLICATION BY THE CITY BOARD OR COMMISSION, THE INFORMATION PROVIDED IN THE AFFIDAVIT BECOMES INCORRECT OR INCOMPLETE.

WITNESS MY HAND THIS 19 DAY OF September, 2014

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]
 Name: Michael Marrero
(Signature)
(Print)
 Title: Attorney

Address: 200 S. Biscayne Blvd, #550
Miami, FL 33131

OWNER

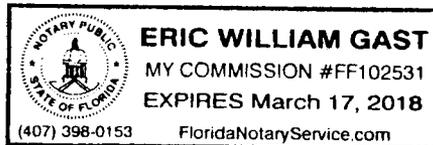
By: [Signature]
 Name: Paulo Melo
(Signature)
(Print)
 Title: MANAGER

Address: 150 SE 2ND AVE #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 19 day of Sept, 2014 AFFIANT



[Signature]
 Notary Public State of Florida At Large
 Printed Name of Notary Eric W. Gast
 My commission expires: 3-17-18



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

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

APPLICANT:

By:  _____ (Signature)
Name: PAULO MELO _____ (Print)
Title: MANAGER _____ (Print)

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

PROPERTY OWNER:

By:  _____ (Signature)
Name: PAULO MELO _____ (Print)
Title: MANAGER _____ (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 19 DAY OF September, 2007

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Michael Marres (Print)

Title: Attorney (Print)

By: [Signature] (Signature)

Name: Jeff Beron (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (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.

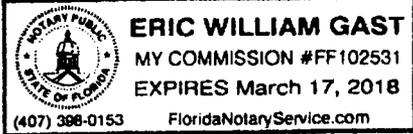
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Pavlo 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 19 day of Sept, 2014



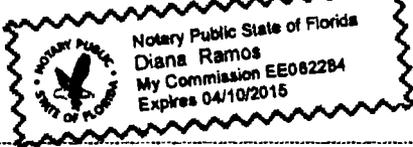
[Signature]
Notary Public State of Florida At Large
Printed Name of Notary ERIC W. GAST
My commission expires: 3-17-18

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Michael Marrea 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 19 day of September, 2014



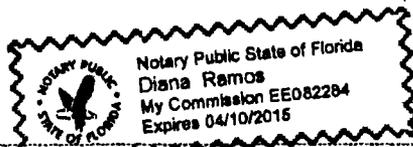
[Signature]
Notary Public State of Florida At Large
Printed Name of Notary Diana Ramos
My commission expires: 4/10/15

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Jeff Beron 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 19 day of September, 2014



[Signature]
Notary Public State of Florida At Large
Printed Name of Notary Diana Ramos
My commission expires: 4/10/15

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA MODIFYING CONDITION 1. OF SECTION 1. OF RESOLUTION NO. 2014-19 PASSED ON APRIL 1, 2014, REGARDING TIME LIMITS FOR OBTAINING BUILDING PERMITS, FOR PROPERTY LOCATED ON THE SOUTH SIDE OF NE 207 STREET BETWEEN NE 29 AVENUE AND NE 30 AVENUE, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Aventura Land Ventures, LLC, was granted conditional use approvals by Resolution No. 2014-19 adopted by the City Commission of the City of Aventura on April 1, 2014; and

WHEREAS, Condition 1. of Section 1. of the Resolution provides that the approvals will be void if all building permits for the development are not obtained within 24 months of the date of the approving resolution, with provision that the City Commission may grant one six month extension by resolution or motion upon showing of good cause by the applicant; and

WHEREAS, the applicant has requested, through Application No. 02-CU-14 (Revision), a modification to Condition 1. of Section 1. of Resolution No. 2014-19 to provide that the approvals will not be void, but will provide that no new permits may be issued for buildings for which permits are not timely obtained unless this condition is modified by the City Commission at a public hearing; and

WHEREAS, following proper notice, the City Commission has held a public hearing, as provided by law; and

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

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

Section 1. The applicant's request to modify Condition 1. of Section 1. of Resolution No. 2014-19, is hereby approved, as follows¹:

"1. The applicant shall obtain building permits for all buildings within the proposed development within 24 months of the date of the approving resolution,

¹ Text is strikethrough is deleted; text in underline is added.

failing which ~~this approval shall be void~~ no new building permits may thereafter be issued for buildings for which permits were not timely obtained, unless this condition is modified by the City Commission after public hearing. The applicant may request one six month extension of time to obtain building permits and the City Commission may, by resolution or motion, grant such extension of time upon showing of good cause by the applicant."

Section 2. All other conditions of Resolution No. 2014-19 not modified by this Resolution shall remain in full force and effect.

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

Section 4. Issuance of this development order by the City of Aventura does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Aventura for issuance of the development order if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state and federal permits must be obtained before commencement of the development. This condition is included pursuant to Section 166.033, Florida Statutes, as amended.

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 Michael Stern	_____
Commission Howard Weinberg	_____
Commissioner Luz Urbaz Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 7th day of October, 2014.

SUSAN GOTTLIEB, Mayor

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk this _____ day of _____, 2014.

CITY CLERK

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: August 18, 2014

SUBJECT: Clean-up Amendments to the City Code
(02-LDR-14)

September 2, 2014 Local Planning Agency Agenda Item 4
September 2, 2014 City Commission Meeting Agenda Item 7C
October 7, 2014 City Commission Meeting Agenda Item 8A

RECOMMENDATION

It is recommended that the City Commission approve the clean-up amendments to the City Code listed in this staff report.

THE REQUEST

City staff is requesting amendments to the City Code for clarification of certain sections, for consistency with existing legislation, for updating of existing provisions, and for ease of use of the City Code by its readers.

PROPOSED AMENDMENTS¹

Amendment No. 1

By Ordinance No. 2014-04, passed on March 4, 2014, the City Commission approved an amendment to the maximum lot coverage for shopping center buildings with more than

¹ Underlined provisions constitute proposed additions to existing text; ~~stricken through~~ provisions indicate proposed deletions from existing text.

1,000,000 square feet of gross leasable area. The lot coverage was increased from 40% to 45% with the condition that the shopping center building does not exceed 5 stories in height and that it provides a centralized multimodal transportation facility within a parking structure. This provision should be cross-referenced in the maximum height site development criteria. This is not a change to the B2 zone; merely a cross-reference to another existing provision. The proposed amendment is as follows:

Section 31-144(c). Community Business (B2) District.

c) *Community Business (B2) District.* This district is intended primarily to provide for general commercial activity for a wide range of goods and services to the entire community and sub region. Such businesses generally require locations convenient for both vehicular and pedestrian traffic and would be expected to have orientation toward and direct access to arterial roadways.

...
(5) *Site development standards.*

a. *Floor area ratio and lot coverage and minimum landscaped open space requirements:*

...
2. The floor area ratio shall be 0.40 at one story and shall be increased by 0.11 for each additional story. Structure parking shall not count as part of the floor area, but shall be counted in computing building height. The total lot coverage permitted for all buildings on the site shall not exceed 40 percent of the total lot area, except as provided in Subsection 4. below. The floor area ratio shall not exceed 2.0 for all buildings in this district in conformance with the comprehensive plan.

3. For shopping center buildings with more than 1,000,000 square feet of gross leasable area that provide public amenities including, but not limited to, public plazas, fountains or other water features, seating areas and recreational walking areas and that do not exceed five stories in height, the minimum landscaped open space shall be 15 percent of the total lot area. Said open space shall be extensively landscaped with grass, trees and shrubbery in accordance with a landscape plan to be approved by the City Manager. The non-leasable areas within enclosed or non-enclosed malls which are landscaped with grass, trees and/or shrubbery, water areas therein, and areas therein with permanent art display areas may be used as part of the required landscaped open space provided such areas do not exceed ten percent of the required landscaped open space.

4. For parcels that include one or more shopping center buildings, the maximum lot coverage shall not exceed 45% of the total lot area, provided that such shopping center buildings contain more than 1,000,000 square feet of gross leasable area and do not exceed five stories in height and that the shopping center building provides a centralized multi-modal transportation facility which is enclosed within a parking structure, and which may be used by: City transit providers, County transit providers, any other governmental entities requesting use of the facility and private transit providers.

b. Maximum height: 12 stories or 120 feet overall maximum height, including structure parking, provided that a height limitation of five (5) stories shall apply only for shopping center buildings which are subject to Subsection (5)(a)(4) above. That portion of the building or structure within 200 feet of any residential zone shall be subject to a height

limitation of one foot for every two feet in distance from the residential zoned plot unless the application of this requirement would limit the building height to a minimum of 25 feet.

...

Amendment No. 2

By Ordinance No. 2014-05, the City Commission prohibited pet stores that display, sell, deliver, offer for sale, barter, auction, give away or otherwise transfer or dispose of dogs or cats, with the following exceptions: animals bred and reared on the premises, a publicly operated animal control facility or shelter, a private, charitable, non-profit humane society or animal rescue organization and a publicly operated animal control facility or animal rescue organization that operates out of or in connection with a pet store.

This ordinance was enacted as an amendment to Chapter 1 of the City Code. In order that readers of Chapter 31, Land Development Regulations, are readily aware of this prohibition, staff recommends a revision to Section 31-144(c), Community Business District to cross-reference the provision in Chapter 1. The proposed amendment is as follows:

Section 31-144(c). Community Business (B2) District.

c) *Community Business (B2) District.* This district is intended primarily to provide for general commercial activity for a wide range of goods and services to the entire community and sub region. Such businesses generally require locations convenient for both vehicular and pedestrian traffic and would be expected to have orientation toward and direct access to arterial roadways.

(1) *Uses permitted.* No building or structure, or part thereof, shall be erected, altered or used, or land used in whole or part for other than one or more of the following specific uses, provided the requirements set forth elsewhere in this section are satisfied:

...

t. Pet shops operated in compliance with Section 1-17 of the City Code and dog beauty parlors in air-conditioned buildings.

...

Amendment No. 3

Chapter 4 of the City Code regulates the service and sale of alcoholic beverages. It provides that no premises shall be used for the sale of any alcoholic beverage unless it meets the distance and spacing requirements of this Chapter.

Section 4-2(e), Exemptions to Spacing and Distance Requirements, exempts restaurants in the B1 and B2 zoning districts, if the restaurant serves cooked, full course meals daily prepared on the premises providing that only a service bar is used and alcoholic beverages are sold only to persons seated at tables. Establishments that do not meet these conditions require conditional use approval to serve alcoholic beverages.

Staff is recommending the following addition to the Code to clarify that full service restaurants are contemplated by the exemption above, but that this exemption does not include cafes and/or kiosks that serve light meals such as sandwiches, omelets, pastries, coffee, juices and the like. These types of establishments require conditional use approval by the City Commission in order to serve alcoholic beverages. This is the interpretation currently used by staff in regulating the provisions of this Chapter. The amendment is proposed to provide clarity to readers.

Staff is further recommending that the exemption for full service restaurants also apply to our mixed-use zones that allow restaurant uses, those being, the TC1, TC2 and TC3 zoning districts.

The proposed amendment is as follows:

Chapter 4 ALCOHOLIC BEVERAGES

...

Sec. 4-2. Location of establishments.

(a) *Distance from other establishments.* Unless approved as a conditional use, no premises shall be used for the sale of any alcoholic beverages, as defined herein, to be consumed on or off the premises where the structure or place of business intended for such use is located less than 1,500 feet from a place of business having an existing, unabandoned, legally established (and not one of the uses excepted from the spacing requirements hereinafter provided) alcoholic beverage use which permits consumption on or off the premises. The 1,500 feet distance requirements shall be measured by following a straight line from the nearest portion of the structure of the place of business.

(b) *Distance from religious facility or school.* Unless approved as a conditional use, no premises shall be used for the sale of alcoholic beverages to be consumed on or off the premises where the structure or place of business intended for such use is located less than 2,500 feet from a religious facility or school. The 2,500-foot distance requirement shall be measured and computed as follows:

- (1) From a religious facility, the distance shall be measured by following a straight line from the front door of the proposed place of business to the nearest point of the religious facility grounds, and
- (2) From a school, the distance shall be measured by following a straight line from the front door of the proposed place of business to the nearest point of the school grounds.

...

(e) *Exceptions to spacing and distance requirements.* The restrictions and spacing requirements set forth in subsections (a) and (b) above shall not apply:

...

(2) Restaurants in B1, and B2, TC1, TC2 and TC3 Zoning Districts. To dining rooms or restaurants located in the B1, and B2, TC1, TC2 and TC3 Zoning Districts and which do not comply with subparagraph (3) below, but which comply with the requirements of such districts and serve cooked, full course meals, daily prepared on the premises, or such other dining rooms or restaurants in other more liberal zoning

districts complying with the requirements of the B1, ~~and B2~~, TC1, TC2 and TC3 Districts and which serve cooked, full course meals, daily prepared on the premises, providing that only a service bar is used and alcoholic beverages are sold only to persons seated at tables. This exemption does not include cafes and/or kiosks that serve light meals, snacks and/or hot and cold beverages.

...

Amendment No. 4

The outdoor lighting standards in Section 31-234 of the City Code was enacted in July of 1999. It has come to staff's attention that Miami-Dade County amended outdoor lighting requirements in November of 2001. The County provisions apply to all incorporated and unincorporated areas. All photometric plans submitted to the City for permitting are currently reviewed by staff for compliance with both the City and County Code criteria. The proposed amendment to the City Code is to provide consistency with the County Code regulation, as follows:

Section 31-234. Outdoor lighting standards.

(a) *General.* No structure or land shall be developed, used or occupied unless all outdoor lighting conforms to the requirements of this section. The terms used in this section shall have the definition use by the Illuminating Engineers Society. Open parking lots, alleys and access thereto shall be illuminated as set forth below. For purposes of this section, alley is defined as a narrow vehicular thoroughfare up to twenty-five (25) feet in width upon which service entrances or buildings abut and not generally used as a thoroughfare for general traffic; provided, however, alleys shall not include public rights-of-way. Lighting shall be designed and placed to illuminate the ground, a vehicular use area, a building, a street, or a sign. All lighting shall be concentrated on the ground, building, street, or sign it is intended to illuminate. Lighting which is designed to illuminate the building roof area, except for safety reasons as determined by the Community Development Director, shall be prohibited.

(b) *Preparation of site lighting plan.* A plan which shows the photometrics of the site's lighting for vehicular use areas and alleys and access thereto, outside building areas, signs and streets shall be prepared by a registered professional engineer. The plan shall incorporate all existing and proposed sources of artificial light used on the site, including adjoining outparcels. The lighting plan shall be submitted with the final building plans, prepared at the same scale. The plan must indicate and be certified for compliance with the standards of this section.

(c) *Minimum and Maximum illumination.* All ~~multifamily, shopping centers and office buildings~~ shall illuminate parking lots and access thereto and all pedestrian areas to a minimum maintained average of 1.0 footcandle from dusk to dawn and a uniformity ratio not to exceed a maximum to minimum ratio of 12 to 1 footcandles, ~~with no area below the illumination of 0.5 footcandle~~ provided that the lighting level may be reduced by fifty percent (50%) on non-business days and commencing thirty (30) minutes after the termination of each operating day. The area immediately outside of exterior doors shall have security illumination and shall be activated during the dark period of every day.

Parking and nonenclosed areas under or within buildings at grade shall be provided with a maintained minimum of 1 foot candle of light on the parking and walking surfaces from dusk to dawn.

Alleys shall be provided with a maintained minimum of 1/3 foot candle on the alley surface from dusk to dawn.

(d) *Maximum illumination.* All lighting for parking areas, buildings and signs shall be located, screened, or shielded so that adjacent property, structures, and rights-of-way are not directly illuminated. All lighting for parking areas, buildings and signs shall either be shaded or screened in a manner that will limit spillover of lighting onto adjacent property and public rights-of-way. Spillover shall not exceed 0.5 footcandles measured vertically along the property line at the perimeter of the property.

(e) *Lighting height standards.* All private outdoor lighting shall be designed, located and mounted at heights no greater than:

- (1) 12 feet above grade for non-cut-off type luminaries, and
- (2) 30 feet above grade for cut-off type luminaries.

(f) *Exceptions.* ~~Public facilities including but not limited to parks; lighted recreation and athletic areas, courts and fields; and water and wastewater treatment facilities shall be exempted from these standards. The provisions of this section shall not apply to governmental facilities not generally open to the public, and shall apply to those governmental facilities that are generally open to the public only during the dusk-to-dawn hours such facilities are open.~~

(g) *Street lighting.* A street lighting system shall be provided in all land development projects with public or private streets. All street lighting shall be installed according to standards established by the City or County.

Amendment No. 5

Section 31-221 has not been updated since its original adoption in July of 1999. Staff is recommending revisions to include Florida-friendly planting principles in the Intent and Purpose section, to add definitions, to increase the minimum height of trees consistent with requirements of other municipalities, to clarify all items to be shown on a landscape plan, to set out guidelines for plan review, to add a requirement for a preparer's statement of compliance, to renumber sections and generally to provide consistency with the landscaping requirements in Chapter 18A of the Miami-Dade County Code. This chapter of the County Code applies to both unincorporated and incorporated areas of the County. The proposed amendments are as follows:

ARTICLE X. LANDSCAPING REQUIREMENTS

Sec. 31-221. Landscaping requirements.

(a) *Intent and purpose.* The purpose and intent of this article is to provide regulation for the installation and maintenance of landscaping and landscaped open space. Trees and plants are integral and vital parts of the earth's ecosystem: they conserve energy; they provide essential and desirable benefits to man, including the production of life supporting oxygen, the reduction of carbon dioxide, the filtering of dust and gaseous pollutants; they serve as a natural abatement to noise pollution; they camouflage unsightly views; they provide shelter to birds and wildlife; they

enhance the value of property; they preserve open space; and they maintain and improve the aesthetic quality of the City of Aventura, thereby promoting the health and general welfare of its citizenry. In addition, it is the policy of the City Commission that every effort shall be made to preserve and maintain viable vegetation within the City of Aventura. The City encourages the Florida Yards and Neighborhoods Program "Florida-Friendly" Landscaping principles of (1) choosing low-maintenance plants that are able to tolerate short periods without rainfall that have few pest and disease problems and (2) planting the right tree or plant in the right place to avoid problems such as clogged sewers, cracked sidewalks and power service interruptions.

...

- (d) *Definitions.* The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

ANSI A300 Standards: Industry-developed standards of practice for tree care. Acronym for American National Standards Institute.

...

Clear Wood: A measurement from the soil line to the highest point on the trunk free of persistent leaf bases. On palms with a crownshaft, the measure will be from the soil line to the base of the crownshaft.

Clearance pruning: Pruning required to avoid damage or danger related to structures, power distribution and property, as defined in the current ANSI A300 Standards.

Controlled Plant Species: Pruning required to avoid damage or danger related to structures, power distribution and property, as defined in the current ANSI A300 Standards.

Diameter at breast height ("DBH") shall mean the diameter of a tree's trunk measured at a height four and one-half (4.5) feet above natural grade. In the case of multiple-trunk trees, the DBH shall mean the sum of each trunk's diameter measured at a height of four and one-half (4.5) feet above natural grade.

...

Emitters: Devices which are used to control the discharge of irrigation water from lateral pipes.

Florida Friendly Landscaping: Practices, materials or actions developed by the Florida Yards and Neighborhood Program that help to preserve Florida's natural resources and protect the environment.

Florida Yards and Neighborhood Program: Is a partnership of the University of Florida/Institute of Food and Agricultural Sciences, Florida's water management districts, the Florida Department of Environmental Protection, the National Estuary Program, the Florida Sea Grant College Program and other agencies, managed locally by the Miami-Dade Cooperative Extension Division of the Consumer Services Department.

Grey wood: The area of trunk on a palm from ground level to the palm frond sheath, except where removal of branches is necessary to protect property and public safety. The following trees are exempt from this section: ~~Schinus terebinthifolius (Brazilian Pepper), Metopium toxiferum (Poison Wood), Casuarina spp. (Australian Pine), Melaleuca quinquenervia (Cajeput Tree), Acacia auriculiformis, Bischofia javanica, Araucaria heterophylla (Norfolk Island Pine), or Thespesia populnea (Seaside Mahoe).~~

Ground cover: Plant material which is a dense, extensive growth of low-growing plants, other than turfgrass, normally reaching a maximum height of not more than 24 inches at maturity.

Hattracking: To flat cut the top of a tree, severing the leader or leaders; or pruning a tree by stubbing off mature wood larger than three inches in diameter; or reducing the tree's living canopy by more than one-third except where removal of branches is necessary to protect property and public safety. ~~The following trees are exempt from this section: Schinus terebinthifolius (Brazilian Pepper), Metopium toxiferum (Poison Wood), Casuarina spp. (Australian Pine), Melaleuca quinquenervia (Cajeput Tree), Acacia Auriculiformis, Bischofia Javanica, Araucaria heterophylla (Norfolk Island Pine), or Thespesia Populnea (Seaside Mahoe).~~

....

Heat island: An unnaturally high temperature microclimate resulting from radiation from unshaded impervious surfaces.

...

Hydrozone: A zone in which plant material with similar water needs are grouped together.

Irrigation detail: A graphic representation depicting the materials to be used and dimensions to be met in the installation of the irrigation system.

Irrigation plan: A plan drawn at the same scale as the landscape plan, indicating location and specification of irrigation system components and other relevant information as required by this chapter.

Irrigation system: A system of pipes or other conduits designed to transport and distribute water to keep plants in a healthy and vigorous condition.

Landscape feature: Trellis, arbor, fountain, pond, garden sculpture, garden lighting, decking, patio, decorative paving, gazebo, and other similar elements.

Landscaping material: Any of the following or combination thereof such as, but not limited to: Grass, ground cover, shrubs, vines, hedges, ~~and~~ trees, ~~or~~ palms and non-living material such as rocks, pebbles, sand, mulch, or pervious decorative paving materials.

Landscape Manual: The Miami-Dade County Landscape Manual adopted under Chapter 18A of the Code of Miami-Dade County, which is to be used as a guide with this section.

Landscape plan: A plan indicating all landscape areas, stormwater retention/detention areas, areas which qualify to be excluded from maximum permitted lawn area, existing vegetation to be retained, proposed plant material, landscape legend, landscape features, planting specifications, all landscape calculations, the size and zoning of the subject parcel, the length of all abutting and interior roadways, a north arrow, the scale of the plan, the percentage of native species for all trees and shrubs, graphic depictions of the minimum standards for planting and bracing for all trees, palms, and shrubs, view triangles where required, and all other relevant information as required by this article.

...

Planting detail: A graphic representation of the plant installation depicting the materials to be used and dimensions to be met in the placement of plants and other landscape materials.

Prohibited plant species: Those plants listed in the Miami-Dade County Landscape Manual which are demonstrably detrimental to native plants, native wildlife, ecosystems or

human health, safety, and welfare, ~~except as specifically allowed as hedge material only and upon approval of the director.~~

...

Specimen tree: A tree with any individual trunk which has a DBH of eighteen (18) inches or greater, but not including the following:

- (1) All trees listed in Section 24-49(4)(f) of the Code of Miami-Dade County;
- (2) Non-native fruit trees that are cultivated or grown for the specific purpose of producing edible fruit, including, but not limited to, mangos, avocados, or species of citrus;
- (3) Non-native species of the genus Ficus, and
- (4) All multi-trunk trees in the palm family, except Acoelorrhaphe wrightii and Phoenix reclinata which have a minimum overall height of fifteen (15) feet.

...

Vegetation survey: A drawing provided at the same scale as the landscape plan which includes relevant information as required by this article.

...

~~Xeriscape: A type of landscaping utilizing native plants and ground cover that needs reduced water and little maintenance, which is detailed in the South Florida Water Management District publication, Xeriscape, Plant Guide II as amended, incorporated herein by reference.~~

- (e) *Landscape plan required.* Prior to the issuance of a building permit or site plan approval, a landscape plan shall be submitted to and approved by the Director of the Community Development Department.

All landscape plans must be signed and sealed by a State of Florida Registered Landscape Architect. ~~The landscape plan shall be drawn to a scale not less than 1" = 20' 0". All landscape plans must be signed and sealed by a State of Florida Registered Landscape Architect. This plan shall clearly delineate existing and proposed buildings, parking, driveways, or other vehicular use areas. The plan shall also designate the name (botanical and common), size (height and spread), quantity, quality and location of the plant material to be installed, as well as the name, size, location, and condition of viable, existing vegetation. The plan shall also include a tabulation of required and provided plant materials.~~ The use of xeriscape principles Florida-Friendly Landscaping principles in the development of this plan is strongly encouraged. No building permit or site plan approval shall be issued unless such landscape plan complies with the provisions herein.

Landscape plans shall be provided as part of the submission for site plan approval and shall:

- (1) Be drawn to scale not less than 1"=20' and include property boundaries, north arrow, graphic scale, and date.
- (2) Include a vegetation survey, including an aerial photograph which outlines the subject site, provided at the same scale as the landscape plan.
- (3) Delineate existing and proposed structures, parking spaces, accessways and other vehicular use areas, sidewalks, utilities, easements, height and voltage of power lines on the property or adjacent property.

- (4) Indicate the common and scientific name and quantity of plants to be installed using "Landscape Legend" code format as prescribed by the Director of Community Development.
- (5) Identify all landscape features and non-living landscape materials.
- (6) Show all areas of vegetation required to be preserved by law, including but not limited to trees, specimen trees, native plant species, Natural Forest Communities, native habitats and wetlands.
- (7) Illustrate any geologic, historic and archeological features to be preserved.
- (8) Depict stormwater retention/detention areas and areas excluded from maximum permitted lawn area.
- (9) Document zoning district, net lot area, required open space, and maximum permitted lawn area.
- (10) Complete "Owner's or Preparer's Certification of Landscape Compliance at Time of Landscape Plan Submittal" in form approved by the City Manager.

Landscape plans submitted for permit shall include all of the above, as well as the following:

- (1) A fully completed, permanently affixed "Landscape Legend" as prescribed by the Director of Community Services.
- (2) Critical layout dimensions for trees, plant beds and landscape features.
- (3) Method(s) to protect and relocate trees and native plant communities during construction.
- (4) Planting details and specifications.
- (5) Irrigation plans, as required by the zoning district.
- (6) Irrigation details and specifications, as required above.

Prior to the issuance of final landscape approval for any building permit issued by the City, an Owner's, or a Professional Preparer's Certificate of Landscape Compliance for Final Inspection, in a form approved by the City Manager, shall be submitted at the time that the final inspection is requested.

(f) Vegetation survey required. A vegetation survey shall be provided for all sites at the same scale as the landscape plan. The vegetation survey shall be accompanied by an aerial photograph which outlines the subject site without obscuring its features. The vegetation survey shall provide the following information:

- (1) The accurate location and graphic representation, in relation to existing development, of all existing trees of a minimum two-inch DBH or ten-foot height or, for native trees, of a minimum one and one-half (1½) DBH or eight-foot height, including those which are proposed to be removed, relocated or preserved on site in accordance with the requirements of this Code.
- (2) A table showing the following information:
 - (a) The scientific and common name of each tree, each of which shall be numbered.

(b) The diameter at breast height (DBH) of each tree, or if a multiple trunk tree, the sum DBH for all trunks.

(c) An estimate of the height, canopy cover, and physical condition of each tree, and whether specimen tree(s) exist on site.

(g) Landscape Plan Review: Landscape plans shall be reviewed in accordance with the following goals and objectives and the guidelines:

(1) Landscape design shall enhance architectural features; relate structure design to the site; visually screen dissimilar uses and unsightly views; reduce noise, glare and heat gain from paved areas, major roadways and incompatible uses; strengthen important vistas and reinforce neighboring site design and architecture.

(2) Existing specimen trees, native vegetation (including canopy, understory, and ground cover) shall be preserved to the maximum extent possible and all requirements of Section 24-49 of the Code of Miami-Dade County shall be met.

(3) In order to conserve water, reduce maintenance, and promote plant health, plant species shall be selected and installed based on their water needs, growth rate and size, and resource inputs. Plants with similar water needs shall be grouped in hydrozones. Adequate growth area, including rooting space, based on natural mature shape and size shall be provided for all plant materials.

(4) The plan shall include the use of native plant species in order to reestablish an aesthetic regional quality and take advantage of the unique diversity and adaptability of native species to the environmental conditions of South Florida. Where feasible, the re-establishment of native habitats shall be incorporated into the landscape plan.

(5) Trees and shrubs shall be planted in such a way as to reduce energy consumption by shading buildings and shall be used to reduce heat island effects by shading paved surfaces.

(6) Street trees shall be used to shade roadways and provide visual order. Where feasible, selected species shall be used to establish a road hierarchy by defining different road types.

(7) Special attention shall be given to the use of appropriate species located under, or adjacent to overhead power lines, and near native plant communities and near underground utility lines. Adequate growth area shall be provided for all plant materials.

(9) Landscaping shall be designed in such a way as to provide safe and unobstructed views at intersections of roadways, driveways, recreational paths and sidewalks in accordance with this article.

(f) (h) Minimum landscape requirements for all zoning districts.

(1) Tree specifications.

a. Required trees shall be of a species which normally grow to a minimum height of 25 feet and have a mature crown spread of not less than 20 feet with trunks which can be maintained with over six feet of clear wood. Emphasis is given to the use of native species.

b. All required trees shall have a minimum caliper or diameter at breast height (D.B.H) of three inches and be a minimum of ~~42~~ 14 feet in height at time of planting. The minimum tree canopy shall be 7', centered on the trunk. ~~A list of approved required trees is available from the Director of the Community Development Department.~~

- c. Required palms shall be field grown and have a minimum of 16 feet in overall height with a minimum of 6 feet of clear wood. a minimum of 14 feet in height and six feet of gray wood.
- d. Adjacent to any street right-of-way, a single trunk palm species with a minimum 10 inches DBH and a minimum of 8 feet of clear wood is required. Queen palms (Syagrus romanzoffiana) shall not be allowed as street trees.
- d.e. No more than 40 thirty (30%) percent of all required gray wood trees shall be of a palm species, as determined by the Director or Designee.
- e.f. Three palm trees shall be clustered to equal one required tree: The three palm trees in the cluster shall be of differing heights, with a minimum three-foot stagger between adjacent palms, but, in no case smaller than 44 16 feet in height. Roystonea sp. (Royal Palm) and Phoenix sp. (Date Palm) may have matching heights. Such clustering shall be determined by Director or Designee.
- f.g. It is prohibited to paint the trunks of trees or palms.
- h. Prohibited and controlled tree species shall not be counted toward fulfilling minimum tree requirements. Prohibited trees shall be removed from the site.
- i. Of the required trees at least thirty (30%) percent shall be native species and fifty (50%) percent shall be low maintenance and drought tolerant.
- j. Eighty (80%) percent of the trees shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low-Maintenance Landscape Plants for South Florida list.
- k. Consideration shall be given to the selection of trees, plants and planting site to avoid serious problems such as clogged sewers, cracked sidewalks, and power service interruptions.

(2) Other plant material specifications.

- a. Shrubs and hedges: Shall be of a self-supporting, woody, evergreen species and shall be a minimum of two feet in height at time of planting. Hedges shall be planted and maintained so as to form a continuous, solid visual screen, of not less than three feet in height, within one year of planting. Spacing of plants shall be no more than 24 inches on center. Double staggered rows may be required in some areas as determined by Director or Designee. Of the provided shrubs at least:
 - (a) Thirty (30%) percent shall be native species; and
 - (b) Fifty (50%) percent shall be low maintenance and drought tolerant; and
 - (c) Eighty (80%) percent shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low-Maintenance Landscape Plants for South Florida list.
- b. Ground covers: May be used in lieu of grass. Ground covers shall present a finished appearance and reasonably complete coverage at time of planting.
- c. Lawn grass: Shall be St. Augustine 'Floritam' solid sod, or other lawn type species well adapted to localized growing conditions, as approved by the Director, reasonably free of insects and noxious weeds. Lawn shall be solid sodded for immediate effect.
- d. Quality: Plant material shall comply with required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture and Consumer

Service's most current edition of "Grades and Standards of Nursery Plants, Part I & II", latest revisions, and "Grades and Standards for Nursery Plants, Part II for Palms and Trees", or with superseding standards called for in these specifications. Plants shall conform to Florida No. 1 or better regarding:

1. Shape and form.
2. Health and vitality.
3. Condition of foliage.
4. Root system.
5. Free from pest and mechanical damaged.
6. Heavily branched and with dense foliage.
7. Trees installed pursuant to this Section shall have (1) primary vertical trunk and secondary branches free of included bark up to a height of six (6) feet above natural grade.

...

(3) Installation.

...

- c. Existing plant credit: In instances where healthy plant material exists on-site (particularly native or ~~xeriscape~~ Florida-friendly species), the Director or Designee may adjust the requirements of this article to allow credit for such plant material, if, in his or her opinion, such an adjustment is in keeping with and will preserve the intent of this article.
- ...

(4) Irrigation.

All newly landscaped areas shall be provided with a fully automatic underground irrigation system that provides 100 percent coverage to all landscaped areas. ~~The irrigation system should be designed to provide only the required water to sustain viable plant material. The use of a porous, pipe subsurface irrigation system that requires low water volume and pressure is encouraged when adjacent to vehicular roadway areas.~~

- a. Irrigation systems shall be designed, operated and maintained to:
 1. Meet the needs of all the plants in the landscape.
 2. Consider soil, slope and other site characteristics in order to minimize water waste, including overspray or overflow on to impervious surfaces and other non-vegetated areas, and off-site runoff.
 3. Minimize free flow conditions in case of damage or other mechanical failure.
 4. Use low trajectory spray heads, and/or low volume water distributing or application devices.
 5. Maximize uniformity, considering factors such as:
 - (1) Emitters types.
 - (2) Head spacing.

- (3) Sprinkler pattern, and
- (4) Water pressure at the emitter.
- 6. Use the lowest quality water feasible.
- 7. Rain switches and other devices, such as soil moisture sensors, shall be used with automatic controls.
- 8. Where feasible, drip irrigation or micro-sprinklers shall be used.
- 9. During dry periods, irrigation application rates of between one (1) and one and one-half (1½) inches per week are recommended for turf areas.
- a. 10. The operation of an irrigation system during periods of heavy rainfall is prohibited and shall conform to standards and regulations as established by the South Florida Water Management District. Irrigation controllers shall be switched to manual operation during periods of increased rainfall. Use of rain gauge sensors is required. A functioning moisture or rain sensor shut-off device shall be required on all irrigation systems equipped with automatic controls. The device shall not be installed under the eaves of houses, buildings or other obstructions, nor in the path of the irrigation system.

~~(g)~~ (i) Maintenance.

(4) Pruning. Trees shall be pruned in the following manner:

- a. All cuts shall be clean, flush and at junctions, laterals or crotches. All cuts shall be made as close as possible to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub.
- b. Removal of dead wood, crossing branches, weak or insignificant branches, and sucker shall be accomplished simultaneously with any reduction in crown.
- c. Cutting of lateral branches that results in the removal of more than one-third (1/3) of all branches on one (1) side of a tree shall only be allowed if required for hazard reduction or clearance pruning.
- d. Lifting of branches or tree thinning shall be designed to distribute over half of the tree mass in the lower two-thirds (2/3) of the tree.
- e. No more than one-third (1/3) of a tree's living canopy shall be removed within a one (1) year period.
- f. Trees shall be pruned according to the current ANSI A300 Standards and the Landscape Manual.

~~(4)(5)~~ Edging. Edging shall be accomplished in such a manner so as not to destroy landscaping material.

~~(5)(6)~~ Fertilization. Fertilize landscaping material, as needed, to maintain healthy, viable growth. Apply appropriate fertilizer to avoid symptoms of chlorosis and trace element deficiency. Use of environmentally safe fertilizer is required. Application of fertilizer must conform to manufacturers specifications.

~~(h)~~ Tree removal permit. No existing tree on the site having a trunk diameter of three inches or greater, or trees with an overall height of twelve feet and greater, except for Schinus

~~terebinthifolius (Brazilian Petter), Metopium toxiferum (Poison Wood), Albizia Lebbeck (Woman's Tongue), Dalbergia Sisoo (Indian Rosewood), Thespesia Populnea (Seaside Mahoe), Hibiscus Tiliaceus (Mahoe), Casuarina spp. (Australian Pine), Melaleuca quinquenervia (Cajeput Tree), Ficus Benjamina (Weeping Fig), Ficus Nitida (Laurel Fig) species, Acacia Auriculiformis (Earleaf Acacia), Bishoffia Javanica or Araucaria heterophylla (Norfolk Island Pine)~~ shall not be removed or relocated without a permit from the Community Development Department of the City. In evaluating whether to grant a tree removal permit, the Director or Designee shall consider the size, species (native or not), health, rareness and age of the tree. A tree survey identifying all existing trees over three inches in diameter or trees with an overall height of twelve feet and greater shall be included with any building permit application. This survey drawing shall be overlaid directly upon the site plan sufficiently to provide the accurate location of all existing trees which are proposed to be destroyed, relocated, or preserved, the identification number of each tree, botanical name and common name of each tree, and the diameter at breast height (DBH) of each tree, height and canopy spread of each tree, condition and disposition of each tree. In addition, all applicable portions of ~~Tree Protection Ordinance #89-8~~ Section 24-49 of the Code of Miami-Dade County are adopted herein. Applicability of the Miami-Dade County Ordinance shall be as determined by the Director or Designee.

Excepted from this section are the tree species listed in Section 24-49(4)(f) of the Code of Miami-Dade County.

...

(2) *Relocation standards.* Trees that are to be relocated shall be consistent with the Tree Relocation Standards as set forth in Section 24-49.6 of the Code of Miami-Dade County and the following minimum standards:

...

(i) *Minimum design standards.* The following shall apply to all developments requiring site plan or permit approval except for single and two-family dwellings:

...

- (5) *Clear sight triangles.*
- a. When an accessway intersects a public street or alley right-of-way, or another accessway, or when the vehicular use area is contiguous to the intersection of two or more public rights-of-way, all landscaping within the triangular areas created by such intersections and defined below shall provide unobstructed vision clearance at an elevation of ~~30-~~ 2.5 feet to eight feet in height. Vision clearance requirements shall comply with American Association of State Highway & Transportation Officials (AASHTO).
 - b. Trees having over six feet of clear trunk with limbs and foliage trimmed in such a manner as not to extend into the vision clearance area shall be permitted, provided they in no way create a traffic hazard. No landscaping elements, except for grass, ground cover, or hedges no greater than 2.5 feet shall be located nearer than five ten feet to any accessway intersection of a public road.

...

ANALYSIS

The proposed amendments to the City's Land Development Regulations have been analyzed using the criteria for amendment in Section 31-77 of the City Code, as follows:

1. The proposed amendment is legally required.

The proposed amendments are legally required to implement the recommended revisions.

2. The proposed amendment is consistent with the goals and objectives of the Comprehensive Plan.

The proposed amendments are consistent with the goals and objectives of the Comprehensive Plan.

3. The proposed amendment is consistent with the authority and purpose of the LDR.

The proposed amendments are consistent with the authority and purpose of the Land Development Regulations.

4. The proposed amendment furthers the orderly development of the City.

The proposed amendments further the orderly development of the City.

5. The proposed amendment improves the administration or execution of the development process.

The proposed amendments improve the administration or execution of the development process in that they provide clarification, provide consistency with existing legislation and update existing provisions.

ORDINANCE NO. 2014- _____

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 31-144(C), COMMUNITY BUSINESS DISTRICT, SUBSECTION c)(5)b. TO PROVIDE FOR INTERNAL CONSISTENCY AND CROSS-REFERENCE RELATED TO HEIGHT OF SHOPPING CENTER BUILDINGS; AMENDING SECTION 31-144(C), COMMUNITY BUSINESS DISTRICT, SUBSECTION c)(1)t. TO PROVIDE FOR INTERNAL CONSISTENCY AND CROSS-REFERENCE RELATED TO PET SHOPS; AMENDING CHAPTER 4, ALCOHOLIC BEVERAGES, SUBSECTION (e)(2) OF SECTION 4-2 TO CLARIFY EXEMPTION FOR DINING ROOMS AND RESTAURANTS; AMENDMENT TO SECTION 31-234, OUTDOOR LIGHTING STANDARDS, TO PROVIDE CONSISTENCY WITH THE MIAMI-DADE COUNTY CODE OF ORDINANCES AND AMENDING SECTION 31-221, LANDSCAPING REQUIREMENTS, TO PROVIDE CONSISTENCY WITH THE MIAMI-DADE COUNTY CODE OF ORDINANCES AND TO INCREASE THE MINIMUM HEIGHT OF TREES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Aventura ("City Commission") is desirous of amending the Code of Ordinances ("City Code"), to clarify and to update certain sections of the Code for internal consistency and to provide for updated cross-references, and for consistency with updates to the Miami-Dade County Code of Ordinances; and

WHEREAS, the City Commission desires to provide internal consistency and cross reference for the maximum height of shopping center buildings that are subject to Section 31-144(c), Subsection (5)(a)(4); and

WHEREAS, the City Commission desires to provide internal consistency and cross reference for permitted use of pet stores in the B2, Community Business District, Section 31-144(c) of the City Code; and

WHEREAS, the City Commission desires to clarify the exemption for dining rooms and restaurants from the distance and spacing requirements of Chapter 4 of the City Code; and

WHEREAS, the City Commission desires to provide for consistency of Section 31-234, Outdoor Lighting Standards, with the provisions of the Miami-Dade County Code of Ordinances; and

WHEREAS, the City Commission desires to provide for consistency of Section 31-221, Landscaping Requirements, with the provision of the Miami-Dade County Code of Ordinances and to increase the minimum size of trees consistent with other municipalities; and

WHEREAS, the City Commission has been designated as the Local Planning Agency for the City pursuant to Section 163.3174, Florida Statutes; and

WHEREAS, the City Commission, in its capacity as the Local Planning Agency, has reviewed the proposed amendments to the City Code pursuant to the required public hearing and has recommended approval to the City Commission; and

WHEREAS, the City Commission has reviewed the proposed amendments, and finds that it is in the best interests of the public to amend the City Code as set forth in this Ordinance; 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 action set forth in the Ordinance and has determined that such action is consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT¹:

Section 1. Recitals Adopted. That each of the above-stated recitals are hereby adopted and confirmed.

Section 2. City Code Amended. Section 31-144(c) "Community Business (B2) District" of Article VII. "Use Regulations" of Chapter 31, "Land Development Regulations" is hereby amended to read as follows:

c) *Community Business (B2) District.* This district is intended primarily to provide for general commercial activity for a wide range of goods and services to the entire community and sub region. Such businesses generally require locations convenient for both vehicular and pedestrian traffic and would be expected to have orientation toward and direct access to arterial roadways.

...

(5) *Site development standards.*

a. *Floor area ratio and lot coverage and minimum landscaped open space requirements:*

...

2. The floor area ratio shall be 0.40 at one story and shall be increased by 0.11 for each additional story. Structure parking shall not count as part of the floor area, but shall be counted in computing building height. The total lot coverage permitted for all buildings on the site shall not exceed 40 percent of the total lot area, except as provided in Subsection 4. below. The floor area ratio shall not exceed 2.0 for all buildings in this district in conformance with the comprehensive plan.

3. For shopping center buildings with more than 1,000,000 square feet of gross leasable area that provide public amenities including, but not limited to, public plazas, fountains

¹ Underlined provisions constitute proposed additions to existing text; ~~stricken through~~ provisions indicate proposed deletions from existing text.

or other water features, seating areas and recreational walking areas and that do not exceed five stories in height, the minimum landscaped open space shall be 15 percent of the total lot area. Said open space shall be extensively landscaped with grass, trees and shrubbery in accordance with a landscape plan to be approved by the City Manager. The non-leasable areas within enclosed or non-enclosed malls which are landscaped with grass, trees and/or shrubbery, water areas therein, and areas therein with permanent art display areas may be used as part of the required landscaped open space provided such areas do not exceed ten percent of the required landscaped open space.

4. For parcels that include one or more shopping center buildings, the maximum lot coverage shall not exceed 45% of the total lot area, provided that such shopping center buildings contain more than 1,000,000 square feet of gross leasable area and do not exceed five stories in height and that the shopping center building provides a centralized multi-modal transportation facility which is enclosed within a parking structure, and which may be used by: City transit providers, County transit providers, any other governmental entities requesting use of the facility and private transit providers.

b. Maximum height: 12 stories or 120 feet overall maximum height, including structure parking, provided that a height limitation of five (5) stories shall apply only for shopping center buildings which are subject to Subsection (5)(a)(4) above. That portion of the building or structure within 200 feet of any residential zone shall be subject to a height limitation of one foot for every two feet in distance from the residential zoned plot unless the application of this requirement would limit the building height to a minimum of 25 feet.

...

Section 3. City Code Amended. Section 31-144(c) "Community Business (B2) District" of Article VII. "Use Regulations" of Chapter 31, "Land Development Regulations" is hereby amended to read as follows:

Section 31-144(c). Community Business (B2) District.

c) *Community Business (B2) District.* This district is intended primarily to provide for general commercial activity for a wide range of goods and services to the entire community and sub region. Such businesses generally require locations convenient for both vehicular and pedestrian traffic and would be expected to have orientation toward and direct access to arterial roadways.

(1) *Uses permitted.* No building or structure, or part thereof, shall be erected, altered or used, or land used in whole or part for other than one or more of the following specific uses, provided the requirements set forth elsewhere in this section are satisfied:

...

t. Pet shops operated in compliance with Section 1-17 of the City Code and dog beauty parlors in air-conditioned buildings.

...

Section 4. City Code Amended. Chapter 4 "Alcoholic Beverages", Part II of the City Code of Ordinances, is hereby amended to read as follows:

Chapter 4 Alcoholic Beverages

...

Sec. 4-2. Location of establishments.

(a) *Distance from other establishments.* Unless approved as a conditional use, no premises shall be used for the sale of any alcoholic beverages, as defined herein, to be consumed on or off the premises where the structure or place of business intended for such use is located less than 1,500 feet from a place of business having an existing, unabandoned, legally established (and not one of the uses excepted from the spacing requirements hereinafter provided) alcoholic beverage use which permits consumption on or off the premises. The 1,500 feet distance requirements shall be measured by following a straight line from the nearest portion of the structure of the place of business.

(b) *Distance from religious facility or school.* Unless approved as a conditional use, no premises shall be used for the sale of alcoholic beverages to be consumed on or off the premises where the structure or place of business intended for such use is located less than 2,500 feet from a religious facility or school. The 2,500-foot distance requirement shall be measured and computed as follows:

(1) From a religious facility, the distance shall be measured by following a straight line from the front door of the proposed place of business to the nearest point of the religious facility grounds, and

(2) From a school, the distance shall be measured by following a straight line from the front door of the proposed place of business to the nearest point of the school grounds.

...

(e) *Exceptions to spacing and distance requirements.* The restrictions and spacing requirements set forth in subsections (a) and (b) above shall not apply:

...

(2) Restaurants in B1, ~~and~~ B2, TC1, TC2 and TC3 Zoning Districts. To dining rooms or restaurants located in the B1, ~~and~~ B2, TC1, TC2 and TC3 Zoning Districts and which do not comply with subparagraph (3) below, but which comply with the requirements of such districts and serve cooked, full course meals, daily prepared on the premises, or such other dining rooms or restaurants in other more liberal zoning districts complying with the requirements of the B1, ~~and~~ B2, TC1, TC2 and TC3 Districts and which serve cooked, full course meals, daily prepared on the premises, providing that only a service bar is used and alcoholic beverages are sold only to persons seated at tables. This exemption does not include cafes and/or kiosks that serve light meals, snacks and/or hot and cold beverages.

...

Section 5. City Code Amended. Section 31-234 "Outdoor Lighting Standards" of Article XI. "Development Standard of General Applicability" of Chapter 31 "Land Development Regulations" of the Code of Ordinances is hereby amended to read as follows:

Section 31-234. Outdoor lighting standards.

(a) *General.* No structure or land shall be developed, used or occupied unless all outdoor lighting conforms to the requirements of this section. The terms used in this section shall have the definition use by the Illuminating Engineers Society. Open parking lots, alleys and access thereto shall be illuminated as set forth below. For purposes of this section, alley is defined as a narrow vehicular thoroughfare up to twenty-five (25) feet in width upon which service entrances or buildings abut and not generally used as a thoroughfare for general traffic; provided, however, alleys shall not include public rights-of-way. Lighting shall be designed and placed to illuminate the ground, a vehicular use area, a building, a street, or a sign. All lighting shall be concentrated on the ground, building, street, or sign it is intended to illuminate. Lighting which is designed to illuminate the building roof area, except for safety reasons as determined by the Community Development Director, shall be prohibited.

(b) *Preparation of site lighting plan.* A plan which shows the photometrics of the site's lighting for vehicular use areas and alleys and access thereto, outside building areas, signs and streets shall be prepared by a registered professional engineer. The plan shall incorporate all existing and proposed sources of artificial light used on the site, including adjoining outparcels. The lighting plan shall be submitted with the final building plans, prepared at the same scale. The plan must indicate and be certified for compliance with the standards of this section.

(c) *Minimum and Maximum illumination.* All multifamily, shopping centers and office buildings shall illuminate parking lots and access thereto and all pedestrian areas to a minimum maintained average of 1.0 footcandle from dusk to dawn and a uniformity ratio not to exceed a maximum to minimum ratio of 12 to 1 footcandles., with no area below the illumination of 0.5 footcandle provided that the lighting level may be reduced by fifty percent (50%) on non-business days and commencing thirty (30) minutes after the termination of each operating day. The area immediately outside of exterior doors shall have security illumination and shall be activated during the dark period of every day.

Parking and nonenclosed areas under or within buildings at grade shall be provided with a maintained minimum of 1 foot candle of light on the parking and walking surfaces from dusk to dawn.

Alleys shall be provided with a maintained minimum of 1/3 foot candle on the alley surface from dusk to dawn.

(d) *Maximum illumination.* All lighting for parking areas, buildings and signs shall be located, screened, or shielded so that adjacent property, structures, and rights-of-way are not directly illuminated. All lighting for parking areas, buildings and signs shall either be shaded or screened in a manner that will limit spillover of lighting onto adjacent property and public rights-of-way. Spillover

shall not exceed 0.5 footcandles measured vertically along the property line at the perimeter of the property.

(e) *Lighting height standards.* All private outdoor lighting shall be designed, located and mounted at heights no greater than:

- (1) 12 feet above grade for non-cut-off type luminaries, and
- (2) 30 feet above grade for cut-off type luminaries.

(f) *Exceptions.* ~~Public facilities including but not limited to parks; lighted recreation and athletic areas, courts and fields; and water and wastewater treatment facilities shall be exempted from these standards.~~ The provisions of this section shall not apply to governmental facilities not generally open to the public, and shall apply to those governmental facilities that are generally open to the public only during the dusk-to-dawn hours such facilities are open.

(g) *Street lighting.* A street lighting system shall be provided in all land development projects with public or private streets. All street lighting shall be installed according to standards established by the City or County.

Section 6. City Code Amended. Section 31-221 "Landscaping Requirements" of Article X., Landscaping Requirements, of Chapter 31 "Land Development Regulations" is hereby amended as follows:

ARTICLE X. LANDSCAPING REQUIREMENTS

Sec. 31-221. Landscaping requirements.

(a) *Intent and purpose.* The purpose and intent of this article is to provide regulation for the installation and maintenance of landscaping and landscaped open space. Trees and plants are integral and vital parts of the earth's ecosystem: they conserve energy; they provide essential and desirable benefits to man, including the production of life supporting oxygen, the reduction of carbon dioxide, the filtering of dust and gaseous pollutants; they serve as a natural abatement to noise pollution; they camouflage unsightly views; they provide shelter to birds and wildlife; they enhance the value of property; they preserve open space; and they maintain and improve the aesthetic quality of the City of Aventura, thereby promoting the health and general welfare of its citizenry. In addition, it is the policy of the City Commission that every effort shall be made to preserve and maintain viable vegetation within the City of Aventura. The City encourages the Florida Yards and Neighborhoods Program "Florida-Friendly" Landscaping principles of (1) choosing low-maintenance plants that are able to tolerate short periods without rainfall that have few pest and disease problems and (2) planting the right tree or plant in the right place to avoid problems such as clogged sewers, cracked sidewalks and power service interruptions.

- (d) *Definitions.* The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

ANSI A300 Standards: Industry-developed standards of practice for tree care. Acronym for American National Standards Institute.

...

Clear Wood: A measurement from the soil line to the highest point on the trunk free of persistent leaf bases. On palms with a crownshaft, the measure will be from the soil line to the base of the crownshaft.

Clearance pruning: Pruning required to avoid damage or danger related to structures, power distribution and property, as defined in the current ANSI A300 Standards.

Controlled Plant Species: Pruning required to avoid damage or danger related to structures, power distribution and property, as defined in the current ANSI A300 Standards.

Diameter at breast height ("DBH") shall mean the diameter of a tree's trunk measured at a height four and one-half (4.5) feet above natural grade. In the case of multiple-trunk trees, the DBH shall mean the sum of each trunk's diameter measured at a height of four and one-half (4.5) feet above natural grade.

...

Emitters: Devices which are used to control the discharge of irrigation water from lateral pipes.

Florida Friendly Landscaping: Practices, materials or actions developed by the Florida Yards and Neighborhood Program that help to preserve Florida's natural resources and protect the environment.

Florida Yards and Neighborhood Program: Is a partnership of the University of Florida/Institute of Food and Agricultural Sciences, Florida's water management districts, the Florida Department of Environmental Protection, the National Estuary Program, the Florida Sea Grant College Program and other agencies, managed locally by the Miami-Dade Cooperative Extension Division of the Consumer Services Department.

~~*Grey wood:* The area of trunk on a palm from ground level to the palm frond sheath, except where removal of branches is necessary to protect property and public safety. The following trees are exempt from this section: Schinus terebinthifolius (Brazilian Pepper), Metopium toxiferum (Poison Wood), Casuarina spp. (Australian Pine), Melaleuca quinquenervia (Cajeput Tree), Acacia auriculiformis, Bischofia javanica, Araucaria heterophylla (Norfolk Island Pine), or Thespesia populnea (Seaside Mahoe).~~

Ground cover: Plant material which is a dense, extensive growth of low-growing plants, other than turfgrass, normally reaching a maximum height of not more than 24 inches at maturity.

~~*Hatracking:* To flat cut the top of a tree, severing the leader or leaders; or pruning a tree by stubbing off mature wood larger than three inches in diameter; or reducing the tree's living canopy by more than one-third except where removal of branches is necessary to protect property and public safety. The following trees are exempt from this section: Schinus terebinthifolius (Brazilian Pepper), Metopium toxiferum (Poison Wood), Casuarina spp. (Australian Pine), Melaleuca~~

~~quincunaria (Cajeput Tree), Acacia Auriculiformis, Bischofia Javanica, Araucaria heterophylla (Norfolk Island Pine), or Thespesia Populnea (Seaside Mahoe).~~

....

Heat island: An unnaturally high temperature microclimate resulting from radiation from unshaded impervious surfaces.

...

Hydrozone: A zone in which plant material with similar water needs are grouped together.

Irrigation detail: A graphic representation depicting the materials to be used and dimensions to be met in the installation of the irrigation system.

Irrigation plan: A plan drawn at the same scale as the landscape plan, indicating location and specification of irrigation system components and other relevant information as required by this chapter.

Irrigation system: A system of pipes or other conduits designed to transport and distribute water to keep plants in a healthy and vigorous condition.

Landscape feature: Trellis, arbor, fountain, pond, garden sculpture, garden lighting, decking, patio, decorative paving, gazebo, and other similar elements.

Landscaping material: Any of the following or combination thereof such as, but not limited to: Grass, ground cover, shrubs, vines, hedges, and trees, or palms and non-living material such as rocks, pebbles, sand, mulch, or pervious decorative paving materials.

Landscape Manual: The Miami-Dade County Landscape Manual adopted under Chapter 18A of the Code of Miami-Dade County, which is to be used as a guide with this section.

Landscape plan: A plan indicating all landscape areas, stormwater retention/detention areas, areas which qualify to be excluded from maximum permitted lawn area, existing vegetation to be retained, proposed plant material, landscape legend, landscape features, planting specifications, all landscape calculations, the size and zoning of the subject parcel, the length of all abutting and interior roadways, a north arrow, the scale of the plan, the percentage of native species for all trees and shrubs, graphic depictions of the minimum standards for planting and bracing for all trees, palms, and shrubs, view triangles where required, and all other relevant information as required by this article.

...

Planting detail: A graphic representation of the plant installation depicting the materials to be used and dimensions to be met in the placement of plants and other landscape materials.

Prohibited plant species: Those plants listed in the Miami-Dade County Landscape Manual which are demonstrably detrimental to native plants, native wildlife, ecosystems or human health, safety, and welfare, except as specifically allowed as hedge material only and upon approval of the director.

...

Specimen tree: A tree with any individual trunk which has a DBH of eighteen (18) inches or greater, but not including the following:

- (1) All trees listed in Section 24-49(4)(f) of the Code of Miami-Dade County;
- (2) Non-native fruit trees that are cultivated or grown for the specific purpose of producing edible fruit, including, but not limited to, mangos, avocados, or species of citrus;
- (3) Non-native species of the genus Ficus, and
- (4) All multi-trunk trees in the palm family, except Acoelorrhaphe wrightii and Phoenix reclinata which have a minimum overall height of fifteen (15) feet.

...

Vegetation survey: A drawing provided at the same scale as the landscape plan which includes relevant information as required by this article.

...

~~Xeriscape: A type of landscaping utilizing native plants and ground cover that needs reduced water and little maintenance, which is detailed in the South Florida Water Management District publication, Xeriscape, Plant Guide II as amended, incorporated herein by reference.~~

- (e) *Landscape plan required.* Prior to the issuance of a building permit or site plan approval, a landscape plan shall be submitted to and approved by the Director of the Community Development Department.

All landscape plans must be signed and sealed by a State of Florida Registered Landscape Architect. ~~The landscape plan shall be drawn to a scale not less than 1" = 20' 0". All landscape plans must be signed and sealed by a State of Florida Registered Landscape Architect. This plan shall clearly delineate existing and proposed buildings, parking, driveways, or other vehicular use areas. The plan shall also designate the name (botanical and common), size (height and spread), quantity, quality and location of the plant material to be installed, as well as the name, size, location, and condition of viable, existing vegetation. The plan shall also include a tabulation of required and provided plant materials.~~ The use of xeriscape principles Florida-Friendly Landscape principles in the development of this plan is strongly encouraged. No building permit or site plan approval shall be issued unless such landscape plan complies with the provisions herein.

Landscape plans shall be provided as part of the submission for site plan approval and shall:

- (1) Be drawn to scale not less than 1"=20' and include property boundaries, north arrow, graphic scale, and date.
- (2) Include a vegetation survey, including an aerial photograph which outlines the subject site, provided at the same scale as the landscape plan.
- (3) Delineate existing and proposed structures, parking spaces, accessways and other vehicular use areas, sidewalks, utilities, easements, height and voltage of power lines on the property or adjacent property.
- (4) Indicate the common and scientific name and quantity of plants to be installed using "Landscape Legend" code format as prescribed by the Director of Community Development.

- (5) Identify all landscape features and non-living landscape materials.
- (6) Show all areas of vegetation required to be preserved by law, including but not limited to trees, specimen trees, native plant species, Natural Forest Communities, native habitats and wetlands.
- (7) Illustrate any geologic, historic and archeological features to be preserved.
- (8) Depict stormwater retention/detention areas and areas excluded from maximum permitted lawn area.
- (9) Document zoning district, net lot area, required open space, and maximum permitted lawn area.
- (10) Complete "Owner's or Preparer's Certification of Landscape Compliance at Time of Landscape Plan Submittal" in form approved by the City Manager.

Landscape plans submitted for permit shall include all of the above, as well as the following:

- (1) A fully completed, permanently affixed "Landscape Legend" as prescribed by the Director of Community Services.
- (2) Critical layout dimensions for trees, plant beds and landscape features.
- (3) Method(s) to protect and relocate trees and native plant communities during construction.
- (4) Planting details and specifications.
- (5) Irrigation plans, as required by the zoning district.
- (6) Irrigation details and specifications, as required above.

Prior to the issuance of final landscape approval for any building permit issued by the City, an Owner's, or a Professional Preparer's Certificate of Landscape Compliance for Final Inspection, in form approved by the City Manager, shall be submitted at the time that the final inspection is requested.

(f) *Vegetation survey required.* A vegetation survey shall be provided for all sites at the same scale as the landscape plan. The vegetation survey shall be accompanied by an aerial photograph which outlines the subject site without obscuring its features. The vegetation survey shall provide the following information:

- (1) The accurate location and graphic representation, in relation to existing development, of all existing trees of a minimum two-inch DBH or ten-foot height or, for native trees, of a minimum one and one-half (1½) DBH or eight-foot height, including those which are proposed to be removed, relocated or preserved on site in accordance with the requirements of this Code.
- (2) A table showing the following information:
 - (a) The scientific and common name of each tree, each of which shall be numbered.
 - (b) The diameter at breast height of each tree, or if a multiple trunk tree, the sum DBH for all trunks.

(c) An estimate of the height, canopy cover, and physical condition of each tree, and whether specimen tree(s) exist on site.

(g) Landscape Plan Review: Landscape plans shall be reviewed in accordance with the following goals, objectives and the guidelines:

(1) Landscape design shall enhance architectural features; relate structure design to the site; visually screen dissimilar uses and unsightly views; reduce noise, glare and heat gain from paved areas, major roadways and incompatible uses; strengthen important vistas and reinforce neighboring site design and architecture.

(2) Existing specimen trees, native vegetation (including canopy, understory, and ground cover) shall be preserved to the maximum extent possible and all requirements of Section 24-49 of the Code of Miami-Dade County shall be met.

(3) In order to conserve water, reduce maintenance, and promote plant health, plant species shall be selected and installed based on their water needs, growth rate and size, and resource inputs. Plants with similar water needs shall be grouped in hydrozones. Adequate growth area, including rooting space, based on natural mature shape and size shall be provided for all plant materials.

(4) The plan shall include the use of native plant species in order to reestablish an aesthetic regional quality and take advantage of the unique diversity and adaptability of native species to the environmental conditions of South Florida. Where feasible, the re-establishment of native habitats shall be incorporated into the landscape plan.

(5) Trees and shrubs shall be planted in such a way as to reduce energy consumption by shading buildings and shall be used to reduce heat island effects by shading paved surfaces.

(6) Street trees shall be used to shade roadways and provide visual order. Where feasible, selected species shall be used to establish a road hierarchy by defining different road types.

(7) Special attention shall be given to the use of appropriate species located under, or adjacent to overhead power lines, and near native plant communities and near underground utility lines. Adequate growth area shall be provided for all plant materials.

(9) Landscaping shall be designed in such a way as to provide safe and unobstructed views at intersections of roadways, driveways, recreational paths and sidewalks in accordance with this article.

(f) (h) Minimum landscape requirements for all zoning districts.

(1) Tree specifications.

a. Required trees shall be of a species which normally grow to a minimum height of 25 feet and have a mature crown spread of not less than 20 feet with trunks which can be maintained with over six feet of clear wood. Emphasis is given to the use of native species.

b. All required trees shall have a minimum caliper or diameter at breast height (D.B.H) of three inches and be a minimum of ~~42~~ 14 feet in height at time of planting. The minimum tree canopy shall be 7', centered on the trunk. ~~A list of approved required trees is available from the Director of the Community Development Department.~~

- c. Required palms shall be field grown and have a minimum of 16 feet in overall height with a minimum of 6 feet of clear wood. a minimum of 14 feet in height and six feet of gray wood.
- d. Adjacent to any street right-of-way, a single trunk palm species with a minimum 10 inches DBH and a minimum of 8 feet of clear wood is required. Queen palms (Syagrus romanzoffiana) shall not be allowed as street trees.
- ~~d.e.~~ No more than 40 thirty (30%) percent of all required gray wood trees shall be of a palm species, as determined by the Director or Designee.
- ~~e.f.~~ Three palm trees shall be clustered to equal one required tree: The three palm trees in the cluster shall be of differing heights, with a minimum three-foot stagger between adjacent palms, but, in no case smaller than 44 16 feet in height. Roystonea sp. (Royal Palm) and Phoenix sp. (Date Palm) may have matching heights. Such clustering shall be determined by Director or Designee.
- ~~f.g.~~ It is prohibited to paint the trunks of trees or palms.
- h. Prohibited and controlled tree species shall not be counted toward fulfilling minimum tree requirements. Prohibited trees shall be removed from the site.
- i. Of the required trees at least thirty (30%) percent shall be native species and fifty (50) percent shall be low maintenance and drought tolerant.
- j. Eighty (80%) percent of the trees shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low-Maintenance Landscape Plants for South Florida.
- k. Consideration shall be given to the selection of trees, plants and planting site to avoid serious problems such as clogged sewers, cracked sidewalks, and power service interruptions.

(2) Other plant material specifications.

- a. Shrubs and hedges: Shall be of a self-supporting, woody, evergreen species and shall be a minimum of two feet in height at time of planting. Hedges shall be planted and maintained so as to form a continuous, solid visual screen, of not less than three feet in height, within one year of planting. Spacing of plants shall be no more than 24 inches on center. Double staggered rows may be required in some areas as determined by Director or Designee. Of the provided shrubs at least:
 - (a) Thirty (30%) percent shall be native species; and
 - (b) Fifty (50%) percent shall be low maintenance and drought tolerant; and
 - (c) Eighty (80%) percent shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low-Maintenance Landscape Plants for South Florida.
- b. Ground covers: May be used in lieu of grass. Ground covers shall present a finished appearance and reasonably complete coverage at time of planting.

- c. Lawn grass: Shall be St. Augustine 'Floritam' solid sod, or other lawn ~~type~~ species well adapted to localized growing conditions, as approved by the Director, reasonably free of insects and noxious weeds. Lawn shall be solid sodded for immediate effect.
- d. Quality: Plant material shall comply with required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture and Consumer Service's most current edition of "Grades and Standards of Nursery Plants, Part I & II", ~~latest revisions, and "Grades and Standards for Nursery Plants, Part II for Palms and Trees"~~, or with superseding standards called for in these specifications. Plants shall conform to Florida No. 1 or better regarding:
 - 1. Shape and form.
 - 2. Health and vitality.
 - 3. Condition of foliage.
 - 4. Root system.
 - 5. Free from pest and mechanical damaged.
 - 6. Heavily branched and with dense foliage.
 - 7. Trees installed pursuant to this Section shall have (1) primary vertical trunk and secondary branches free of included bark up to a height of six (6) feet above natural grade.

...

(3) Installation.

...

- c. Existing plant credit: In instances where healthy plant material exists on-site (particularly native or ~~xeriscape~~ Florida-friendly species), the Director or Designee may adjust the requirements of this article to allow credit for such plant material, if, in his or her opinion, such an adjustment is in keeping with and will preserve the intent of this article.
- ...

(4) Irrigation.

All newly landscaped areas shall be provided with a fully automatic underground irrigation system that provides 100 percent coverage to all landscaped areas. ~~The irrigation system should be designed to provide only the required water to sustain viable plant material. The use of a porous, pipe subsurface irrigation system that requires low water volume and pressure is encouraged when adjacent to vehicular roadway areas.~~

a. Irrigation systems shall be designed, operated and maintained to:

- 1. Meet the needs of all the plants in the landscape.
- 2. Consider soil, slope and other site characteristics in order to minimize water waste, including overspray or overflow on to impervious surfaces and other non-vegetated areas, and off-site runoff.

3. Minimize free flow conditions in case of damage or other mechanical failure.
4. Use low trajectory spray heads, and/or low volume water distributing or application devices.
5. Maximize uniformity, considering factors such as:
 - (1) Emitters types,
 - (2) Head spacing,
 - (3) Sprinkler pattern, and
 - (4) Water pressure at the emitter.
6. Use the lowest quality water feasible.
7. Rain switches and other devices, such as soil moisture sensors, shall be used with automatic controls.
8. Where feasible, drip irrigation or micro-sprinklers shall be used.
9. During dry periods, irrigation application rates of between one (1) and one and one-half (1½) inches per week are recommended for turf areas.
- a. 10. The operation of an irrigation system during periods of heavy rainfall is prohibited and shall conform to standards and regulations as established by the South Florida Water Management District. ~~Irrigation controllers shall be switched to manual operation during periods of increased rainfall. Use of rain gauge sensors is required. A functioning moisture or rain sensor shut-off device shall be required on all irrigation systems equipped with automatic controls. The device shall not be installed under the eaves of houses, buildings or other obstructions, nor in the path of the irrigation system.~~

...

(g) (i) Maintenance.

...

(4) Pruning. Trees shall be pruned in the following manner:

- a. All cuts shall be clean, flush and at junctions, laterals or crotches. All cuts shall be made as close as possible to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub.
- b. Removal of dead wood, crossing branches, weak or insignificant branches, and sucker shall be accomplished simultaneously with any reduction in crown.
- c. Cutting of lateral branches that results in the removal of more than one-third (1/3) of all branches on one (1) side of a tree shall only be allowed if required for hazard reduction or clearance pruning.
- d. Lifting of branches or tree thinning shall be designed to distribute over half of the tree mass in the lower two-thirds (2/3) of the tree.

e. No more than one-third (1/3) of a tree's living canopy shall be removed within a one (1) year period.

f. Trees shall be pruned according to the current ANSI A300 Standards and the Landscape Manual.

~~(4)~~(5) Edging. Edging shall be accomplished in such a manner so as not to destroy landscaping material.

~~(5)~~(6) Fertilization. Fertilize landscaping material, as needed, to maintain healthy, viable growth. Apply appropriate fertilizer to avoid symptoms of chlorosis and trace element deficiency. Use of environmentally safe fertilizer is required. Application of fertilizer must conform to manufacturers specifications.

~~(h)~~(j) Tree removal permit. No existing tree on the site having a trunk diameter of three inches or greater, or trees with an overall height of twelve feet and greater, except for Schinus terebinthifolius (Brazilian Pepper), Metopium toxiferum (Poison Wood), Albizia Lebeck (Woman's Tongue), Dalbergia Sisoo (Indian Rosewood), Thespesia Populnea (Seaside Mahoe), Hibiscus Tiliaceus (Mahoe), Casuarina spp. (Australian Pine), Melaleuca quinquenervia (Cajeput Tree), Ficus Benjamina (Weeping Fig), Ficus Nitida (Laurel Fig) species, Acacia Auriculiformis (Earleaf Acacia), Bishoffia Javanica or Araucaria heterophylla (Norfolk Island Pine) shall not be removed or relocated without a permit from the Community Development Department of the City. In evaluating whether to grant a tree removal permit, the Director or Designee shall consider the size, species (native or not), health, rareness and age of the tree. A tree survey identifying all existing trees over three inches in diameter or trees with an overall height of twelve feet and greater shall be included with any building permit application. This survey drawing shall be overlaid directly upon the site plan sufficiently to provide the accurate location of all existing trees which are proposed to be destroyed, relocated, or preserved, the identification number of each tree, botanical name and common name of each tree, and the diameter at breast height (DBH) of each tree, height and canopy spread of each tree, condition and disposition of each tree. In addition, all applicable portions of ~~Tree Protection Ordinance #89-8~~ Section 24-49 of the Code of Miami-Dade County are adopted herein. Applicability of the Miami-Dade County Ordinance shall be as determined by the Director or Designee.

Excepted from this Section are the tree species listed in Section 24-49(4)(f) of the Code of Miami-Dade County.

...

(2) Relocation standards. Trees that are to be relocated shall be consistent with the Tree Relocation Standards as set forth in Section 24-49.6 of the Code of Miami-Dade County and the following minimum standards:

...

~~(i)~~(k) Minimum design standards. The following shall apply to all developments requiring site plan or permit approval except for single and two-family dwellings:

...

(5) Clear sight triangles.

a. When an accessway intersects a public street or alley right-of-way, or another accessway, or when the vehicular use area is contiguous to the intersection of two or more public rights-of-way, all landscaping within the triangular areas created by such

intersections and defined below shall provide unobstructed vision clearance at an elevation of ~~30-~~ 2.5 feet to eight feet in height. Vision clearance requirements shall comply with American Association of State Highway & Transportation Officials (AASHTO).

- b. Trees having over six feet of clear trunk with limbs and foliage trimmed in such a manner as not to extend into the vision clearance area shall be permitted, provided they in no way create a traffic hazard. No landscaping elements, except for grass, ground cover, or hedges no greater than 2.5 feet shall be located nearer than ~~five~~ ten feet to any accessway intersection of a public road.

...

Section 7. 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 8. Inclusion in the Code. 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 re-numbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 9. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

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 Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbaez Weinberg	_____
Vice Mayor Billy Joel	_____
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 Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbaez Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

PASSED on first reading this 2nd day of September, 2014.

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

CITY CLERK

**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: September 15, 2014

SUBJECT: Adoption of 2014 Evaluation and Appraisal Based Amendments
to the City of Aventura Comprehensive Plan and Authorizing Transmittal
of the Amendments to Review Agencies
(02-CPA-14)

July 8, 2014 Local Planning Agency Meeting Agenda Item 4.
July 8, 2014 First Reading at City Commission Meeting Agenda Item 7.
October 7, 2014 Second Reading at City Commission Meeting Agenda Item 8B

RECOMMENDATION

It is recommended that the City Commission approve the 2014 Evaluation and Appraisal Based Amendments to the City's Comprehensive Plan set out in Applications 1 through 9 inclusive in Exhibit "A" to the adopting ordinance attached to this report and approve transmittal of the amendments to the Florida Department of Economic Opportunity and other commenting review agencies.

BACKGROUND

At its meeting of July 8, 2014, the City Commission adopted, on first reading, an ordinance adopting the 2014 Evaluation and Appraisal Based Amendments to the City of Aventura Comprehensive Plan. The amendments were transmitted to the State of Florida Department of Economic Opportunity (DEO) and all other required review agencies on July 9, 2014. The amendments have been reviewed and the DEO has issued its Objections, Recommendations and Comments (ORC) report on September 12, 2014, a copy of which is attached as Exhibit #1 to this report.

Objections in the ORC must be addressed in a manner satisfactory to the DEO. Recommendations and comments are advisory and are not included in a compliance review by the State land planning agency.

The following revisions have been made to Applications attached to the first reading Ordinance to address the State’s ORC report:

i) Objective No. 1

The definition of Coastal High Hazard Area has been added as Policy 12.9 to the Conservation & Coastal Management Element. The Coastal High Hazard Area in the City is depicted on two panels in the Storm Tide Atlas for Miami-Dade County which are adopted as part of the map series in the Future Land Use Element.

The inclusion of the definition of Coastal High Hazard Area and a map indicating these areas are required by Section 163.3178(8)(c) of the Florida Statutes. The City’s Comprehensive Plan does not assign any policy specifically to the Coastal High Hazard Area. The State uses the classification to prohibit state funds being used for infrastructure in these areas.

ii) Objection No. 2

The 2025 planning horizon has been added to the title of the Future Land Use Map, Map 1-7, in the Future Land Use Element.

iii) Technical Assistance Comments

City staff is preparing the required update to the Water Supply Plan in co-ordination with our water suppliers, Miami-Dade County and City of North Miami Beach.

The effective date language in the ordinance has been revised as suggested in the State’s instruction for submittal of adopted amendments.

In addition to the ORC report from the State, staff has received comments from Miami-Dade County, attached as Exhibit #2 to this report. The comments are not included in the ORC report; however, in response to these comments, the following revisions have been made to the Applications attached to the first reading ordinance:

1. The policy number reference to the County’s Traffic Circulation Sub-element has been corrected.
2. Policy 3.1 of Objective 3 in Application No. 5, Conservation and Coastal Management Element, has been revised to include a reference to the most recent edition of the Florida Building Code.
3. Map 1-9, Soils & Minerals with Existing Wetlands, in the Future Land Use Element has been updated to show the existing wetlands in the City.
4. A new policy has been added as Policy 3.7 of Objective 3 of the Conservation and Coastal Management Element. This new policy provides for limited activities on the

wetland sites on Map 1-9 to prevent destruction or degradation of the wetlands, in accordance with federal, State, County or local regulations.

If adopted on second reading, the revised amendments will be forwarded to the Department of Economic Opportunity and other agencies for compliance review. The Community Planning Act provides that a compliance determination will be made within 45 days of receipt of amendments. If found in compliance, the DEO will issue its Notice of Intent. Once the Notice of Intent is published, the amendments officially become part of the City's Comprehensive Plan, subject to a 30-day appeal period prescribed by statute.

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

GOVERNMENT DEVELOPMENT

September 12, 2014

SEP 15 2014

The Honorable Susan Gottlieb
Mayor, City of Aventura
The Government Center
19200 West Country Club Drive
Aventura, Florida 33180

Dear Mayor Gottlieb:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the City of Aventura (Amendment No. 14-1ER), which was received and determined complete on July 18, 2014. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. Review comments received by the Department from the appropriate reviewing agencies are also enclosed.

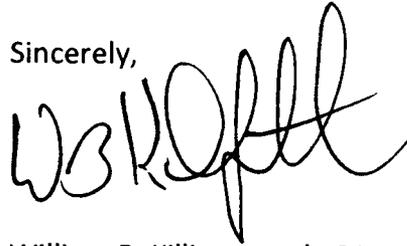
The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. We have identified two objections and have included our recommendation regarding measures that can be taken to address the objections. We are also providing one technical assistance comment consistent with Section 163.3168(3), F.S. The Department of Economic Opportunity's technical assistance comment will not form the basis of a challenge. It is technical in nature and is designed to ensure compliance with the provisions of Chapter 163, F.S.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(4)(e)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of the Department of Economic Opportunity report, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment.

Exhibit 1 02-CPA-14

If you have any questions related to this review, please contact Bill Pable, AICP, at (850) 717-8534, or by email at bill.pable@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'WBK', followed by a large, stylized flourish that extends to the right and loops back down.

William B. Killingsworth, Director
Division of Community Development

WBK/bp

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Agency Comments

cc: Joanne Carr, AICP, Community Development Director
James F. Murley, Executive Director, South Florida Regional Planning Council

**OBJECTIONS, RECOMMENDATIONS AND COMMENTS REPORT
CITY OF AVENTURA
PROPOSED COMPREHENSIVE PLAN AMENDMENT 14-1ER**

I. The Department raises the following Objections to the Amendment:

1.) Objection: Coastal High Hazard Area (CHHA) Definition and Map

Section 163.3178(2)(h), F.S., defines the CHHA as "...the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model." Section 163.3178(8)(c), F.S., states that "...local governments shall amend their future land use map and coastal management element to include the new definition of coastal high-hazard area and to depict the coastal high-hazard area on the future land use map." The Florida Statewide Regional Evacuation Study, which was released in 2010, provides the most recent data for the boundaries of the CHHA. The Aventura Comprehensive Plan does not define the CHHA by policy or illustrate the CHHA on a map. ✓

Authority: Section 163.3178(2)(h), F.S., and Section 163.3178(8)(c), F.S.

Recommendation: The recommendation is twofold. First, add a new policy which defines the CHHA, consistent with Section 163.3178(2)(h), F.S. Second, add a map which depicts the CHHA, consistent with the 2010 Florida Statewide Regional Evacuation Study. ✓

12.9 ✓

2.) Objection: Planning Horizon on Future Land Use Map

The updated Future Land Use Map at Map 1-7 does not indicate the intended updated planning horizon.

Authority: Section 163.3177(5)(a), F.S.

Recommendation: The City should provide the intended planning horizon on the Future Land Use Map as part of its title. ✓

II. The following Technical Assistance Comment is offered to assist the City of Aventura when processing future amendments to the Comprehensive Plan. It will not be used as a basis for a not in compliance finding.

1.) Comment: The City is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after adoption of the Lower East Coast (LEC) Water Supply Plan Update by the District Governing Board, and adopt it as part of the City's Comprehensive Plan. The District's Governing Board adopted the LEC Water Supply Plan Update on September 12, 2013. Therefore, the City's Work Plan must be adopted by March 2015. The City will need to

OK

include updated water demand projections for the identified planning period. The Work Plan must also identify any water supply projects needed to meet projected water demands. Further information on updating Work Plans is available at: www.sfwmd.gov/work_plan_support. In response, the City should revise its Water Supply Facilities Work Plan as described above, and adopt it as part of the City's Comprehensive Plan by the March 2015 deadline.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

May 2011

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, in **color format**, clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Economic Opportunity posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity. ✓

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity to the ORC report from the Department of Economic Opportunity.

Eubanks, Ray

8/22/14

From: Stahl, Chris <Chris.Stahl@dep.state.fl.us>
Sent: Wednesday, August 20, 2014 11:23 AM
To: DCPexternalagencycomments
Cc: Craig, Kae; 'carrj@cityofaventura.com'
Subject: Aventura 14-ER – Proposed

To: Ray Eubanks, Florida Department of Economic Opportunity

Re: Aventura 14-ER – Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please feel free to contact me with any questions.

Chris Stahl
Office of Intergovernmental Programs
Florida Department of Environmental Protection
3900 Commonwealth Blvd., MS 47
Tallahassee, FL 32399-3000
(850) 245-2169





Florida Department of Transportation

1000 NW 111 Avenue
Miami, Florida 33172-5800

RICK SCOTT
GOVERNOR

7/25/14
ANANTH PRASAD, P.E.
SECRETARY

July 25, 2014

Mr. Ray Eubanks
Plan Processing Administrator
Department of Economic Opportunity
Caldwell Building
107 East Madison Street, MSC 160
Tallahassee, FL 32399

Subject: Comments for the Proposed Evaluation and Appraisal-Based Amendment to the City of Aventura Comprehensive Plan (Aventura 14-1ER)

Dear Mr. Eubanks:

The Florida Department of Transportation, District Six, completed a review of the Proposed Comprehensive Plan, Aventura 14-1ER (Evaluation and Appraisal-Based Amendments). The amendment is subject to the State Coordinated Review process pursuant to Section 163.3184(4) of the Florida Statutes. The District has reviewed the amendment package per *Chapter 163 Florida Statutes* and has found no impacts to transportation resources and facilities of state importance.

Please contact Ken Jeffries at 305-470-5445 if you have any questions concerning our response.

Sincerely,

Kenneth Jeffries
Transportation Planner

Cc: Harold Desdunes, P.E., Florida Department of Transportation, District 6
Aileen Boucle, AICP, Florida Department of Transportation, District 6
Joanne Carr, AICP, City of Aventura



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

7/25/14

July 24, 2014

Mr. Ray Eubanks, Plan Processing Administrator
State Land Planning Agency
Caldwell Building
107 East Madison – MSC 160
Tallahassee, FL 32399

**Subject: City of Aventura, DEO #14-1ER
Comments on Proposed Comprehensive Plan Amendment Package**

Dear Mr. Eubanks:

The South Florida Water Management District (District) has completed its review of the proposed amendment package submitted by the City of Aventura (City). The amendment package consists of the City's Evaluation and Appraisal Review based amendments. The District offers the following technical guidance regarding Regional Water Supply Planning:

- The City is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after adoption of the Lower East Coast (LEC) Water Supply Plan Update by the District Governing Board. The District's Governing Board adopted the LEC Water Supply Plan Update on September 12, 2013. Therefore, the City's Work Plan must be adopted by March 2015. The City will need to include updated water demand projections for the identified planning period. The Work Plan must also identify any water supply projects needed to meet projected water demands. Further information on updating Work Plans is available at: www.sfwmd.gov/work_plan_support.

The District offers its technical assistance to the City and the Department of Economic Opportunity in developing sound, sustainable solutions to meet the City's future water supply needs and to protect the region's water resources. Please forward a copy of adopted amendments to the District. For assistance or additional information, please contact Terry Manning, Planning and Policy Analyst, at (561) 682-6779 or tmanning@sfwmd.gov.

Sincerely,

A handwritten signature in cursive script that reads "Dean Powell".

Dean Powell
Water Supply Bureau Chief

DP/tm

c: Joanne Carr, Aventura
Terry Manning, SFWMD
Jim Murley, SFRPC
James Stansbury, DEO
Mark Woerner, Miami-Dade County
Maria Valdes, Miami-Dade County



miamidade.gov

Department of Regulatory and Economic Resources
Planning Division, Metropolitan Planning Section
111 NW 1 Street • Suite 1250
Miami, Florida 33128-1902
T 305-375-2835 F 305-375-1091
www.miamidade.gov/business/planning.asp

August 25, 2014

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

Re: Proposed Evaluation and Appraisal-Based Amendment to the City of Aventura
Comprehensive Plan; DEO No. 14-1ER

Dear Ms. Carr:

The Miami-Dade County Department of Regulatory and Economic Resources (Department) has reviewed the proposed Evaluation and Appraisal-Based Amendment to the City of Aventura Comprehensive Plan. Our review is conducted to identify points of consistency or inconsistency with the goals, objectives, policies and relevant provisions of the Miami-Dade County Comprehensive Development Master Plan (CDMP), and whether the proposed amendments impact County public facilities and services.

The proposed amendment comprises nine (9) applications amending the City's Comprehensive Plan Elements as follows: 1) Comprehensive Plan Introduction, 2) Land Use, 3) Transportation, 4) Housing, 5) Infrastructure, 6) Capital Improvements, 7) Intergovernmental Coordination, 8) Conservation and Coastal Management, and 9) Education. Overall, the amendments delete references to Rule 9J-5 of the Florida Administrative Code, update the text and maps of the above-mentioned elements, include new policies to promote the City's Green Building Program, support efforts to provide affordable housing, provide measures to reduce per capita water consumption, and address climate change and sustainability.

Based on the information provided and the County CDMP's goals, objectives and policies, this Department finds the proposed amendments are generally consistent with the County's CDMP and do not appear to have significant impacts on County services and infrastructure. However, we offer the following comments (please see the attached Memorandum from the Division of Environmental Resources Management, DERM, for complete comments regarding Stormwater Management and Natural Resources):

Capital Improvements Element

1. Application No. 6, Page 34: Concurrency Management System. The City should revise the reference to Miami-Dade County's Traffic Circulation Subelement as follows: "*The proposed development is located within the Urban Infill Area (UIA), as adopted and described in the 1997 Miami-Dade County Comprehensive Development Master Plan Capital Improvements Element and the Transportation Element, Traffic Circulation Subelement Policy 4-B-TC-1DB.*"

Exhibit 2
02-CPA-14

Stormwater Management

2. Application No. 5, Page 30: Amend Policy 3.1, Objective 3. The amended policy should state that *"all structures should be constructed at or above the minimum floor elevations specified in the most recent edition of the Florida Building Code (FBC) or Chapter 11-C of the Code of Miami-Dade County."*

Natural Resources

3. Application No. 2, Page 14: Map 1-7. The Future Land Use Map, FLUM, designates the Aventura Lakes Mangrove Conservation Area, as "Parks and Recreation." The City should consider creating another land use category, such as "Environmental Protection Area," to more appropriately designate this and other environmentally sensitive areas within the City.
4. Application No. 2, Page 16: Map 1-9. The Soils and Minerals with Existing Wetlands map designates a "mangrove hammock," an adjacent "mangrove mitigation area" and other upland hammock areas as being located west of the Hidden Bay Marina. These areas are actually located north of the Hidden Bay Condominiums. The City should correct the map to reflect the proper location of these areas and that they be designated Environmental Protection Areas on the FLUM. The City should also consider designating the "mangrove wetland" areas, which are accurately depicted on Map 1-9, as Environmentally Protected Areas."
5. The Miami-Dade County CDMP designates areas throughout the County with significant mangrove resources or natural areas as "Environmental Protection." The City should consider designating the Aventura Lakes Mangrove Conservation Area and the area north of the Hidden Bay Condominiums as "Mangrove Protection Areas," and incorporate the same protections for these areas that exist in the Coastal Management Element of the County's CDMP.
6. The City should consider incorporating the following language into its Comprehensive Plan in accordance with the Miami-Dade County Landscape Manual and Chapter 24 of the Code regarding prohibited and controlled plant species:

"The exotic pest plant and nuisance species listed in Chapter 24-49.4 of the County Code, shall not be sold, propagated, or planted within Miami-Dade County. If existing on a development site, they shall be removed prior to development or redevelopment and developed parcels shall be maintained to prevent the growth or accumulation of prohibited species..."

"The exotic plant species listed in the County's adopted Landscape Manual as amended may not be planted within 500 feet of native plant communities. These plant species have been documented by the Florida Exotic Pest Plant Council, the Miami-Dade County Parks, Recreation and Open Spaces Department's Natural Area's Management Program, and the Miami-Dade County Division of Environmental Resources Management to be invasive pests in natural areas of Miami-Dade County." (CDMP Policy CON-81)

Joanne Carr, AICP
City of Aventura
August 25, 2014
Page 3 of 3

Thank you for the opportunity to comment on the City's Comprehensive Plan Amendment. Attached for your review are DERM's comments. If you, or any member of your staff, have any questions regarding those comments please contact Christine Velazquez at 305-372-6764.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark R. Woerner". The signature is fluid and cursive, with the first name "Mark" being the most prominent.

Mark R. Woerner, AICP
Assistant Director for Planning

MRW:NVS:smd

Cc: Ray Eubanks, Administrator, DEO
Maria Valdes, MDWASD
Christine Velasquez, RER-DERM

Attachment

Memorandum



Date: August 13, 2014

To: Mark Woerner, Chief Planning Division
Department of Regulatory and Economic Resources

From: Jose Gonzalez, P.E.
Environmental Resources Management

A handwritten signature in black ink, appearing to read "Jose Gonzalez".

Subject: 2014 Evaluation and Appraisal Based Amendment to the City of Aventura
Comprehensive Plan

The Department of Regulatory and Economic Resources (RER) – Division of Environmental Resources Management (DERM) has reviewed the information provided as part of the subject City of Aventura Comprehensive Plan Amendment Application for compliance with Chapter 24 of the Code of Miami-Dade County, Florida (the Code) and offers the following comments:

Stormwater Management

The Map 1-8 should include the drainage pipes and drainage systems that discharge into the private lakes and overflows to the Intracoastal Waterway. The potable water connections have no association or relevance to the flood plain map, and should be part of a separate map which includes connections to the main water lines. Instead, the drainage pipes and the irrigation channels/pipes that reclaim storm water for irrigation should be included on Map 1-8.

Application No. 5, proposed amendment to Policy 3.1, Objective 3, should state that “all structures should be constructed at or above the minimum floor elevations specified in the most recent edition of the Florida Building Code (FBC) or Chapter 11-C of the Code of Miami-Dade County”. The Flood Insurance Rate Maps (FIRM) indicates the Base Flood Elevation, it does not specify the minimum floor elevation. The FBC requires that all structures should be constructed above the Base Flood Elevation with a freeboard specified according to the building category.

Natural Resources

As part of the review process for the City’s proposed amendments, DERM recommends continued coordination between the Florida Office of Economic Opportunity, the City of Aventura and Miami-Dade County RER in order to update the City Future Land Use Map (FLUM) to reflect appropriate and consistent use of land use categories for environmentally sensitive areas.

There are several areas with significant mangrove resources within the City. However, the FLUM only shows the Aventura Lakes Mangrove Conservation Area, which has been designated as “Parks and Recreation”. DERM recommends that another land use category be created such as “Environmental Protection Area” to more appropriately designate this area, as well as other environmentally sensitive areas throughout the City.

In addition, the Miami-Dade County Comprehensive Development Master Plan (CDMP) designates numerous areas throughout Miami-Dade County with significant mangrove resources as “Mangrove Protection Areas”. Although no such areas are currently designated within the City, there are two areas that DERM recommends be designated by the City as “Mangrove Protection Areas”; the Aventura Lakes Mangrove Conservation Area and the mangrove mitigation area located north of Hidden Bay Condominiums. In addition, DERM recommends that the City incorporate the same protections for these types of areas that exist in the Coastal Management Element of the Miami-Dade County CDMP.

The Coastal Management Element of the CDMP can be found at the following link:

<http://www.miamidade.gov/planning/library/reports/planning-documents/coastal-element.pdf>

Based on County records, at least two significant upland mitigation areas that are not to be developed or destroyed are also located within the City of Aventura. These natural areas were created in order to mitigate for unavoidable impacts to mangroves and upland forests associated with various developments within the City prior to its incorporation, therefore, the City may not be aware of them.

One such area is located along NE 207th Street along the south edge of the Aventura Lakes Mangrove Conservation Area. The second area is a portion of the area designated "mangrove hammock" on Map 1-9, "Soils & Minerals with Existing Wetlands". DERM recommends that the City afford a level of ongoing protection by designating these important mitigation areas as "Environmental Protection Areas" in the City FLUM.

As mentioned above, Map 1-9, entitled "Soils & Minerals with Existing Wetlands", includes an area designated as "mangrove hammock" which contains an upland hammock with rare and endangered species. In addition to the upland hammock area, there is an adjacent mangrove mitigation area. DERM notes that the location of these mitigation areas (labeled "mangrove hammock") are shown in the wrong location. Specifically, these mitigation areas are not located to the west of Hidden Bay Marina. Rather, they are located north of Hidden Bay Condominium along the northern property line. Therefore, DERM recommends that this map be corrected to reflect the proper location of these mitigation areas and that they be also be designated as "Environmental Protection Areas" on the FLUM.

Furthermore, Map 1-9, "Soils & Minerals with Existing Wetlands" accurately shows most of the mangrove wetland and mitigation areas in the City. DERM recommends that all of these areas shown as "mangrove wetland" be included on the FLUM and designated as an "Environmental Protection Areas." Please contact Molly Messer at (305) 372-6452 for further information regarding the locations of these environmentally important areas.

The minimum requirements of the Miami-Dade County Landscape Manual and Code as well as Chapter 24 of the Code relating to prohibited and controlled plant species applies countywide including all incorporated areas. Therefore, DERM also recommends that the following language be incorporated into the City's Comprehensive Plan. This language originated with the County CDMP and is now codified in the Code.

"The exotic pest plant and nuisance species listed in Section 24-49.4 of the Code of Miami-Dade County, shall not be sold, propagated, or planted within the Village. If existing on a development site, they shall be removed prior to development or redevelopment and developed parcels shall be maintained to prevent the growth or accumulation of prohibited species."

"The exotic plant species listed in the County's adopted Landscape Manual as amended may not be planted within 500 feet of native plant communities in the City. These plant species have been documented by the Florida Exotic Pest Plant Council, the Miami-Dade County Parks, Recreation and Open Spaces Department's Natural Area's Management Program, and the Miami-Dade County Division of Environmental Resources Management to be invasive pests in natural areas of Miami-Dade County."

If you have any questions concerning the comments, or wish to discuss this matter further, please contact Christine Velazquez at (305) 372-6764.

ORDINANCE NO. 2014-

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE 2014 EVALUATION AND APPRAISAL BASED AMENDMENTS TO THE CITY OF AVENTURA COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL TO REVIEW AGENCIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature intends that local planning be a continuous and ongoing process; and

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to periodically assess the adopted Plan to determine if it adequately addresses changing conditions and state policies and rules; and

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to adopt needed amendments to ensure that the plan provides appropriate policy guidance for growth and development; and

WHEREAS, the City has reviewed its Comprehensive Plan and has determined that amendments are necessary to meet community goals and to reflect changes in State law; and

WHEREAS, the City has timely notified the State of Florida, Department of Economic Opportunity, in accordance with the Evaluation and Appraisal Notification Schedule in Section 163.3191, that such changes are necessary, and;

WHEREAS, the City has completed its proposed evaluation and appraisal based amendments consistent with the requirements of Chapter 163, Part II, F.S., and;

WHEREAS, the Local Planning Agency has reviewed the 2014 evaluation and appraisal based amendments to the Comprehensive Plan, held an advertised public

hearing, provided for public participation in the process and rendered its recommendation to the City Commission; and

WHEREAS, the City Commission, upon first reading of this Ordinance, authorized transmission of the evaluation and appraisal based amendments to the State of Florida Department of Economic Opportunity and review agencies for the purpose of a State Co-ordinated Review in accordance with Sections 163.3184 and 163.3191, Florida Statutes; and

WHEREAS, the City Commission has reviewed the Objections, Recommendations and Comments (ORC) report received from the State of Florida Department of Economic Opportunity and the amendments as updated to address the State's comments, held an advertised public hearing and provided for public participation.

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

Section 1. Recitals. The foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2. Amendments to the Comprehensive Plan. The 2014 evaluation and appraisal based amendments to the City of Aventura Comprehensive Plan, attached as Exhibit "A" to this Ordinance and as revised to address any objections, recommendations and comments provided by the Department of Economic Opportunity and review agencies, are hereby adopted.

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. Inclusion in the Comprehensive Plan. It is the intention of the City Commission and it is hereby ordained that the provisions of Exhibit "A" to this Ordinance shall become and made part of the Comprehensive Plan of the City of Aventura.

Section 5. Transmittal. The City Clerk is directed to transmit the amendments to the State of Florida Department of Economic Opportunity and other review agencies.

Section 6. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Economic Opportunity posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

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

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

PASSED AND ADOPTED on first reading this 8th day of July, 2014.

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY ATTORNEY

This ordinance was filed in the Office of the City Clerk this _____ day of October, 2014.

CITY CLERK

EXHIBIT 'A'

Note: Additions to existing text are shown in underline format. Deletions are shown in strike-through format.

**APPLICATION No. 1
CITY OF AVENTURA COMPREHENSIVE PLAN INTRODUCTION AMENDMENTS**

1. Add a description of the 2014 amendments to the Plan, as follows:

In 2011, Part II of Chapter 163 of the Florida Statutes governing comprehensive planning was revised. The former "Local Government Comprehensive Planning & Land Regulation Act" was changed to the "Community Planning Act". Along with other modifications, the requirement for evaluation and appraisal of comprehensive plans was modified. While still providing that the City shall evaluate its Plan at least once every seven years, the process was modified to allow local governments to determine if amendments are necessary to the Plan to reflect changes in State law and to reflect changes in local conditions. If amendments are determined to be necessary, the City notifies the State of its determination by letter, which letter is due to the State on a schedule prescribed by Rule, and then transmits the amendments within one year for review under the State Coordinated Review process.

The City Commission has reviewed the Plan and has determined that amendments are necessary to reflect changes in State law and to reflect changes in local conditions. The City has notified the State, as required by Chapter Rule 73C-49 of the Florida Administrative Code, of its determination.

Generally, the 2014 amendments to the Plan include the following:

1. Delete all references to Rule 9J5 of the Florida Administrative Code, which was repealed in its entirety.
2. Update the Future Land Use Element to include the new evaluation and appraisal procedures in the Community Planning Act.
3. Update the map series in the Future Land Use Element, Transportation Element and Education Element.
4. Add a new policy to the Future Land Use Element to encourage green building practices as provided in Article VI of Chapter 14 of the City Code.
5. Add new policies to the Intergovernmental Coordination Element to provide that the City will coordinate with and participate in Federal, State, County and local initiatives on climate change, sustainability and resilient communities.
6. Updates existing policy and adds a new policy to our Housing Element to support public and private sector efforts to provide an adequate supply of housing units that are affordable to

households of all incomes and ethnicities and to support efforts to reduce the housing cost burden.

7. Updates the Objective on reduction of per capital water use and its measure in the Infrastructure Element and in the Conservation Element to be consistent with the plans of our water suppliers, Miami-Dade County and North Miami Beach and with the South Florida Water Management District plan.

2. Update the introductory data from the date of the last evaluation and appraisal, as follows:

Future Land Use

In 2014, there are 536.78 acres of residential uses, 305.50 acres of commercial uses, 2.04 acres of industrial uses, 8.81 acres of community facilities, 265.57 acres of recreational lands, 284.87 acres in utilities and rights of way, 92.68 acres of vacant land and 531.61 acres of water in the City. The changes in existing land use in the City since 2005 are attributable to the transition of approximately 12.89 acres of commercial land to residential uses, acquisition of 8.5 acres of recreational lands, conversion of a 7.39 acre commercial site to mixed use zoning and construction on 11.82 acres of former vacant land.

Transportation

Public transportation within the City of Aventura is currently accomplished via fixed-route service provided by the Miami-Dade Transit Agency, Broward County Mass Transit, and a local city operated shuttle bus system. As of ~~2005~~ 2014, the City's shuttle bus system boasts an average monthly ridership of ~~9,000~~ 25,000 and has had a total ridership of ~~457,138~~ 2,916,150 since its inception in 1999. The inter-county fixed-route Tri-Rail commuter service is accessible to the residents of Aventura through use of the Golden Glades station. Public transportation needs are also addressed through the use of paratransit services. The Florida East Coast (FEC) Railroad runs along the western border of the City and may provide future passenger rail service.

Parks and Recreation

The City of Aventura's Parks and Recreation Element is intended to inventory and plan for recreation and open space facilities within the City of Aventura that are accessible to the public. Currently, the City possesses more than adequate recreational facilities. However, the City's desire to provide residents with full service amenities point to future expansions and improvements to the City's recreation/open space inventory. The Goals, Objectives and Policies aim to maintain the current level of service by acquiring and utilizing open space within the City. Since 2005, the City has acquired two new park sites; one 7.0 acre park on NE 207 Street and one 1.5 acre site on NE 188 Street.

Housing

Housing in Aventura ranges from condominiums and luxury townhouses to single family homes and upscale rental communities, with designs often reflecting a Mediterranean influence. The majority of the housing stock within the City of Aventura is characterized by high-rise multi-family condominium development. Approximately fifty (50) condominium developments existed within the City upon

adoption of the 1998 Plan. As of ~~2005~~ 2014, there are approximately ~~eighty-three (83)~~ ninety-two (92) condominium developments.

Redevelopment Element

~~In 2005,~~ †The City faces a number of challenges related to development and redevelopment. There have been growing concerns about the intensity of development and overbuilding in the City and the impacts of this development on quality of life. In particular, the City faces heavy traffic congestion which is raising concerns about emergency management and the public health, safety and welfare. In addition, compatibility of new development and redevelopment with existing development, building heights and maintaining the quality of the built environment were all cited as concerns during the EAR-scoping process. The redevelopment goal is to provide for redevelopment and economic development in the City that accommodates growth while maintaining and improving the integrity of the built and natural environment, promotes an identifiable aesthetic urban character and maintains or improves economic vitality in order to maintain a low municipal property tax rate.

Education Element

This Element was added in September of 2008 after adoption by City Commission and publication of a Notice of Intent to find in compliance by the Department of Community Affairs (now Department of Economic Opportunity). The intent of the Element is comply with the State mandate that public school concurrency be adopted by all Florida school boards, counties and non-exempt municipalities by the end of 2008.

**APPLICATION No. 2
CITY OF AVENTURA COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT
AMENDMENTS**

**Note: Additions to existing Goals, Objectives and Policies are shown in underlined text.
Deletions are shown in strike-through text.**

1. Amend Objective 3 to delete reference to Rule 9J5, FAC, as follows:

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. ~~{9J5.06(3)(b)(2)}~~

2. Amend Policy 3.1, as follows:

Policy 3.1. In planning and designing al new development and redevelopment, the City shall vigorously promote implementation of the guidelines contained in the redevelopment plans, the Redevelopment Element, and the Land Development Regulations—and the Green Building Program set out in Article VI of Chapter 4 of the City Code.

3. Amend Objective 4 to delete the year reference and to delete the reference to Rule 9J5, FAC, as follows:

Decisions regarding the location, extent and intensity of future land use in Aventura will be based upon suitable environmental conditions, compatibility with the natural and built environment, the minimization of adverse impacts to neighborhoods, the ability to maintain a hurricane evacuation clearance time of 12 hours or less, and the financial feasibility of providing ~~by the year 2015,~~ services at levels of service (LOS) that meet or exceed the minimum standards adopted in the Capital Improvements Element. ~~{9J5.006(3)(b)(1)}~~

4. Amend Policy 4.1 to delete the reference to Rule 9J5, FAC, as follows:

All development orders authorizing new, or significant expansion of existing land uses, shall be contingent upon the provision of services at or above the Level of Service (LOS) standards specified in the Capital Improvements Element (CIE) at the same time as the land uses are authorized. ~~{9J5.006(e)3}~~

5. Amend Policy 4.4 to add language for the new evaluation and appraisal process in Chapter 163 and to delete the reference to Rule 9J5, FAC, as follows:

The Community Development Department shall coordinate and centralize the compilation of monitoring information necessary to make determinations regarding existing and projected Levels of Services and to ~~prepare Evaluation and Appraisal Reports~~ evaluate and appraise the provisions of the Comprehensive Plan for submittal to the State land planning agency, as required by Chapter 163, F.S. and ~~Rule 9J5, F.A.C.~~

6. Amend Objective 6 to add the new planning horizon for the 2014 evaluation and appraisal, as follows:

Aventura shall, by the year ~~2015~~ 2025 continue to reduce the number of land uses inconsistent with the uses designated on the LUP map or with the character of the surrounding community. ~~{9J5.006(3)(b)3}~~

7. Amend Policy 6.2 to delete the reference to Rule 9J5, FAC, as follows:

Through implementation of the land development regulations, neighborhoods shall be protected from intrusion by uses that would disrupt or degrade the health, safety, tranquility, character, and overall welfare of the neighborhood. ~~{9J5.006(3)(e)2}~~

8. Amend Policy 6.4 to delete the reference to Rule 9J5, FAC, as follows:

Through its planning, regulatory, capital improvements and intergovernmental coordination activities, Aventura shall ensure that suitable land is provided for the placement of utility facilities necessary to support proposed development. Necessary utility facilities may be located in all land use categories. ~~{9J5.006(3)(b)9}~~

9. Amend Objective 10 to delete the reference to Rule 9J5, FAC, as follows:

Aventura shall continue to maintain, update and enhance the municipal code, administrative regulations and procedures, to ensure that future land use and development is consistent with the Plan, and to promote better planned development and communities with well-designed buildings. ~~{9J5.006(3)(b)10}~~

10. Amend Policy 10.2 to delete the reference to Rule 9J5, FAC, as follows:

Aventura shall continue to investigate, maintain and enhance methods, standards and regulatory approaches that facilitate sound, compatible mixing of uses in projects and communities. ~~{9J5.006(3)(b)3}~~

11. Amend Policy 10.3 to delete the reference to Rule 9J5, FAC, as follows:

The City shall implement land development regulations, as may be amended from time to time, that include provisions for: ~~{9J5.006(3)(c)4}~~ ...

12. Amend Policy 13.3 to delete the target year reference in the policy and make the policy ongoing, as follows:

~~By 2007, or the earliest feasible date, t~~ The City shall coordinate with the appropriate agencies to ensure that updated data and methodologies are being utilized in hurricane evacuation clearance time formulas, and encourage the use of consistent evacuation time standards by northeast Miami-Dade County and southeast Broward County municipalities.

13. Amend the requirements for evaluation and appraisal of the Comprehensive Plan based on changes to Chapter 163, Florida Statutes, as follows:

~~AVENTURA COMPREHENSIVE PLAN MONITORING EVALUATION AND APPRAISAL PROGRAM~~

~~In order to enable the preparation of the periodic Evaluation and Appraisal Report (EAR) required by Section 163.3191, Florida Statutes (F.S.), the Minimum Criteria Rule (Rule 9J-5. Florida Administrative Code [F.A.C.]) requires that local comprehensive plans contain adopted procedures for monitoring and evaluating the Plan and its implementation (Sections 9J-5.005(1)(c)(5), and 9J-5.005(7), F.A.C.). This section outlines the substantive components of Aventura's monitoring program pertinent to the objectives, policies and parameters referenced in the Aventura Comprehensive Plan.~~

~~The administrative requirements for monitoring and preparation of the EAR that are outlined in Section 9J-5.005(7), F.A.C. are discussed in the following section.~~

An important part of the implementation of the Aventura Comprehensive Plan will be the programs for monitoring of progress and evaluation of accomplishments. These programs are set forth in the Elements of the Plan. Each objective in the Plan is followed by a measure that will be utilized in order to evaluate the effectiveness of the City's progress towards accomplishing the stated objective. The monitoring program will consist of periodic reviews of the stated measurable objectives. The intervals for these reviews and the assignment of responsibility are described below.

Intervals

The periodic review of measurable objectives will occur prior to, and in anticipation of, the next regularly scheduled evaluation and appraisal Report. At least every seven years, the City shall, pursuant to Rule Chapter 73C-49 of the Florida Administrative Code, determine whether the need exists to amend the Comprehensive Plan to reflect changes in state requirements since the last time the comprehensive plan was updated and to reflect changes in local conditions.

Land Use Monitoring And Evaluation And Appraisal Reporting Procedures

~~In order to enable the preparation of the periodic Evaluation and Appraisal Report (EAR) required by Section 163.3191, Florida Statutes (F.S.), the Minimum Criteria Rule (Rule 9J-5. Florida Administrative Code [F.A.C.]) requires that local comprehensive plans contain adopted procedures for monitoring and evaluating the Plan and its implementation (Sections 9J-5.005(1)(c)(3), and 9J-5.005(7), F.A.C.). Additional requirements include the successful implementation of level of service standards, requirements that service be available at the time of development, and require the maintenance of monitoring and reporting programs. The administrative requirements for monitoring and preparation of EAR as outlined in Section 9J-5.005(7), F.A.C., are included in this section of the Plan. In order to avoid redundancy they are not repeated in other Plan elements. However, each Plan element contains a presentation of the monitoring requirements for each specific objective in that element.~~

~~This section also outlines the substantive components of Aventura's monitoring program pertinent to the objectives, policies and parameters referenced in the Future Land Use Element. This program will be refined over the reporting period, as more experience is gained.~~

If, after the periodic review of the Plan as prescribed by Rule Chapter 73C-49, Florida Administrative Code, the City determines that amendments to the Comprehensive Plan are necessary, the City shall notify the state land planning agency by letter of this determination. The City shall prepare and transmit the proposed amendments to the state land planning agency within one year of the date of such determination. Amendments will be subject to the State Co-ordinated Review process set out in Chapter 163, F.S.

~~EAR Contents and Formulation Procedure~~

~~Aventura EAR reports will contain an assessment and evaluation of successes and failures in accomplishing the adopted Objectives of the Plan as measured against the measures listed in the monitoring programs contained in each of the Plan elements. The EAR shall report findings specific to each element based on the measures and will address:~~

~~-
A description of the public participation process used in preparing the report;~~

~~-
Updating appropriate baseline data and measurable objectives accomplished since adoption of the Plan;~~

- ~~1. Accomplishments during the reporting period, describing the degree to which the goals, objectives and policies have been successfully reached;~~
- ~~2. Obstacles or problems which resulted in underachievement of goal, objectives, or policies;~~
- ~~3. New or modified and reformulated goals, objectives, or policies needed to correct discovered problems;~~

- ~~4. The extent to which unanticipated and unforeseen problems and opportunities occurred between the date of adoption and the date of the EAR;~~
- ~~5. The effect on the Plan of changes to: Chapter 187, F.S., the state comprehensive plan, Chapter 163, Pt. II, F.S.; the minimum criteria contained in Chapter 9J-5, F.A.C.; and the South Florida Regional Policy Plan;~~
- ~~6. The major problems of development, physical deterioration, and the location of land uses and the social and economic effects of such uses;~~
- ~~7. The identification of any actions that are taken or needed to be taken to address the planning issues identified in the EAR;~~
- ~~8. Proposed or anticipated plan amendments necessary to address or implement the identified changes.~~
- ~~9. Other requirements of Florida comprehensive planning law.~~
- ~~10. The EAR will also contain a schedule for the adoption of any proposed amendments within one year after the EAR itself is adopted.~~

~~The activities related to preparation of the EAR will commence approximately one (1) year prior to the date established for adoption of the EAR. The following activities are anticipated:-~~

- ~~• Community Development Department will compile information regarding measured and monitored objectives and policies.~~
- ~~• A draft report will be circulated to city departments and any independent service providers for comment and recommendation.~~
- ~~• A revised draft EAR will be distributed to the public. Advertised public workshop(s) will be conducted to solicit and obtain public input and recommendations.~~
- ~~• The proposed EAR will be transmitted to the City Manager, Local Planning Agency, and City Commission.~~
- ~~• The City Commission will take timely action to adopt the EAR with or without changes, or to reject it as prescribed by applicable regulations.~~

~~EAR based amendments will be initiated by the Community Development Department during the Plan amendment filing period which occurs concurrent with or immediately following the adoption of the EAR. The EAR will be transmitted to the Florida Department of Community Affairs when the related Plan amendments are transmitted to the State for its review of the amendments.~~

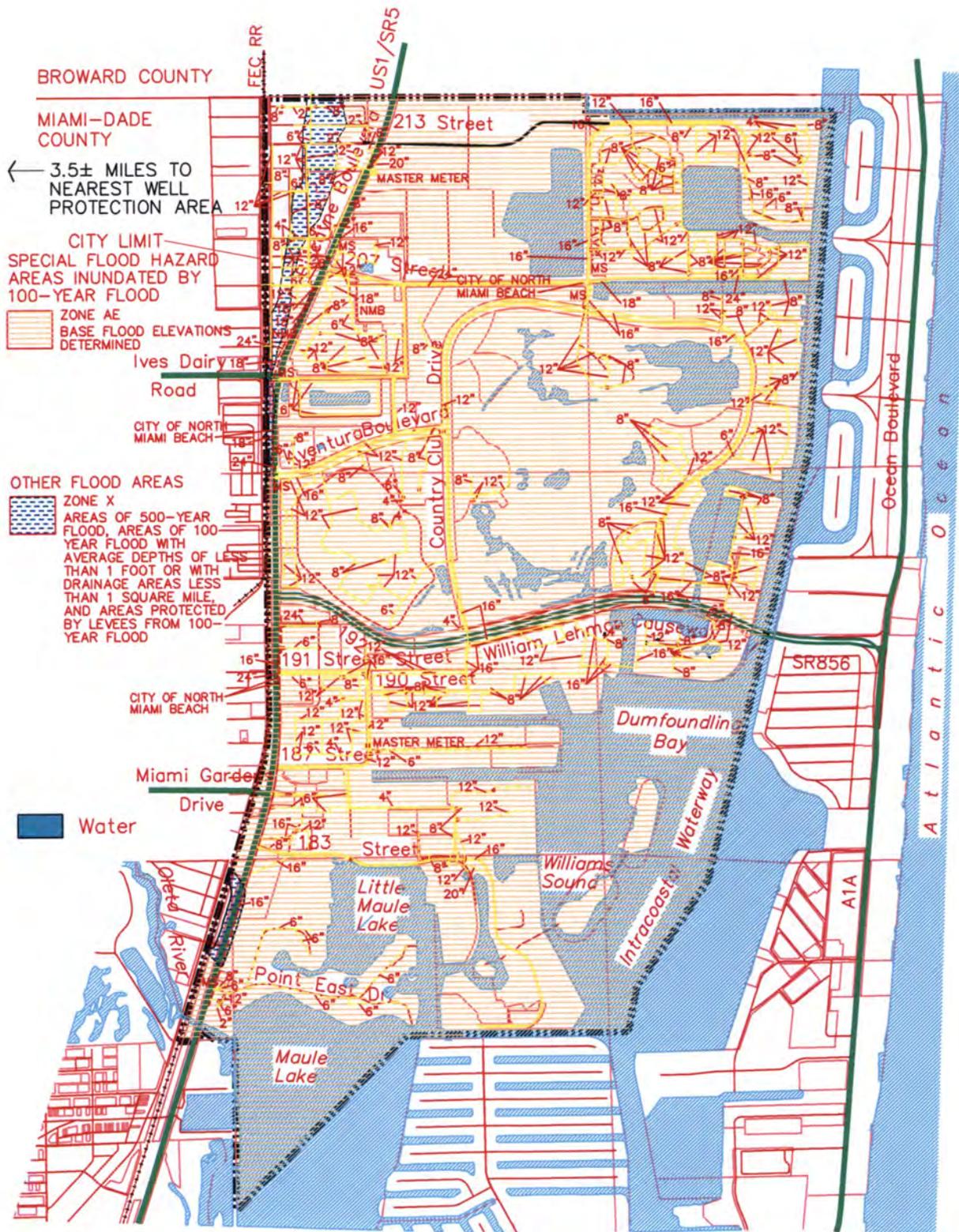
Aventura's procedures for locally evaluating and adopting Plan amendments, EAR evaluation and appraisal based and otherwise, will include public notice through newspaper advertisement; courtesy (not required) mailed notice to owners of property within an area subject to a privately filed application to amend the land use designation on the Land Use Plan Map and owners of property adjacent to such an area; dissemination of reports describing proposed amendments; opportunities for public written and oral comment and consideration of comments; and duly noticed public hearings.

14.. Amend the Adopted Future Land Use Plan Map Series as follows:

- a. Include the updated Future Land Use Map, Map 1-7, to show all land use changes from 2005 to the date of this evaluation and appraisal and to add the planning horizon of 2025.
- b. Add reference to the 2014 evaluation and appraisal to Map 1-8.
- c. Add reference to the 2014 evaluation and appraisal to Map 1-9 and update the mangrove wetlands and mangrove hammock areas.
- d. Include an updated Vacant Land Map, Map 1-10, to show all vacant land as of the date of this evaluation and appraisal.
- e. Adopt Panels 291 and 310 of the South Florida Storm Tide Atlas in Volume 7-11, Book 2, Miami-Dade County, of the Florida Statewide Regional Evacuation Study Program prepared by the South Florida Regional Planning Council dated December 15, 2010, as the best available data for mapping the Coastal High Hazard Area (CHHA) in the City of Aventura as required by Section 163.3178(2)(h) and Section 163.3178(8)(c) of the Florida Statutes.

MAP 1-7, FUTURE LAND USE PLAN MAP

**MAP 1-8, EXISTING FLOODPLAINS WITH POTABLE WATER FACILITIES
AND WELLHEAD PROTECTION AREAS**



Map 1-8 (Future Series)

Existing Floodplains With
Potable Water Facilities &
Wellhead Protection Areas
City of Aventura Comprehensive Plan - 1998

EAR. 2005
EABA 2014

NORTH

SCALE IN FEET

0 1000 2000 4000

Ivey, Harris & Walls, Inc.
631 E. Orlando Ave. Suite 200 Winter Park, FL 32789
Phone: 407-629-6880 Fax: 407-629-7888
Job: 936.01 Revised: 9/27/07

MAP 1-9, SOILS & MINERALS WITH EXISTING WETLANDS

MAP 1-10, VACANT LANDS IN CITY OF AVENTURA

THE CITY OF AVENTURA

AS OF JULY 2014

- SITE PLAN APPROVAL & VESTED RIGHTS █
- VESTED RIGHTS █
- SITE PLAN APPROVAL █
- APPLICATION ON FILE █
- NO APPLICATION ON FILE █



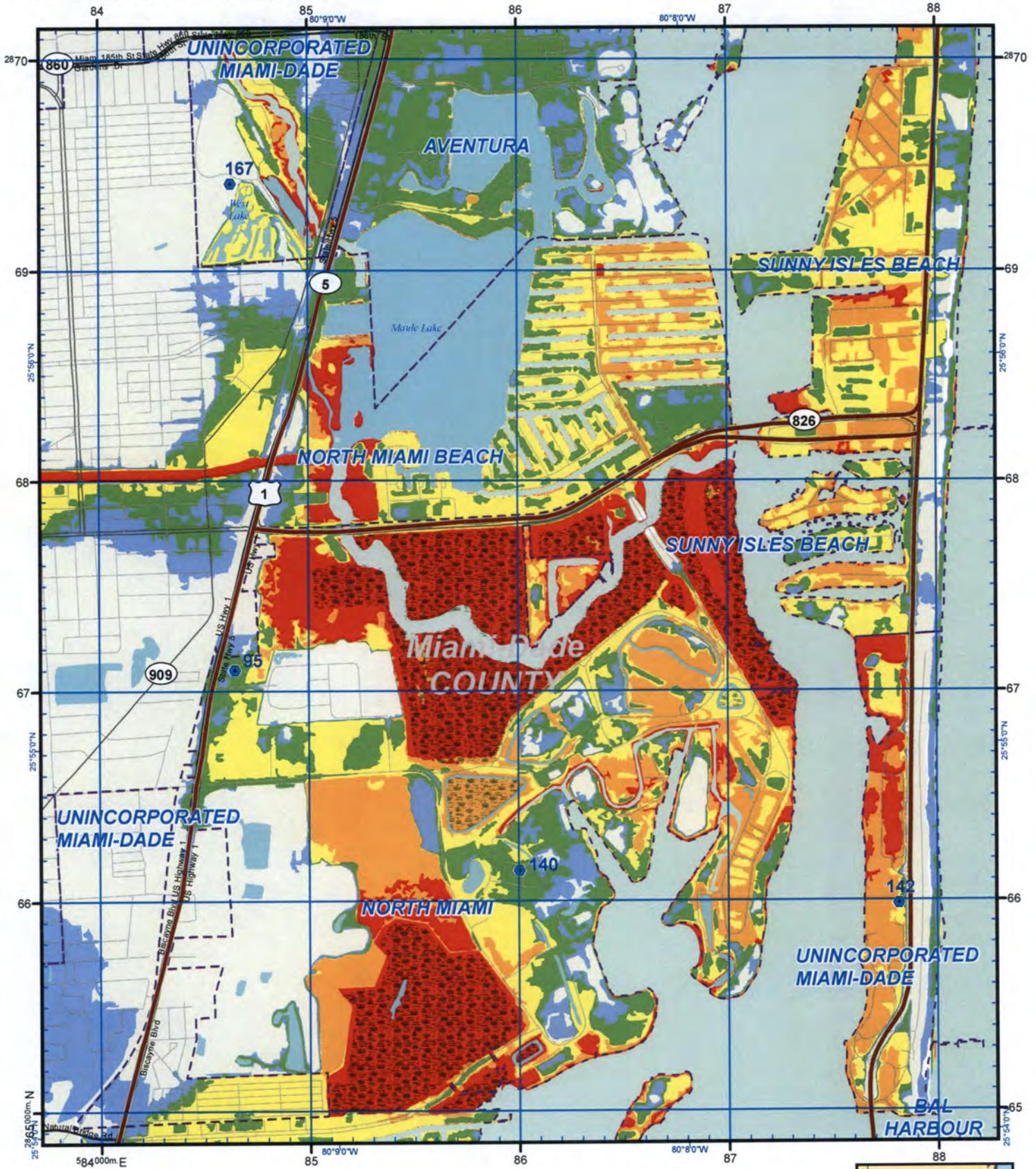
CITY OF AVENTURA
 19200 WEST COUNTRY CLUB DRIVE
 AVENTURA, FL 33180

DRAWN BY: AM
 DATE: 6/24/14
 SCALE: 1" = 600'
 PROJECT NO.: 001
 CAD FILE: L\CAD\

VACANT LAND MAP

**PANELS 291 AND 310, SOUTH FLORIDA STORM TIDE ZONES
MIAMI DADE COUNTY, 2010
STATEWIDE REGIONAL EVACUATION STUDIES PROGRAM
DEPICTING THE COASTAL HIGH HAZARD AREA
IN THE CITY OF AVENTURA**

**The Coastal High Hazard Area is the area below the
Category 1 storm surge line shown in red on the Panels**



US National Grid
 100,000-m Square ID
NJ
 Grid Zone Designation
17R
 Datum = NAD 1983, 1,000-m USNG



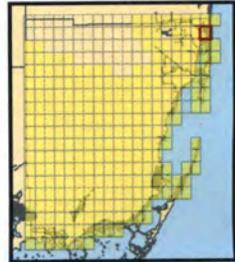
- Notes:**
1. Surge limits are based on still water storm tide height elevation above NAVD83 at high tide with no wave setup.
 2. Total Storm Tide limits were derived from Maximum of Maximum surge heights over LIDAR based digital elevation.
 3. The Points of Reference are locations determined to be relevant to emergency management officials.

ATLAS LEGEND	
	HOSPITAL
	Points of Reference
	Evacuation Route
	City Limits
	NHD Lakes
	NHD Major Water

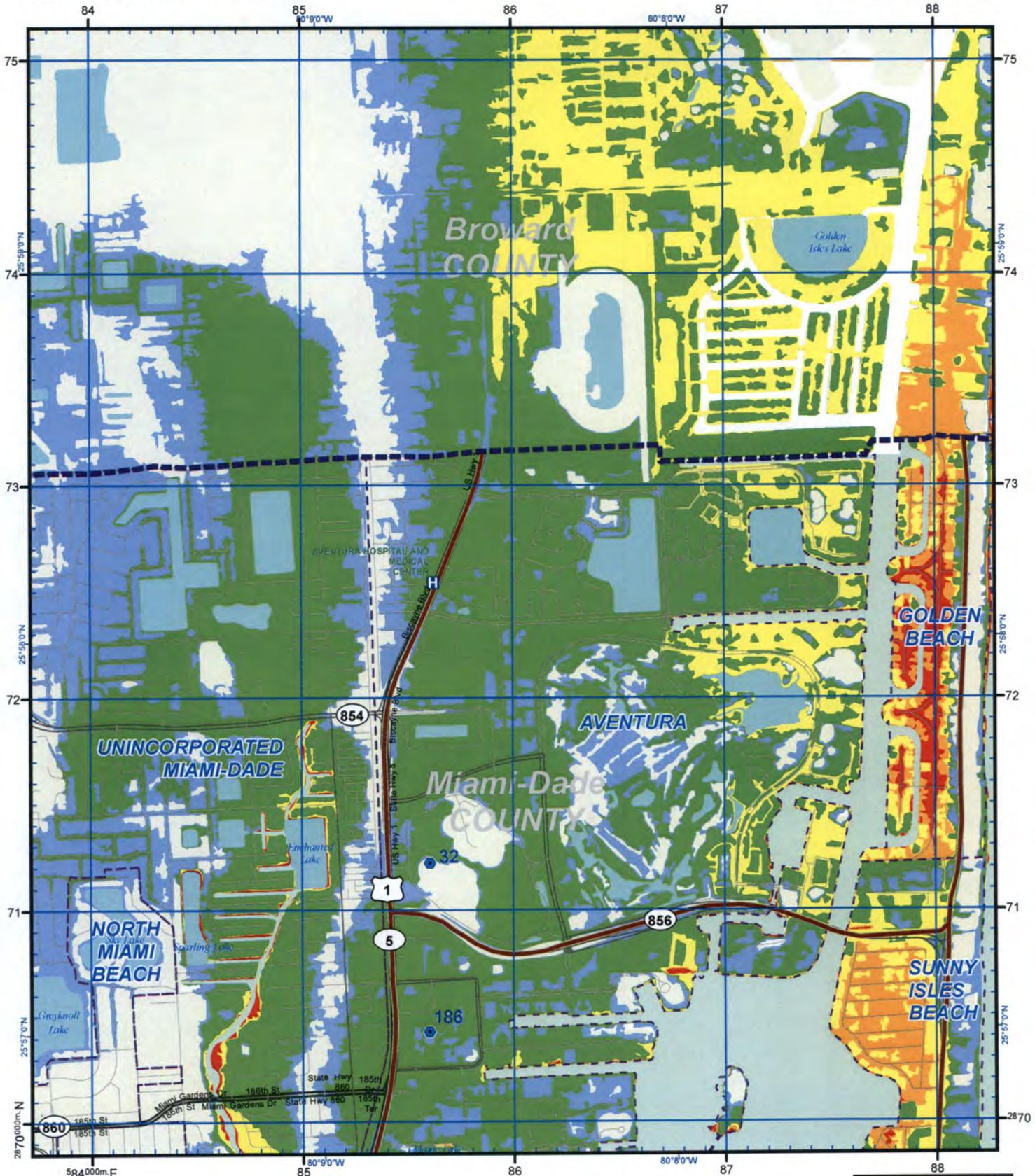
Cat	Color
1	Red
2	Orange
3	Yellow
4	Light Green
5	Blue

Storm Tide Zones
 Miami-Dade County, 2010
 Scale - 1:24,000

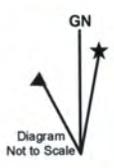
 USNG Page **17R NJ 84 65**
 Map Plate **291**



This map is for reference & planning purposes only. Hurricane evacuation decision-making and growth management implementation are local responsibilities. Please consult with local authorities.



US National Grid
100,000-m Square ID
NJ
Grid Zone Designation
17R
Datum = NAD 1983, 1,000-m USNG

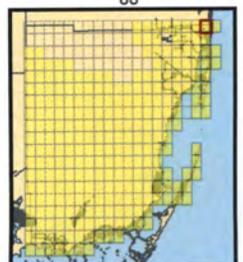


Notes:
1. Surge limits are based on still water storm tide height elevation above NAVD86 at high tide with no wave setup.
2. Total Storm Tide limits were derived from Maximum of Maximums surge heights over LIDAR based digital elevation.
3. The Points of Reference are locations determined to be relevant to emergency management officials.

ATLAS LEGEND

HOSPITAL	Points of Reference	Cat 1
Evacuation Route	City Limits	2
NHD Lakes	NHD Major Water	3
		4
		5

Storm Tide Zones
Miami-Dade County, 2010
Scale - 1:24,000
0 2,000 Feet
USNG Page 17R NJ 84 70
Map Plate 310



This map is for reference & planning purposes only. Hurricane evacuation decision-making and growth management implementation are local responsibilities. Please consult with local authorities.

**APPLICATION No. 3
CITY OF AVENTURA COMPREHENSIVE PLAN TRANSPORTATION ELEMENT
AMENDMENTS**

**Note: Additions to existing Goals, Objectives and Policies are shown in underlined text.
Deletions are shown in strike-through text.**

1. Delete the reference to Rule 9J5 in the Transportation Goal, as follows:

To provide a safe and efficient multimodal transportation system appropriate to serve the needs of the city; to promote the use of alternative transportation methods encouraging scaled pedestrian and bicycle facilities, public transit, adequate parking facilities, paratransit, and other modes of transportation; to coordinate the transportation system with the land use plan, and other appropriate agencies; and to protect rights-of-way. ~~{9J-5.019(4)(a)}~~

2. Delete the reference to Rule 9J5 in Objective 1, as follows:

~~As per 9J-5.005(8)(j),~~ The City of Aventura adopts the level of service standard as described in the Miami-Dade County Comprehensive Development Master Plan, described as follows:

The minimum acceptable peak-period LOS for all State roads and on all City roads shall be the following:

- a) Where no public mass transit service exists, roadways shall operate at or above LOS E;
- b) Where mass transit service having headways of 20 minutes or less is provided within ½ mile distance, roadways shall operate at no greater than 120 percent of their capacity;
- c) Where extraordinary transit service such as commuter rail or express bus service exists parallel roadways within ½ mile shall operate at no greater than 150 percent of their capacity.

3. Delete the reference to Rule 9J5 in Policy 1.3, as follows:

In conformity with the established Miami-Dade County Transportation Exception Area, that area located within the boundaries of the City of Aventura is designated as a Transportation Concurrency Exception Area as specified in ~~Section 9J-5(6),~~ Florida Statutes. The geographic location and extent of the City's Transportation Concurrency Exception Area, which is all land within the corporate boundary of the City of Aventura, shall be maintained on the "Future Function Classification and Number of Lanes" map.

4. Delete the reference to Rule 9J5 in Policy 1.5, as follows:

The City will develop transportation management strategies, such as but not limited to, traffic calming techniques and traditional 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. [9J-5.019(4)(e)7]

5. Delete the reference to Rule 9J5 in Policy 1.6, as follows:

Annual transit trips per capita will be utilized to determine the achievement of the mobility goals of the City. [9J-5.019(4)(e)10]

6. Remove the target date and add City ordinance reference to Policy 1.12, as follows:

~~By 2007, or at the earliest feasible date, t~~ The City of Aventura will develop ~~continue to maintain~~ impact fees and other methods by which developers can mitigate impacts to the transportation system by contributing funds for alternative modes of transportation, particularly the expansion, operation and maintenance of the Circulator System, pursuant to its Transportation Mitigation Impact Fee Ordinance No. 2008-08, as amended.

7. Delete the reference to Rule 9J5 in Objective 2, as follows:

As part of the internal consistency requirement of the Comprehensive Plan elements, the transportation system outlined in this element will be coordinated with the Future Land Use Map or map series to ensure that the transportation modes are consistent with the land uses in the area by the Plan's adoption. [9J-5.019(4)(b)2]

8. Delete the reference to Rule 9J5 in Policy 2.1, as follows:

Parking strategies will be developed that encourage a multi-modal transportation system including scaled pedestrian and bicycle facilities, public transit, paratransit, and other modes of transportation. [9J-5.019(4)(e)3]

9. Delete the reference to Rule 9J5 in Policy 2.2, as follows:

Through implementation of the Future Land Use Plan and Land Development Regulations, the use of bicycles and pedestrian activities will be promoted and encouraged with particular emphasis given to the Town Center. [9J-5.019(4)(e)5]

10. Delete the reference to Rule 9J5 in Policy 2.3, as follows:

Through the implementation of the multi-modal transportation strategies, demand management programs will be established to modify peak hour travel demands, and reduce the number of vehicle miles traveled. [9J-5.019(4)(e)6]

11. Delete the reference to Rule 9J5 in Policy 2.4, as follows:

Public transportation will be encouraged through implementation of local transit service and its incorporation in to the Town Center, as identified on the Future Land Use Plan Map. ~~{9J-5.019(4)(e)12}~~

12. Delete the reference to Rule 9J5 in Policy 2.5, as follows:

Through implementation of linking local streets to provide residents with internal alternative routes, local traffic will be encouraged to use alternative routes developed to protect the interregional and intrastate functions of the Florida Intrastate Highway System. ~~{9J-5.019(4)13}~~

13. Delete the reference to Rule 9J5 in Objective 3, as follows:

As part of the implementation of the programs outlined in this element coordination of the transportation system with the Miami-Dade Metropolitan Planning Organization, Florida Transportation Plan, and the Florida Department of Transportation Adopted Work Program will be evaluated annually as part of the annual update of the concurrency management system. ~~{9J-5.019(4)(b)3}~~

14. Delete the reference to Rule 9J5 in Policy 3.1, as follows:

Through the annual evaluation of the plans and programs of the other applicable agencies applicable roadway and transit service improvements for future multi-modal needs will be identified and addressed. ~~{9J-5.019(4)(e)8}~~

15. Delete the reference to Rule 9J5 in Policy 3.2, as follows:

Transportation coordination related mechanisms, appropriate agreements, and strategies will be utilized to implement the area wide transportation, land use, parking, and other provisions of the multi-modal plan. ~~{9J-5.019(4)(e)11}~~

16. Delete the reference to Rule 9J5 in Policy 3.3, as follows:

Through implementation of this element and required agency coordination mechanisms, appropriate strategies will be developed to address improvements to the Aventura Mall transit terminal and development of a Town Center intermodal terminal, as well as access to aviation, rail and seaport facilities. ~~{9J-5.019(4)(e)14}~~

17. Delete the reference to Rule 9J5 in Objective 4, as follows:

Through coordination of the City's multi-modal transportation plan with the applicable public transit service and the Miami-Dade Metropolitan Planning Organization, efficient public transit service will be determined by the ridership. ~~{9J-5.019(4)(b)4}~~

18. Delete the reference to Rule 9J5 in Policy 4.1, as follows:

The City shall implement a local public transit system. ~~[9J-5.019(4)(c)9]~~

19. Delete the reference to Rule 9J5 in Objective 5, as follows

Through implementation of the Future Land Use Plan describing land use densities and intensities, existing and future rights-of-way, such as the eastern extension of Miami Gardens Drive and the realignment of NE 29th Avenue, will be protected from building encroachment. ~~[9J-5.019(4)(b)5]~~

20. Delete the reference to Rule 9J5 in Policy 5.1, as follows

In coordination with the Miami-Dade Metropolitan Planning Organization, and the Florida Department of Transportation rights-of-way acquisition timetables and protection mechanisms will be established for the easterly extension of Miami Gardens Drive and the realignment of NE 29th Avenue. ~~[9J-5.019(4)(c)4]~~

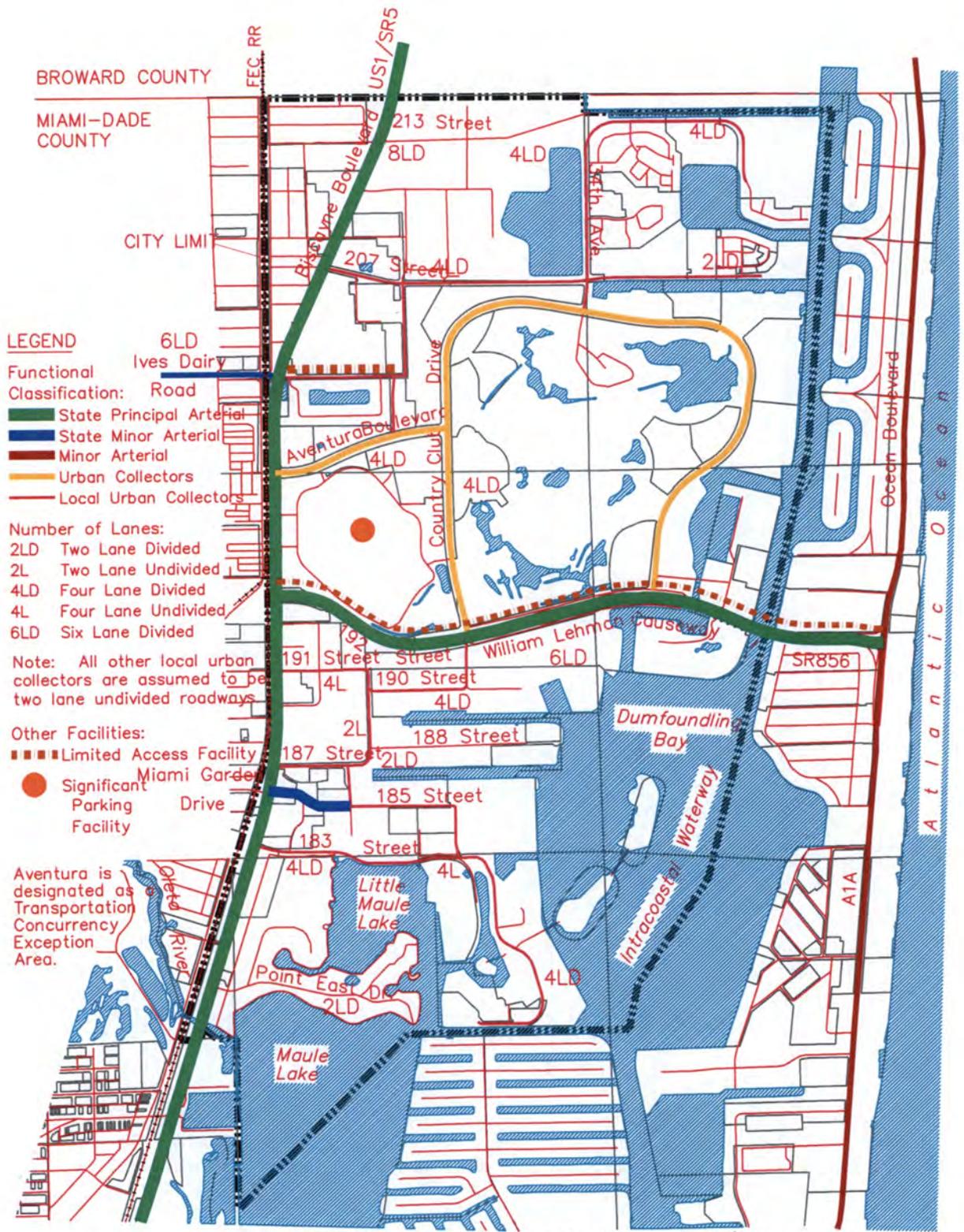
21. Remove the target date and provide for ongoing maintenance of Policy 6.1 in the Land Development Regulations, as follows:

~~By 2007, or at the earliest feasible date, t~~ The City shall provide in review and amend its Land Development Regulations ~~in order to provide~~ a cohesive blueprint for development and redevelopment in the City to ensure that new development enhances mobility options and that redevelopment does not further degrade transportation levels of service.

22. Amend the Adopted Transportation Map Series as follows:

- a. Revise Map 2-5 to update the timeframe to 2030 and update the reference source date.
- b. Revise Map 2-6 to update the reference source date.
- c. Revise Map 2-7 to update the timeframe to 2030 and update the reference source date.
- d. Revise Map 2-8 to update the reference source date.

**MAP 2-5, FUTURE FUNCTIONAL CLASSIFICATION AND
NUMBER OF LANES**



Source: 2013 Miami-Dade County Comprehensive Development Master Plan

Map 2-5

Future Functional Classification and Number of Lanes - 2030

City of Aventura Comprehensive Plan - 1998

EAR. 2005

EABA. 2014

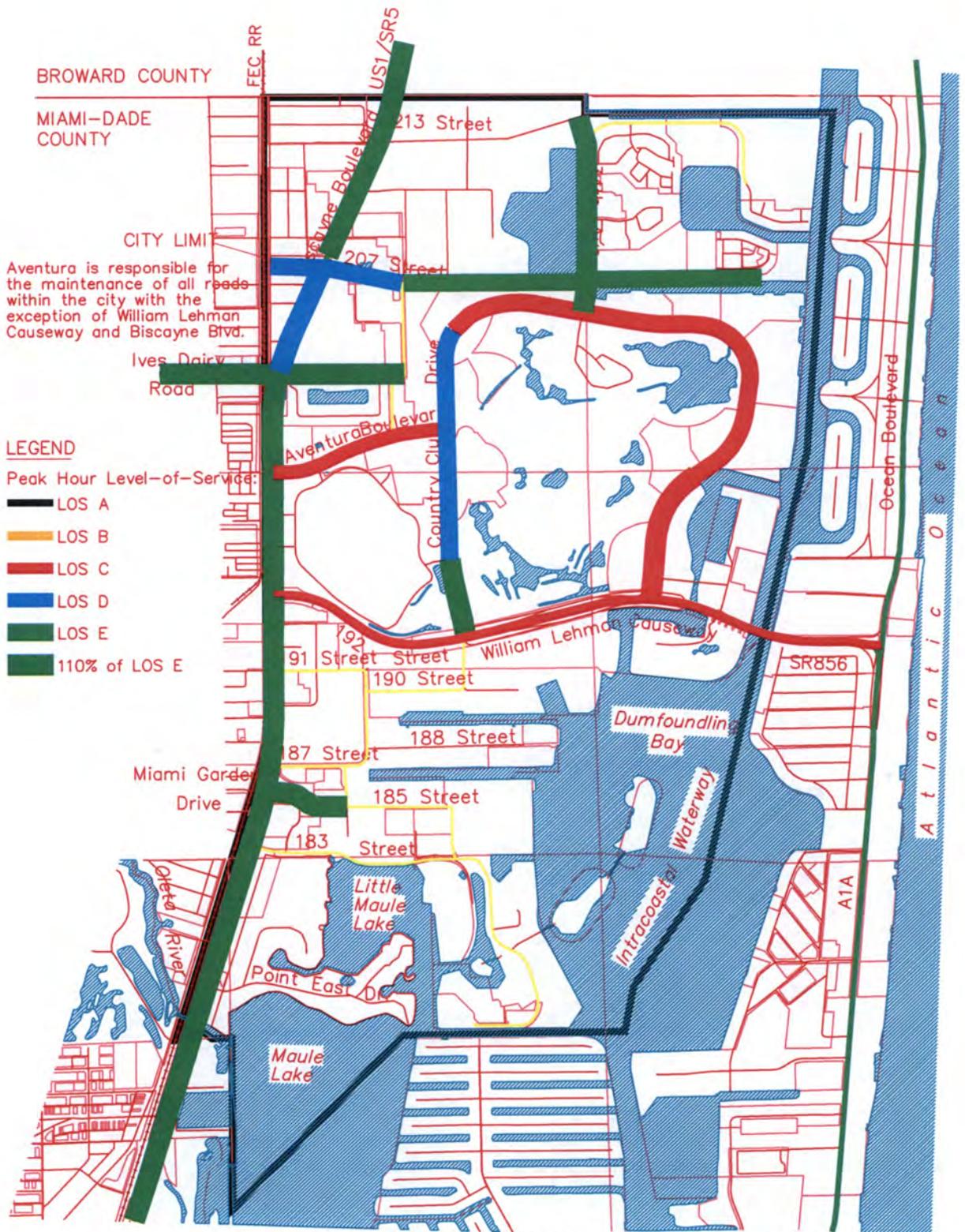
SCALE IN FEET

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Ivey, Harris & Walls, Inc.

631 S. Orlando Ave. Suite 200 Winter Park, FL 32789
 Phone: 407-629-8880 Fax: 407-629-7888
 Job: 936.01 Revised 9/21/07

**Map 2-6, FUTURE TRAFFIC VOLUMES AND LEVELS OF SERVICE
2030**



Map 2-6

Source: 2013 Miami-Dade Comprehensive Development Master Plan

Future Traffic Volumes and Levels of Service - 2030

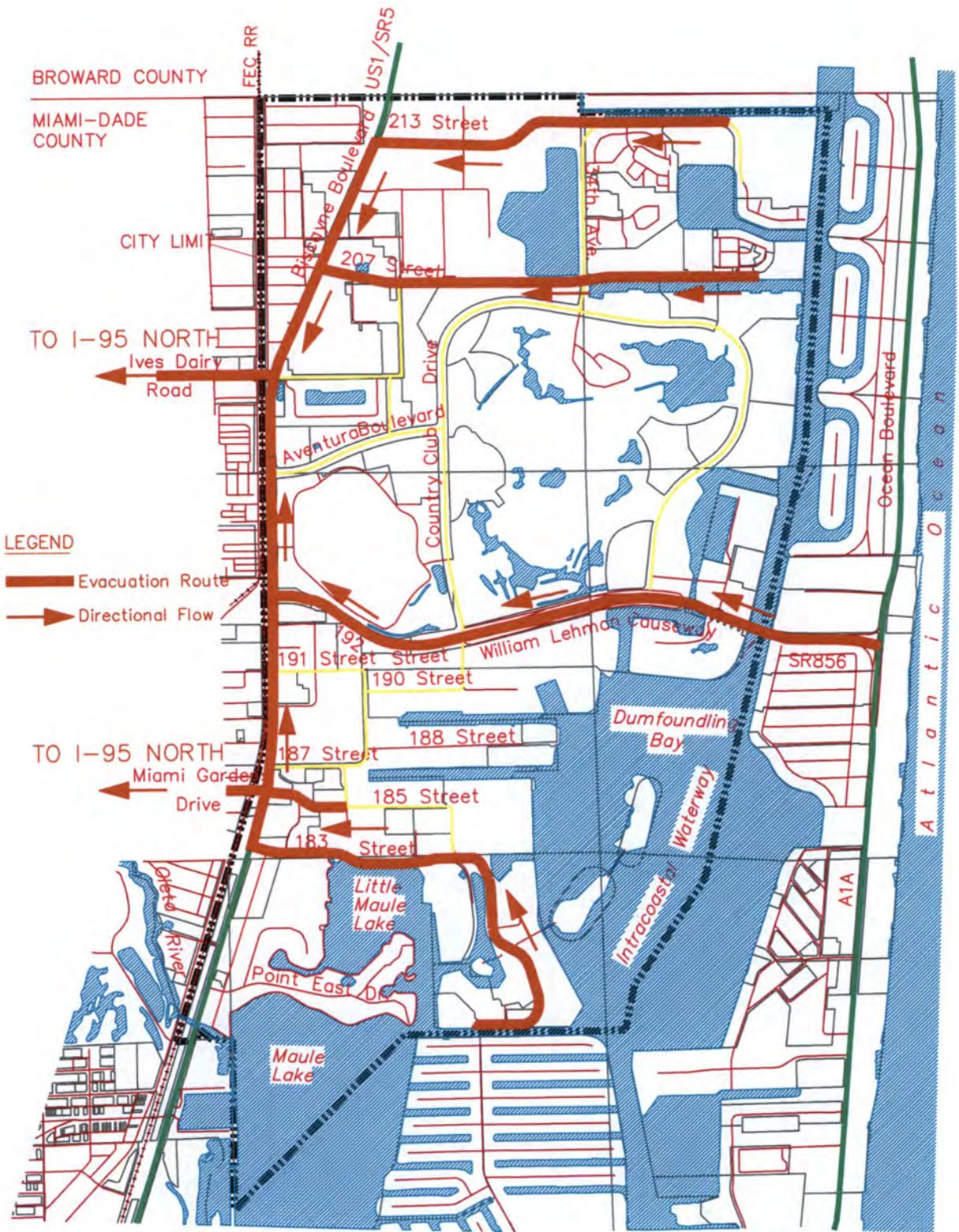
City of Aventura Comprehensive Plan - 1998
 EAR. 2005
 EABA. 2014

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**MAP 2-7, FUTURE HURRICANE EVACUATION ROUTES
2030**



Source: 2013 Miami-Dade County Comprehensive Development Master Plan

Map 2-7

Future Hurricane Evacuation Routes - 2030

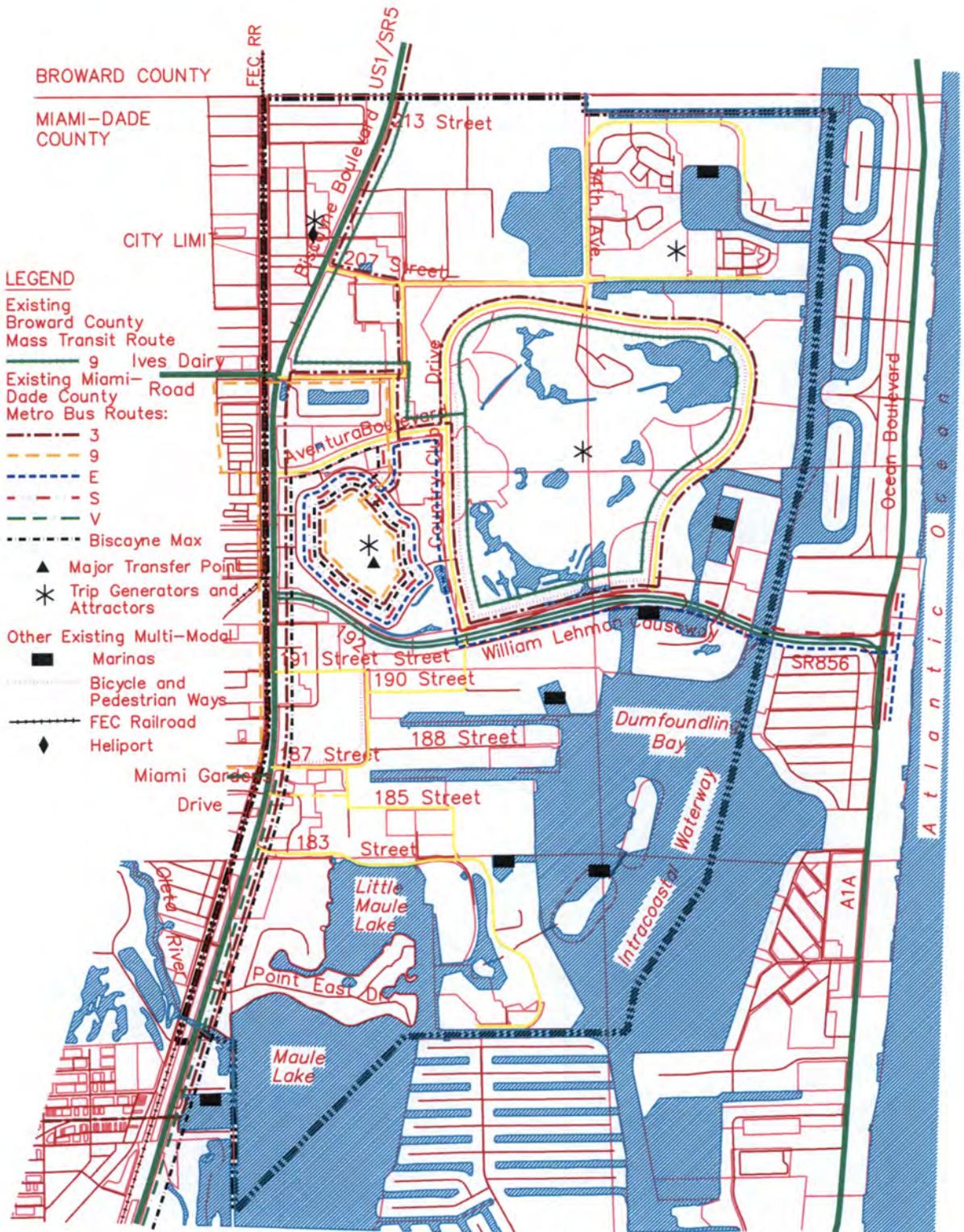
City of Aventura Comprehensive Plan - 1998
 EAR. 2005
 EABA. 2014

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 Job: 936.01 Revised 9/27/07

**MAP 2-8 FUTURE MULTI-MODAL TRANSPORTATION
2030**



Source: 2013 Miami-Dade Comprehensive Master Plan.

Map 2-8

Future Multi-Modal Transportation

City of Aventura Comprehensive Plan - 1998
 EAR. 2005
 EABA. 2014

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**APPLICATION No. 4
CITY OF AVENTURA COMPREHENSIVE PLAN HOUSING ELEMENT
AMENDMENTS**

**Note: Additions to existing Goals, Objectives and Policies are shown in underlined text.
Deletions are shown in strike-through text.**

1. Delete the reference to Rule 9J5, FAC, in the Housing Goal, as follows:

To achieve a balanced and affordable range of housing stock; to encourage the diversification and distribution of the housing stock; to eliminate substandard structures; and to conserve a good quality housing stock. ~~{9J-5.010(3)(a)}~~

2. Delete the reference to Rule 9J5, FAC, in Objective 1, as follows:

Within one year of Plan adoption, provide the framework for a housing program that encourages the creation and preservation of affordable housing for all current and anticipated future Aventura residents. ~~{9J-5.010(3)(b)1}~~

3. Delete the reference to Rule 9J5, FAC, in Policy 1.1, as follows:

Through implementation of the housing program, and the Intergovernmental Coordination Element Aventura will coordinate with appropriate private and non-profit agencies to improve housing production. ~~{9J-5.010(3)(e)1}~~

4. Delete the reference to Rule 9J5, FAC, in Policy 1.2, as follows:

Through the comprehensive planning process and the development of the Land Development Regulations (LDRs) a streamlined permitting process will be established; providing for efficient review with minimal delays and costs. ~~{9J-5.010(3)(e)2}~~

5. Delete existing Policies 1.4, 1.5 and 1.7 that contain outdated study references.

~~Policy 1.4~~

~~The City of Aventura shall actively participate in the joint Florida Department of Community Affairs/South Florida Regional Planning Council "Regional Affordable Housing Strategy".~~

~~Policy 1.5~~

~~Once the final recommendations of the joint Florida Department of Community Affairs/South Florida Regional Planning Council "Regional Affordable Housing Strategy" are issued, the City shall incorporate these recommendations into a citywide affordable housing policy, to the maximum~~

~~extent consistent with existing land use, design, urban service, transportation, environmental and social conditions in the City, including consideration of applicable goals, objectives and policies. This policy will be incorporated in the form of an amendment to the adopted comprehensive plan. The amendment will be initiated within six months, or the first available amendment cycle, following completion of the "Regional Affordable Housing Strategy".~~

...

Policy 1.7

~~The City shall coordinate, as appropriate, with the South Florida Regional Planning Council in the development and implementation of the Regional Housing Plan.~~

6. Revise and renumber Policy 1.6 to include new study language, as follows:

Policy 1.64

The City shall support public and private sector efforts, including the Seven50 Southeast Florida Prosperity Plan and its Regional Analysis of Impediments to Fair Housing, Social Equity Analysis and Opportunity Index for the seven counties of Southeast Florida, to provide an adequate supply of housing units that are affordable to households of all incomes and ethnicities in proportions that are reflective of the housing demand and needs, and encourage developers to provide a variety of housing types, including housing affordable to City residents of all income levels and ethnicities, in residential projects and communities.

7. Insert new Policy 1.5 to include new study language, as follows:

Policy 1.5

The City shall support public and private sector efforts to reduce the housing cost burden to the maximum extent possible consistent with existing land use, design, urban service, transportation, environmental and social conditions in the City.

8. Delete reference to Rule 9J5, FAC, from Objective 2, as follows:

Through the comprehensive planning process and the development of LDRs a code enforcement system to eliminate substandard housing, encouraging the rehabilitation or improvement of existing housing, while accounting for potentially historically significant housing will be established in LDR's. ~~[9J-5.010(3)(b)2], [9J-5.010(3)(b)5]~~

9. Delete the reference to Rule 9J5, FAC, from Policy 2.1, as follows:

Aventura does not contain any historically significant housing at this time, however, the City recognizes its responsibility to ensure that the quality, stability, and maintenance of the housing stock be addressed in the City's housing program. ~~[9J-5.010(3)(e)3]~~

10. Delete the reference to Rule 9J5, FAC, from Policy 2.2, as follows:

The following classifications will be used to determine the condition of the housing stock, once the condition of a structure is determined the appropriate conservation, rehabilitation and demolition strategy will be implemented. ~~{9J-5.010(3)(c)4}~~

11. Delete the reference to Rule 9J5, FAC, from Objective 3, as follows:

Due to high and increasing property values and the scarcity of developable land, the City will coordinate with the private sector in order to encourage the provision of a variety of housing types, including housing affordable to City residents of all income levels, in residential and Town Center communities throughout the City. There are no sites available for mobile homes. ~~{9J-5.010(3)(b)3}~~

12. Delete the reference to Rule 9J5, FAC, from Policy 3.1, as follows:

The City of Aventura, through its Land Development Regulations and other appropriate mechanisms, shall implement appropriate criteria allowing diverse housing types including housing affordable to City residents of all income levels and ensure the provision of services to support the housing stock through the concurrency management ordinance. Aventura is an urban area, therefore, there are no rural uses or need for farmworker housing. ~~{9J-5.010(3)(e)5}~~

13. Delete the reference to Rule 9J5, FAC, from Policy 3.2, as follows:

Through implementation of the Future Land Use Plan and implementing LDRs sufficient densities are delineated to allow affordable housing. Due to the extent of existing development sites appropriate for affordable housing are limited. ~~{9J-5.010(3)(e)11}~~

14. Delete the reference to Rule 9J5, FAC, from Objective 4, as follows:

Through the implementation of the Future Land Use Plan and the LDRs, adequate categories to allow group homes and foster care facilities licensed or funded by the Florida Department of Health and Rehabilitative Services will be implemented by LDRs. ~~{9J-5.010(3)(b)4}~~

14. Delete the reference to Rule 9J5, FAC, from Policy 4.1, as follows:

Through the implementation of the Future Land Use Plan and the LDRs, Aventura will encourage the establishment of group homes and foster care facilities in a manner consistent with Chapter 419, F.S. to guide the development of these licensed facilities in a non-discriminatory manner. Based on the concurrency management system adequate infrastructure and public facilities will be in place. ~~{9J-5.010(3)(e)6}~~

15. Delete the reference to Rule 9J5, FAC, from Objective 5, as follows:

In the event that the implementation of the housing program results in the elimination of substandard occupied housing the City of Aventura will provide relocation housing to those displaced, as necessary and required. ~~{9J-5.010(3)(b)6}~~

16. Delete the reference to Rule 9J5, FAC, from Policy 5.1, as follows:

The City of Aventura will provide appropriate relocation housing for any displaced individuals. [~~9J-5.010(3)(e)9~~]

17. Delete the reference to Rule 9J5, FAC, from Objective 6, as follows:

Upon plan adoption, and as part of the on-going formulation of the City of Aventura's operating policies and procedures, an affordable housing implementation program shall be maintained. [~~9J-5.010(3)(b)7~~]

18. Delete the reference to Rule 9J5, FAC, from Policy 6.1, as follows:

Where applicable the City will utilize, and in a coordination effort, encourage housing providers to utilize federal, state and county subsidy programs. [~~9J-5.010(3)(e)7~~]

19. Delete the reference to Rule 9J5, FAC, from Policy 6.2, as follows:

Due to the unusually high property values, coupled with limited vacant land, the City of Aventura's housing program may require the City to consider entering into an interlocal agreement to provide a framework for the provision of affordable housing. [~~9J-5.010(3)(e)10~~]

**APPLICATION No. 5
CITY OF AVENTURA COMPREHENSIVE PLAN INFRASTRUCTURE ELEMENT
AMENDMENTS**

**Note: Additions to existing Goals, Objectives and Policies are shown in underlined text.
Deletions are shown in strike-through text.**

1. Amend Objective 4 to coordinate with Miami-Dade County and North Miami Beach Comprehensive Plans and Water Supply Plans goals and policies and with the South Florida Water Management District, Lower East Coast Water Supply Plan, as follows:

The City shall coordinate with the water conservation programs developed and implemented by its water suppliers, Miami-Dade County and North Miami Beach and by the South Florida Water Management District, Lower East Coast Water Supply Plan, ~~develop and implement a comprehensive water conservation program~~ to ensure that a sufficient, economical supply of fresh water is available to meet current and future demand for potable water without degrading the environment.

Measure: ~~Reduce Per capita water consumption by 10% by 2005;~~ percent water unaccounted for; peak day to average day water demand ratio; amount of water and wastewater that is reused or reclaimed on an annual basis, as published annually by Miami-Dade County Water and Sewer Department.

2. Amend Policy 3.1 of Objective 3, to provide that minimum floor elevation is based on City of Aventura Code, as follows:

The Stormwater Management (Drainage) Level of Service (LOS) standards for Aventura contains both a Flood Protection (FP) and Water Quality (WQ) component. The minimum acceptable Flood Protection Level of Service (FPLOS) standards for Aventura shall be protection from the degree of flooding that would result for a duration of one day from a ten-year storm, with exceptions in previously developed canal basins as provided below, where additional development to this base standard would pose a risk to existing development. All structures shall be constructed at, or above, the minimum floor elevation specified in the federal Flood Insurance Rate Maps for Aventura, or as specified in the Miami-Dade County the most recent edition of the Florida Building Code or the City of Aventura Code, whichever is higher.

**APPLICATION No. 6
CITY OF AVENTURA COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS
ELEMENT AMENDMENTS**

**Note: Additions to existing Goals, Objectives and Policies are shown in underlined text.
Deletions are shown in strike-through text.**

1. Delete the reference to Rule 9J5, FAC, in the Capital Improvement Goal, as follows:

Aventura shall, in a fiscally prudent manner, plan for and manage its facilities and infrastructure in order to adequately serve current and future residents while efficiently using and maintaining existing public investments, and making timely provision of required new capital investment. ~~{9J-5.016(3)(a)}~~

2. Delete the reference to Rule 9J5, FAC, in Objective 1 as follows:

The Capital Improvements Element (CIE) shall provide for necessary replacement of existing facilities, upgrading of facilities when necessary to maintain adopted level of service (LOS) standards, and for new facility investments which are needed and affordable. ~~{9J-5.016(3)(b)1}~~

3. Delete the reference to Rule 9J5, FAC, in Policy 1.2, as follows:

The City will continue to adopt an annual capital budget which contains the projects from the Five-year Schedule of Improvements for the corresponding year. ~~{9J-5.016(3)(c)7}~~

3. Delete the reference to Rule 9J5, FAC, in Policy 1.3, as follows:

Aventura will manage its long-term general obligation debt in such a manner that the ratio of the debt service millage to the City millage does not exceed 10 percent. ~~{9J-5.016(3)}~~

4. Delete the reference to Rule 9J5, FAC, in Objective 2, as follows:

Upon adoption of this Plan land use decisions will be made in the context of available fiscal resources such that scheduling and providing capital facilities for new development will not degrade adopted service levels and/or negatively impact hurricane evacuation clearance times. ~~{9J-5.016(3)(b)(4)}~~

5. Delete the reference to Rule 9J5, FAC, in Policy 2.2, as follows:

Service and facility impacts of new development must be identified and quantified so that sufficient public facilities will be planned and programmed to be available when needed. All development orders authorizing new, or significant expansion of existing urban land uses, shall be contingent upon the provision of services at the levels of service which meet or exceed the adopted LOS

standards except as otherwise provided in the concurrency management system of the CIE. ~~{9J-5.016(3)(e)6}~~

6. Delete the reference to Rule 9J5, FAC, in Policy 2.3, as follows:

Development Orders that were reviewed for concurrency and approved, by Miami-Dade County, prior to the adoption of this Comprehensive Plan shall be considered vested unless or until such a determination expires. ~~{9J-5.016(3)(e)5}~~

7. Delete the reference to Rule 9J5, FAC, in Policy 2.4, as follows:

The Five-Year Capital Improvements Program, or the City's contract providers as appropriate, shall incorporate the identified capital investments from each functional element and will be based on the following LOS standards: ~~{9J-5.016(3)(e)4}~~

8. Delete the reference to Rule 9J5, FAC, in Traffic Circulation section of Policy 2.4 and update reference to Miami Dade County Comprehensive Development Plan, as follows:

Traffic Circulation

~~As per 9J-5.005(8)(j),~~ ~~†~~ The City of Aventura adopts the level of service standard as described in the Miami-Dade County Comprehensive Development Plan, Traffic Circulation Subelement ~~4997~~ 2013, Objective ~~4~~ TC-1 Policy ~~4B~~ TC-1B, as it relates to Urban Infill Areas (UIA) ~~{9J-5.019(4)(e)1}~~, and more particularly described as follows: ...

9. Delete the reference to Rule 9J5, FAC, in Objective 3, as follows:

Future development will be permitted only when the adopted level of service standards for those services listed in the CIE will be upgraded or maintained at adopted levels of service, or when demonstrated negative impacts on hurricane evacuation clearance times will be mitigated, by ensuring that adequate fiscal resources are made available including, the proportionate cost of improvements necessitated by the development. ~~{9J-5.016(3)(b)3}~~

10. Delete the reference to Rule 9J5, FAC, in Policy 3.1, as follows:

Appropriate funding mechanisms will be adopted and applied by Aventura in order to assure the fiscal resources to maintain acceptable levels of service. Such funding mechanisms include impact fees, user fees, special tax districts, general obligation bonds, and special purpose authorities, or others as appropriate and feasible. ~~{9J-5.016(3)(e)8}~~

11. Delete the reference to Rule 9J5, FAC, in Objective 4, as follows:

Annually, the City will prepare a five-year Capital Improvement Program (CIP) analyzing all anticipated capital expenditures and identifying associated funding sources. ~~{9J-5.016(3)(b)1 & 4}~~

12. Delete the reference to Rule 9J5, FAC, in Policy 4.1, as follows:

Future capital expenditures necessitated by changes in population, changes in development, growth, redevelopment or changes in economic base will be calculated and included in the Capital Improvement Program update process. [~~9J-5.016(3)(e)-1~~]

13. Delete the reference to Rule 9J5, FAC, in Policy 4.6, as follows:

The City will maintain all of its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs. [~~9J-5.016(3)(e)3~~]

14. Delete the reference to Rule 9J5, FAC, in Policy 4.7, as follows:

The City will identify the estimated cost of capital projects and prepare a funding projection that considers revenues and operating costs to be included in the Capital Improvement Program document that is submitted to the City Commission for approval. [~~9J-5.016(3)(e)9~~]

15. Revise Policy 4.18 to adopt by reference the Miami-Dade County Public Schools Facilities Work Program, as amended from year to year, as follows:

To address financial feasibility associated with school concurrency, Miami-Dade County Public Schools Facilities Work Program for educational facilities, as formally adopted by Miami-Dade County Public Schools in September, 2007, as amended, is hereby adopted by reference as part of the Capital Improvement Element.

16. Revise Policy 4.19 to adopt by reference the City's annual update to our Capital Improvements Program, as follows:

The City of Aventura ~~2009/10—2013/14~~ Capital Improvement Program and the Capital Improvements Schedule included therein, contains a schedule of projects that the City shall implement in order to meet its adopted Level of Service standards and ensure the financial feasibility of this Comprehensive Plan. The ~~2009/10—2013/14~~ Capital Improvements Program, as adopted annually by the City Commission is hereby adopted by reference as part of the Capital Improvements Element.

17. Update Section 12) of Concurrency Management System text to reference the most current Miami-Dade County Comprehensive Development Master Plan, as follows:

CONCURRENCY MANAGEMENT SYSTEM

...

- 12) A proposed development will not be denied a concurrency approval for transportation facilities provided that the development is otherwise consistent with the adopted Comprehensive Plan and it meets the following criteria pursuant to Section 163.3180, F.S.:

- The proposed development is located within the Urban Infill Area (UIA), as adopted and described in the ~~1997~~ Miami-Dade County Comprehensive Development Master Plan Capital Improvements Element and the Transportation Element, Traffic Circulation Subelement Policy ~~4B.TC-1DB~~.

**APPLICATION No. 7
CITY OF AVENTURA COMPREHENSIVE PLAN INTERGOVERNMENTAL
COORDINATION ELEMENT AMENDMENTS**

**Note: Additions to existing Goals, Objectives and Policies are shown in underlined text.
Deletions are shown in strike-through text.**

1. Add Policy 1.26 and 1.27 to the Intergovernmental Coordination Element, as follows:

Policy 1.26

The City shall support and coordinate with local, county, regional, State and Federal initiatives on climate change, sustainability and resilient communities.

Policy 1.27

The City shall assess, jointly with local, county, regional, State and Federal initiatives, planning tools to implement climate change adaptation strategies, sustainability and resiliency.

**APPLICATION No. 8
CITY OF AVENTURA COMPREHENSIVE PLAN CONSERVATION AND COASTAL
MANAGEMENT ELEMENT AMENDMENTS**

**Note: Additions to existing Goals, Objectives and Policies are shown in underlined text.
Deletions are shown in strike-through text.**

1. Delete the reference to Rule 9J5, FAC, in the Coastal Management Goal, as follows:

To protect, conserve, or enhance the coastal resources; such that where appropriate, development activities that would damage or destroy the resources are restricted; human life in the coastal area is protected; and that public expenditures in areas subject to natural disaster are limited. ~~{9J-5.012(2)(a)}~~

2. Delete the reference to Rule 9J5, FAC, in Objective 1, as follows:

The City will continue to meet or exceed the minimum air quality standards established by the Department of Environmental Protection. ~~{9J-5.013(2)(b)1}~~

3. Delete the reference to Rule 9J5, FAC, in Objective 2, as follows:

As part of the internal consistency requirement of the Comprehensive Plan elements the conservation efforts to protect water sources and waters that flow into estuarine waters or oceanic waters will be coordinated with the Infrastructure Element, on site drainage standards will ensure that private properties retain at least the first inch of stormwater on site and permit no more run-off after development than before development. ~~{9J-5.013(2)(b)2}~~ and ~~{9J-5.012(3)(b)2}~~

4. Delete the reference to Rule 9J5, FAC, in Policy 2.1, as follows:

Through implementation of the land use plan and implementing land development regulations sufficient restrictions will be in place to direct, activities and land uses known to affect the quality and quantity of identified water sources adversely, away from these sources, including natural groundwater recharge areas, wellhead protection areas and surface waters used as a source of public water supply. Implementation of the Stormwater Utility Program will ensure that the storm sewer system standards will be maintained as delineated in the Infrastructure Element. ~~{9J-5.013(2)(e)1 and 6}~~ and ~~{9J-5.012(3)(e)1 and 2}~~

5. Delete the reference to Rule 9J5, FAC, in Policy 2.2, as follows:

Aventura will adhere to and promote emergency water conservation efforts in accordance with the South Florida Water Management District's plan. ~~{9J-5.013(2)(e)4}~~

6. Delete the reference to Rule 9J5, FAC, in Objective 3, as follows:

Through implementation of the land use plan and subsequent land development regulations the remaining native vegetative communities and appropriate minerals and soils conditions will be conserved and implementation mechanisms will be developed. ~~[9J-5.013(2)(b)3]~~

7. Delete the reference to Rule 9J5, FAC, in Policy 3.1, as follows:

Currently, there are no areas within the City limits that are suitable for mineral extraction, and due to the level of existing and expected development it is not expected that there will be any, however, it is recognized that conservation, protection and appropriate use of natural resources is necessary. ~~[9J-5.013(2)(e)2]~~

8. Delete the reference to Rule 9J5, FAC, in Policy 3.2, as follows:

Through implementation of the land use plan and implementing land development regulations any remaining native vegetative communities, including environmentally sensitive lands, will be protected from development activities. ~~[9J-5.013(2)(e)3]~~ and ~~[9J-5.013(2)(e)9]~~

9. Add a new Policy 3.7 to Objective 3, as follows:

The degradation or destruction of wetlands shown on Map 1-9 of the Future Land Use Element shall be limited to activities that are in accordance with federal, State, County and local regulations.

10. Delete the reference to Rule 9J5, FAC, in Objective 4, as follows:

Through its intergovernmental coordination mechanisms Aventura will work to conserve, protect and appropriately use marine habitat, wildlife habitat, wildlife and fisheries consistent with the South Florida Regional Planning Council Policy Plan, and any applicable state or federal regulation, the City will adopt conservation procedures as part of its land development regulations. ~~[9J-5.013(2)(b)4]~~

12. Delete the reference to Rule 9J5, FAC, in Policy 4.1, as follows:

Those known development activities that adversely affect the survival of endangered and threatened wildlife will be restricted in a manner consistent with applicable state and federal regulations. ~~[9J-5.013(2)(e)5]~~

13. Delete the reference to Rule 9J5, FAC, in Policy 4.2, as follows:

By the adoption of the City's conservation ordinance natural functions of existing soils, fisheries, wildlife habitats, rivers, bays, lakes, harbors, marine habitats, including wetlands and estuarine marshes will be protected. ~~[9J-5.013(2)(e)6]~~

14. Delete the reference to Rule 9J5, FAC, in Policy 4.3, as follows:

As part of the internal consistency requirement of the Comprehensive Plan elements areas identified in the Parks and Recreation Element as existing natural reservations will be protected. ~~[9J-5.013(2)(e)7]~~

15. Delete the reference to Rule 9J5, FAC, in Policy 4.4, as follows:

Based on the determinations made by the City's conservation regulations environmentally sensitive lands will be designated. ~~[9J-5.013(2)(e)9]~~

16. Delete the reference to Rule 9J5, FAC, in Policy 4.5, as follows:

In an effort to protect natural resources, hazardous wastes will be handled in a manner consistent with applicable state and federal regulations. ~~[9J-5.013(2)(e)10]~~

17. Delete the reference to Rule 9J5, FAC, in Policy 4.6, as follows:

In an effort to further the goals and objectives of the Conservation Sub-element, and consistent with the policies established by the Intergovernmental Coordination Element the City of Aventura will cooperate with adjacent local governments in the common effort to protect natural resources and the environment. ~~[9J-5.013(2)(e)8]~~

18. Delete the reference to Rule 9J5, FAC, in Objective 5, as follows:

Realizing that there is limited remaining coastal wildlife habitat in Aventura, such remaining areas shall be protected from development and when practical enhanced by development. ~~[9J-5.012(3)(b)1]~~

19. Delete the reference to Rule 9J5, FAC, in Objective 6, as follows:

Preserve the existing and planned sites for water-dependent uses; assure that any related marina construction or expansion meets appropriate location standards. ~~[9J-5.012(3)(b)3]~~

20. Delete the reference to Rule 9J5, FAC, in Policy 6.1, as follows:

Any new marina, marina expansion or similar water-dependent use shall meet the following criteria: ~~[9J-5.012(3)(e)9]~~

21. Delete the reference to Rule 9J5, FAC, in Objective 8, as follows:

Limit City funds for infrastructure within the city limits that would have the effect of directly subsidizing development which is significantly more intensive than authorized by this Plan. ~~[9J-5.012(3)(b)5 and 6]~~

22. Delete the reference to Rule 9J5, FAC, in Policy 8.1, as follows:

The City shall limit its funding of public infrastructure expansion if such funding and such expansion would have the effect of directly subsidizing a specific private development that is significantly more intensive than authorized by this Plan. [9J-5.012(3)(e)7]

23. Delete the reference to Rule 9J5, FAC, in Objective 9, as follows:

Maintain or reduce the current estimated hurricane evacuation clearance time of less than 12 hours. [9J-5.012(3)(b)7]

24. Delete the reference to Rule 9J5, FAC, in Policy 9.1, as follows:

The City shall maintain and implement the strategy in the event of a hurricane of the established "pick up points" to facilitate the evacuation. [9J-5.012(3)(e)4]

25. Delete the reference to Rule 9J5, FAC, in Policy 9.2, as follows:

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. [9J-5.012(3)(e)4]

26. Update reference in Policy 10.6, Habitable Structures, as follows:

Policy 10.6

The City shall utilize the following criteria to distinguish between immediate repair and clean up actions and long-term redevelopment subsequent to a natural disaster.

...

Habitable Structures:

Immediate repair shall include removal of debris and vegetation; stabilization or removal of structures about to collapse and minimal repairs to make dwellings and other structures habitable, such as minor roofing repair and other weatherproofing/security measures. In these instances, building permits shall not be necessary prior to performing the work but retroactive permits shall be required in accordance with the provisions set forth in ~~Ordinance No. 92-99 of Miami Dade County, Florida (Exhibit 1)~~ the Florida Building Code.

27. Revise Policy 10.12 to delete Chapter reference, as follows:

Notwithstanding the preceding policies, no regulation, permitting procedure or post disaster redevelopment planning shall be approved or applied to property, as the case may be, so as to constitute a taking or inordinately burden an existing use of real property or a vested right to a specific use of real property within the meaning of the Bert J. Harris, Jr. Private Property Rights Protection Act, ~~Chapter 95-181, Laws of Florida, codified as~~ Section 70.001, Florida Statutes.

28. Delete reference to Rule 9J5, FAC, in Policy 10.14, as follows:

The City shall implement its local mitigation strategy in accordance with the guidelines provided in the *Local Mitigation Strategy: A Guidebook for Florida Cities and Counties* in order to fulfill the State requirements of Rule 9J-5.012, F.A.C. relating to post-disaster planning, repair, and reconstruction.

29. Add a new policy 12.9 to the Conservation & Coastal Management Element to define the Coastal High Hazard Area as follows:

The Coastal High Hazard Area, which affects those lands shown on Panels 291 and 310 (“Panels”) of the South Florida Storm Tide Atlas in Volume 7-11, Book 2, Miami-Dade County, of the Florida Statewide Regional Evacuation Study Program prepared by the South Florida Regional Planning Council dated December 15, 2010, is defined as the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. The Panels are adopted as the best available data for mapping the Coastal High Hazard Area (CHHA) in the City of Aventura. Application of mitigation and the application of development and redevelopment policies in the Coastal High Hazard Area (CHHA), pursuant to s. 380.27(2) of the Florida Statutes, and any rules adopted thereunder, shall be at the discretion of the City.

30. Delete reference to Rule 9J5, FAC, in the Conservation Goal, as follows:

To achieve a balanced environmental system that conserves, encourages the thoughtful use, and protection of resources, and natural environmental systems while considering the existing built environment. ~~{9J-5.013(2)(a)}~~

31. Revise date in Objective 5 of the Conservation Element to be consistent with the Comprehensive Plans and Water Supply Plans for Miami-Dade County and North Miami Beach, and with the South Florida Water Management District Lower East Coast Water Supply Plan, as follows:

OBJECTIVE 5

Reduce per capita water consumption rates by at least 10% through 2015 consistent with the water conservation programs developed and implemented by its water suppliers, Miami-Dade County and North Miami Beach and by the South Florida Water Management District, Lower East Coast Water Supply Plan, to ensure that a sufficient, economical supply of fresh water is available to meet current and future demand for potable water without degrading the environment.

Measure: Per capita water consumption; percent water unaccounted for; peak day to average day water demand ratio; amount of water and wastewater that is reused or reclaimed on an annual basis, as published annually by Miami-Dade County Water and Sewer Department.

**APPLICATION No. 9
CITY OF AVENTURA COMPREHENSIVE PLAN EDUCATION ELEMENT**

**Note: Additions to existing Goals, Objectives and Policies are shown in underlined text.
Deletions are shown in strike-through text.**

1. Amend the Education Element Map Series Introductory Text, as follows:

Consistent with Section 163.3177(12)(g), Florida Statutes, maps showing existing and future conditions are included in the element. A map series - Figures 1B and 2B - has been included which indicates the location of existing and proposed public schools and ancillary facilities over the 5-year planning period. This map series was prepared by Miami-Dade County and is included, along with maps for existing and proposed public schools in four areas of the County that are generally equivalent to the proposed Educational Impact Fee Benefit District, in the County's Educational Element. The map has been revised by the City of Aventura to show the location of the Aventura City of Excellence School (ACES). The entire map series prepared by Miami Dade County as part of its support data, inventory and analysis ~~dated July 3, 1997 for the~~ October, 2013 CDMP amendments are hereby adopted by reference.

Map locations of future public school facilities are general and do not prescribe a land use on a particular parcel of land.

2. Update the Adopted Education Element Map Series, as follows:

FIGURE 1B AND 2B: EDUCATION ELEMENT MAP SERIES

~~Figure 1B - Existing Educational and Ancillary Facilities
Located in the Northeast Area - 2007
Revised to show Aventura City of Excellence School~~

~~Figure 2B - Proposed Education and Ancillary Facilities
Located in the Northeast Area - 2012/13~~

Figure 1B - Proposed, Existing and Ancillary Education Facilities
Located in the Northeast Area - 2011-2016
(Revised by the City of Aventura to show the
Location of the Aventura City of Excellence School)

FIGURE 1 B
PROPOSED, EXISTING AND ANCILLARY EDUCATION FACILITIES
LOCATED IN THE NORTHEAST AREA
2011-2016

Proposed, Existing, and Ancillary Educational Facilities Located in the Northeast Area - 2011-2016

