

**City Commission**

Enid Weisman, Mayor

Enbar Cohen  
Teri Holzberg  
Denise Landman  
Marc Narotsky  
Robert Shelley  
Howard Weinberg



**City Manager**

Eric M. Soroka, ICMA-CM

**City Clerk**

Ellisa L. Horvath, MMC

**City Attorney**

Weiss Serota Helfman  
Cole & Bierman

**CITY COMMISSION MEETING  
AGENDA**

**APRIL 7, 2015 – 6:00 PM**

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

1. **CALL TO ORDER\ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **AGENDA:** Request for Deletions/Emergency Additions
4. **SPECIAL PRESENTATIONS:**
  - Employee Service Award
  - “State of the City” – Mayor Weisman
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:**
    - March 3, 2015 Commission Regular Meeting
    - March 6, 2015 Commission Workshop Meeting
    - March 18, 2015 Commission Workshop Meeting
  - B. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA DECLARING CERTAIN PROPERTY LISTED UNDER THE ASSETS OF THE CITY AS SURPLUS TO THE NEEDS OF THE CITY; DESCRIBING THE MANNER OF DISPOSAL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

- C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED AUDIT ENGAGEMENT AGREEMENT BETWEEN THE CITY OF AVENTURA AND ALBERNI CABALLERO & FIERMAN, LLP; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
- D. MOTION TO APPROVE ANNUAL APPROPRIATION OF SCHOLARSHIP AWARD TO KROP HIGH SCHOOL STUDENTS.
- E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO REQUEST THE FLORIDA DEPARTMENT OF TRANSPORTATION TO LEASE TO THE CITY OF AVENTURA LAND REFERRED TO IN EXHIBIT "A" SITUATED NEAR EAST DIXIE HIGHWAY AND NE 206<sup>TH</sup> STREET FOR PUBLIC PURPOSE TO BE UTILIZED BY THE AVENTURA POLICE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.
- F. A RESOLUTION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING THE TOWN OF SURFSIDE'S RESOLUTION URGING THE STATE OF FLORIDA LEGISLATURE AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP") TO ESTABLISH CHEMICAL TESTING STANDARDS PRIOR TO ISSUING A COASTAL CONSTRUCTION CONTROL LINE ("CCCL") PERMIT WHICH AUTHORIZES THE TRANSFER AND PLACEMENT OF EVACUATED SAND SEAWARD OF THE COASTAL CONSTRUCTION CONTROL LINE ONTO A PUBLIC BEACH; PROVIDING DIRECTION TO THE CITY CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.
- G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 15-03-18-2, NE 29 PL NORTH DRAINAGE AND ROAD RESURFACING IMPROVEMENTS TO WILLIAMS PAVING COMPANY, INC. AT THE BID PRICE OF \$528,491.62; 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, SELECTING THE FIRM OF TIDAL BASIN GOVERNMENT CONSULTING, LLC TO PERFORM PROFESSIONAL DISASTER DEBRIS MONITORING SERVICES RELATIVE TO RFP NO. 15-03-11-2, DISASTER DEBRIS MONITORING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS AND FEES FOR SAID SERVICES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING 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 GRANTING CONDITIONAL USE APPROVAL TO PERMIT THE SALE AND SERVICE OF BEER, WINE AND CHAMPAGNE AT THE BELUGA CAVIAR BAR AT KIOSK K-2000 IN THE AVENTURA MALL AT 19501 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**
- B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING SIGN VARIANCE FOR BEALLBERRY LLC, ON PROPERTY LOCATED AT 21211 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING AN EFFECTIVE DATE.**
- C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL TO PERMIT THE SALE OF BEER AND WINE IN A GROCERY SECTION OF THE BED BATH & BEYOND STORE LOCATED AT 19205 BISCAYNE BOULEVARD, CITY OF AVENTURA, NOTWITHSTANDING THE SPACING AND DISTANCE REQUIREMENTS FOR THE SALE AND SERVICE OF ALCOHOLIC BEVERAGES REGULATED BY SECTION 4-2(a) AND SECTION 4-2(b) OF THE CITY CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**7. ORDINANCES - FIRST READING/PUBLIC INPUT:**

**CITY COMMISSION, IN ITS CAPACITY AS THE AVENTURA CITY OF EXCELLENCE SCHOOL BOARD OF DIRECTORS:**

**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.**

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2014-10 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2014/2015 FISCAL YEAR BY REVISING THE 2014/2015 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.**

**9. RESOLUTIONS – PUBLIC HEARING: None**

**10. REPORTS**

**11. PUBLIC COMMENTS**

**12. OTHER BUSINESS: None**

**13. ADJOURNMENT**

**FUTURE MEETINGS\***

**COMMISSION MEETING – APRIL 16, 2015 AT 9 AM  
EXECUTIVE CONFERENCE ROOM (5<sup>TH</sup> FLOOR)**

**COMMISSION WORKSHOP – APRIL 16, 2015 FOLLOWING 9 AM MEETING  
EXECUTIVE CONFERENCE ROOM (5<sup>TH</sup> FLOOR)**

**COMMISSION MEETING – MAY 5, 2015 AT 6 PM  
COMMISSION CHAMBER**

**COMMISSION WORKSHOP – MAY 21, 2015 AT 9 AM  
EXECUTIVE CONFERENCE ROOM (5<sup>TH</sup> FLOOR)**

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

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



**CITY COMMISSION  
REGULAR MEETING MINUTES  
MARCH 3, 2015 – 6:00 P.M.**

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

1. **CALL TO ORDER/ROLL CALL:** The meeting was called to order by Mayor Enid Weisman at 6:00 p.m. Present were the following: Mayor Enid Weisman, Vice Mayor Teri Holzberg, Commissioner Enbar Cohen, Commissioner Denise Landman, Commissioner Marc Narotsky, Commissioner Robert Shelley, Commissioner Howard Weinberg, City Manager Eric M. Soroka, City Clerk Ellisa L. Horvath, and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.
2. **PLEDGE OF ALLEGIANCE:** The Pledge was led by Sonia Harrison, Police Department.
3. **AGENDA: REQUESTS FOR DELETIONS/EMERGENCY ADDITIONS:** None.
4. **SPECIAL PRESENTATIONS:**
  - **Proclamation – Chief Brian G. Anderson:** Mayor Weisman presented Chief Anderson with a proclamation, recognizing his retirement from the Fire Department.
  - **Employee Service Awards:** Mr. Soroka presented Police Department Employee Sonia Harrison with an award, recognizing her fifteen years of service.
  - **Report on Northeast Library Branch in Aventura:** Representatives from the Miami-Dade Public Library System provided a presentation on the new library branch in Aventura, anticipated to open in April/May.
5. **CONSENT AGENDA:** There were no requests from the public to address the Commission.

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

- A. Minutes were approved as follows:
  - February 3, 2015 Commission Regular Meeting
  - February 20, 2015 Commission Workshop Meeting
- B. **Resolution No. 2015-14** was adopted as follows:

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

**C. Resolution No. 2015-15** was adopted as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 15-01-26-2, CITY OF AVENTURA MAINTENANCE AND REPAIR FOR CITY ROADS, STREETS AND FACILITIES TO D. CORP. CONSTRUCTION, INC., ENVIRO WASTE SERVICES GROUP, INC., SOLO CONSTRUCTION & ENGINEERING, INC., AND WEEKELY ASPHALT PAVING, INC. AT THE INDIVIDUAL BID PRICES AS CONTAINED IN EXHIBIT “A” ATTACHED; 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.**

**D. Resolution No. 2015-16** was adopted as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 15-02-02-2, SOFFER TRAIL PAVEMENT RESTORATION, TO FLORIDA BLACKTOP, INC. AT THE BID PRICE OF \$85,408.68; AUTHORIZING THE CITY MANAGER TO EXECUTE ASSOCIATED CONTRACTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR THE APPROPRIATION AND ALLOCATION OF FUNDS FOR SAID BID AWARD; AND PROVIDING FOR AN EFFECTIVE DATE.**

**E. Resolution No. 2015-17** was adopted as follows:

**A RESOLUTION OF THE CITY OF AVENTURA, FLORIDA, ENCOURAGING THE MIAMI-DADE BOARD OF COUNTY COMMISSIONERS TO ADOPT A PLAN OF ACTION TO ADDRESS SEA LEVEL RISE; DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE MAYOR AND COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, THE MIAMI-DADE COUNTY LEAGUE OF CITIES, INC. AND MUNICIPALITIES IN MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**F. Motion** was approved as follows:

**MOTION TO ACCEPT FOR FILING OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014 AND THE LETTER DATED FEBRUARY 19, 2015 ATTACHED HERETO AS ATTACHMENT “A”.**

**G. Motion** was approved as follows:

**MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$322,700 FOR RIFLES, BALLISTIC HELMETS, SWAT TRANSPORT VEHICLE, RADIO HEADSETS, SMART BOARD TVS AND EQUIPMENT FROM THE FEDERAL POLICE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER’S MEMORANDUM.**

**H. Resolution No. 2015-18** was adopted as follows:

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

**I. Resolution No. 2015-19** was adopted as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, ESTABLISHING A RANKING OF FIRMS TO PERFORM AUDITING SERVICES; AUTHORIZING THE CITY MANAGER OF THE CITY OF AVENTURA, FLORIDA ON BEHALF OF SAID CITY TO NEGOTIATE FOR SAID SERVICES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**6. ZONING HEARINGS: QUASI-JUDICIAL PUBLIC HEARINGS:** Mr. Wolpin reviewed the quasi-judicial procedures and read the following resolution by title:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING APPROVAL OF A VARIANCE FROM SECTION 31-144(e)(4)c.2. OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ALLOW A FLOOR AREA RATIO OF 1.41, WHERE A FLOOR AREA RATIO OF 1.39 IS PERMITTED BY CODE, FOR THE 'ONE AVENTURA EXECUTIVE CENTER' CONDOMINIUM OFFICE BUILDING AT 20900 NE 30 AVENUE, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.**

Mrs. Horvath administered the oath to all those wishing to offer testimony.

A motion for approval was offered by Vice Mayor Holzberg and seconded by Commissioner Cohen.

Community Development Director Joanne Carr addressed the Commission and entered the staff report into the record, which recommended approval, subject to the conditions specified in Section 1 of the resolution.

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

The motion for approval passed unanimously by roll call vote and **Resolution No. 2015-20** was adopted.

7. **ORDINANCES - FIRST READING – PUBLIC INPUT:** Mr. Wolpin read the following ordinance by title:

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2014-10 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2014/2015 FISCAL YEAR BY REVISING THE 2014/2015 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval was offered by Commissioner Shelley and seconded by Commissioner Narotsky. Mr. Soroka explained the Ordinance.

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

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

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

9. **RESOLUTIONS - PUBLIC HEARING:** None.

10. **REPORTS:** None.

11. **PUBLIC COMMENTS:** The following members of the public provided comments: Jonathan Rogoff (19101 Mystic Pointe Drive #505, Aventura) – Director of Marketing for Aventura-Sunny Isles Beach Chamber of Commerce.

12. **OTHER BUSINESS:** None.

13. **ADJOURNMENT:** There being no further business to come before the Commission at this time, a motion to adjourn was offered by Vice Mayor Holzberg, seconded by Commissioner Landman, and passed unanimously. The meeting was adjourned at 6:56 p.m.

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Ellisa L. Horvath, MMC, City Clerk

Approved by the Commission on April 7, 2015.



**CITY COMMISSION  
WORKSHOP MEETING MINUTES  
MARCH 6, 2015 – 2:30 P.M.**

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

**CALL TO ORDER/ROLL CALL:** The meeting was called to order by Mayor Enid Weisman at 2:49 p.m. The following were present: Mayor Enid Weisman, Vice Mayor Teri Holzberg, Commissioner Enbar Cohen, Commissioner Denise Landman, Commissioner Marc Narotsky, Commissioner Robert Shelley, Commissioner Howard Weinberg, City Manager Eric M. Soroka, City Clerk Ellisa L. Horvath, and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

**1. LEGISLATIVE UPDATE – RON BOOK, CITY LOBBYIST:** Mr. Book provided an overview on the current legislative session and reported on the following items:

- \$3 billion deficit in the State budget due to Medicaid expansion opposition
- Red light camera debate
- End of the week reports
- The City's goal/priority list
- The Legislature meeting in January and February next year as an experiment
- Dade Days in Tallahassee
- Votes unchanged in pension reform in the Senate
- Potential impact of the Bill on Aventura, regarding gambling
- House Bill 583 (Single Sex Public Utilities) and Senate Bill 616 (Educational Accountability)

Mr. Book will add updates on House Bill 817 (Transportation Network Companies), to the reports provided to the Commission.

**2. ADJOURNMENT:** There being no further business to come before the Commission at this time, a motion to adjourn was offered by Commissioner Narotsky, seconded by Commissioner Landman, and passed unanimously. The meeting was adjourned at 4:09 p.m.

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Ellisa L. Horvath, MMC, City Clerk

Approved by the Commission on April 7, 2015.



**CITY COMMISSION  
WORKSHOP MEETING MINUTES  
MARCH 18, 2015 – 8:00 A.M.**

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

**CALL TO ORDER/ROLL CALL:** The meeting was called to order by Mayor Enid Weisman at 8:00 a.m. The following were present: Mayor Enid Weisman, Vice Mayor Teri Holzberg, Commissioner Enbar Cohen, Commissioner Denise Landman, Commissioner Marc Narotsky, Commissioner Robert Shelley, Commissioner Howard Weinberg, City Manager Eric M. Soroka, City Clerk Ellisa L. Horvath, and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

Mayor Weisman left the meeting at this time.

**1. AVENTURA HOSPITAL AND MEDICAL CENTER TRAUMA CENTER LETTER OF SUPPORT (City Manager):** Mr. Soroka explained the request from Aventura Hospital and Medical Center for a letter from the Commission, supporting its application to become a trauma center.

**City Manager Summary:** It was the consensus of the City Commission to provide a joint letter from the Commission, supporting the Aventura Hospital and Medical Center's application.

Mayor Weisman returned to the meeting.

**2. AACC 5<sup>TH</sup> YEAR CELEBRATION GALA UPDATE (City Manager):** Mr. Soroka reported on plans for the Aventura Arts & Cultural Center's Gala as follows: scheduled for October 23, 2015, with Bernadette Peters under contract as the act, and a ticket cost of \$225 per person.

**City Manager Summary:** It was the consensus of the City Commission to move forward with the plans as presented.

**3. DEVELOPMENT PROJECT UPDATE (City Manager):** Mr. Soroka reviewed applications for the following projects: Lavidia (6 townhomes) and Port Aventura (18 stories – 204 units). It was noted that no variance applications had been submitted for either project.

**City Manager Summary:** No action.

**5. PROPOSED CITY ORDINANCE TO BAN THE USE OF ELECTRONIC CIGARETTES IN PUBLIC PLACES (Commissioner Weinberg):** Commissioner Weinberg reviewed a proposed ordinance, to ban the use of electronic cigarettes in public places, following the same rules as imposed on regular cigarettes.

**City Manager Summary:** It was the consensus of the City Commission to table the item, until further research was available or action was taken on the State and/or County level.

**6. PROPOSED RESOLUTION TO ESTABLISH TESTING STANDARDS PRIOR TO ISSUING COASTAL CONSTRUCTION CONTROL LINE PERMIT (Commissioner Weinberg):** Commissioner Weinberg suggested that a resolution be considered supporting the Resolution passed by the Town of Surfside (urging State law to require chemical testing of sand before placement on the beach).

**City Manager Summary:** It was the consensus of the City Commission to place a resolution on the April Commission Agenda, supporting the Town of Surfside's Resolution.

**4. FDOT UPDATE – HAROLD DESDUNES, P.E., DIRECTOR OF TRANSPORTATION DEVELOPMENT:** Mr. Desdunes provided an overview of the Aventura Improvement Projects (Florida Department of Transportation District Six).

At the request of Mayor Weisman, Mr. Desdunes will provide information on the amount of revenue that is spent on the Northeast corridor.

**City Manager Summary:** It was the consensus of the Commission for Commissioner Landman and Commissioner Narotsky (as the alternate), to represent the Commission at the FDOT meetings. Mr. Desdunes will provide a calendar of meetings for District 6.

**7. TELEVISION OF CITY COMMISSION MEETINGS AND USE OF CITY TELEVISION CHANNEL (Commissioner Weinberg):** Commissioner Weinberg suggested that the web site and television channel be enhanced, to allow for live viewing of the Commission meetings, as well as a means to display other City-related items.

Mr. Soroka reported that the meeting video archives would be provided online in October, as part of the next budget.

**City Manager Summary:** It was the consensus of the City Commission for the City Manager to develop a partnership with Krop High School, for filming major City events. An item to discuss the City's media needs will be provided on the April Workshop Meeting Agenda.

**8. ADJOURNMENT:** There being no further business to come before the Commission, the meeting was adjourned by consensus at 9:30 a.m.

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Ellisa L. Horvath, MMC, City Clerk

**CITY OF AVENTURA**  
**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

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

DATE: March 31, 2015

SUBJECT: **Resolution Declaring Equipment Surplus**



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**April 7, 2015 Commission Meeting Agenda Item 5B**

**RECOMMENDATION**

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

**BACKGROUND**

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

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

EMS/act

Attachment

RESOLUTION NO. 2015-\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

|                              |       |
|------------------------------|-------|
| Commissioner Enbar Cohen     | _____ |
| Commissioner Denise Landman  | _____ |
| Commissioner Marc Narotsky   | _____ |
| Commissioner Robert Shelley  | _____ |
| Commissioner Howard Weinberg | _____ |
| Vice Mayor Teri Holzberg     | _____ |
| Mayor Enid Weisman           | _____ |

**PASSED AND ADOPTED** this 7<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
ENID WEISMAN, MAYOR

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF AVENTURA**

**INFORMATION TECHNOLOGY DEPARTMENT**

**MEMORANDUM**

TO: Eric M. Soroka, City Manager  
FROM: Karen J. Lanke, Information Technology Director  
DATE: March 30, 2015  
SUBJECT: Surplus Computer Equipment

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

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

Attachment

**City of Aventura  
Computer Equipment Inventory**

**Exhibit A**

| <b>Brand</b>       | <b>Model</b>                          | <b>Qty</b> | <b>Serial Number</b>     | <b>Type</b>         |
|--------------------|---------------------------------------|------------|--------------------------|---------------------|
| APC                | Back-Ups Pro 700                      | 1          | 3B1129X28733             | UPS                 |
| APC                | Back-Ups Pro 700                      | 1          | 3B0950X36480             | UPS                 |
| APC                | Back-Ups RS800                        | 1          | 5B0746U32413             | UPS                 |
| APC                | Back-Ups RS800                        | 1          | 5B0845T47115             | UPS                 |
| APC                | Back-Ups RS800                        | 1          | 3B0928X28454             | UPS                 |
| APC                | Back-Ups RS800                        | 1          | 5B0750U09715             | UPS                 |
| APC                | Back-Ups RS800                        | 1          | 5B0850T21686             | UPS                 |
| APC                | Back-Ups RS800                        | 1          | 3B0928X28460             | UPS                 |
| APC                | Back-Ups RS800                        | 1          | 3B0928X30076             | UPS                 |
| APC                | Battery                               | 1          | N/A                      | Battery             |
| APC                | Battery                               | 1          | N/A                      | Battery             |
| APC                | NetShelter SX 42U Rack with Fan & PDU | 1          | N/A                      | Server Cabinet      |
| Brother            | HL-2040                               | 1          | G7J234944                | Printer             |
| Dell               | 1504FP                                | 1          | MX-03X966-47605-39Q-CZN8 | Monitor             |
| Dell               | 1704FPt                               | 1          | CN-0Y4299-71618-563-CGNM | Monitor             |
| Dell               | 1704FPt                               | 1          | CN-0PM372-72872-73F-0LAL | Monitor             |
| Dell               | 1707FPt                               | 1          | CN-0CC280-71618-682-BT6N | Monitor             |
| Dell               | Latitude E6410                        | 1          | 61Q4SM1                  | Laptop              |
| Dell               | Latitude E6410                        | 1          | 9ZP4SM1                  | Laptop              |
| Dell               | Latitude E6410                        | 1          | 5TP4SM1                  | Laptop              |
| Dell               | Optiplex 745                          | 1          | GTQK2D1                  | Desktop             |
| Dell               | Optiplex 755                          | 1          | FYDRXF1                  | Desktop             |
| Dell               | Optiplex 780                          | 1          | 3S1KKN1                  | Desktop             |
| Dell               | P2011Ht                               | 1          | CN-0YR64P-74445-17U-G4FS | Monitor             |
| Dell               | W3202MH                               | 1          | CN-0WD864-12963-69L-09JW | TV                  |
| Dell               | W3202MH                               | 1          | CN-0WD864-12963-69L-09JX | TV                  |
| HP                 | LaserJet P4014n                       | 1          | CNDX195335               | Printer             |
| HP                 | OfficeJet 6000                        | 1          | CN07M1F0YJ               | Printer             |
| HP                 | OfficeJet 7500A Wide Format           | 1          | MY0C31118B               | Printer             |
| HP                 | OfficeJet J6480                       | 1          | MY88SB90YF               | Printer             |
| HP                 | Photosmart 7550                       | 1          | CN2AV42002               | Printer             |
| IBM                | IBMR10000RTH                          | 1          | IS0905002481             | UPS                 |
| IBM                | SUFSUR25                              | 1          | NS0631025363             | UPS                 |
| Keytrak            | Desktop                               | 1          | KTBXP06319               | Desktop             |
| Oki                | Microline 420                         | 1          | AE8C017302C0             | Printer             |
| Powerware          | PW5115 1000 USB                       | 1          | UY325A0737               | UPS                 |
| Scientific Atlanta | Prisma 6473                           | 1          | AABPKOW                  | Optical Transmitter |
| Zebra              | RW420                                 | 1          | XXRC09-30-0042           | Printer             |
| Zebra              | RW420                                 | 1          | AZRC08-15-5052           | Printer             |
| Zebra              | RW420                                 | 1          | XXRCJ122200104           | Printer             |
| Zebra              | RW420                                 | 1          | XXRCJ104400278           | Printer             |

**CITY OF AVENTURA**  
**FINANCE DEPARTMENT**

**MEMORANDUM**

TO: City Commission

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

BY:  Brian K. Raducci, Finance Director

DATE: March 16, 2015

SUBJECT: **Audit Engagement Agreement**

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**April 7, 2015 Commission Meeting Agenda Item 5C**

**Recommendation**

It is recommended that the City Commission adopt the attached Resolution which authorizes the City Manager to execute the Audit Engagement Agreement specifying scope of services and fees for Alberni Caballero & Fierman, LLP (AC&F) to serve as the City's Independent Auditors for the fiscal years ended September 30, 2015 through September 30, 2019 for the City's Comprehensive Annual Financial Report (CAFR) and June 30, 2016 through June 30, 2020 for the Charter School.

**Background**

At the March 3, 2015 Commission meeting, the City Commission adopted Resolution No. 2015-19 which establishing a ranking of firms to perform the City's independent audit. That Resolution was the culmination of a process that included an advertisement of the associated RFP (in the Daily Business Review) and the posting of the solicitation package (on [www.demandstar.com](http://www.demandstar.com)) on January 9, 2015. An evaluation was made by an audit committee consisting of the City Manager, Finance Director and Controller, who interviewed four (4) firms and subsequently made final recommendation to the City Commission.

Resolution No. 2015-19 included the committee's ranking of Audit Firms in order of preference (*with 1 being the best*):

1. Alberni Caballero & Fierman, LLP
2. Grau & Associates
3. McGladrey LLP
4. GLSC & Company, PLLC

Page (2)  
Memo to City Commission  
Audit Engagement Agreement

The Resolution authorized staff to negotiate contract pricing with the top ranked firm and if unsuccessful with the next ranked firm. The attached Audit Engagement Agreement contains the scope of services and fees for the audit for each of the City's 2014/15 fiscal year and the 2015/16 Charter School year with the top ranked firm. The fees have been negotiated and are shown on pages 3-4 of the agreement as follows:

**Compensation for City's 2014/15 Annual Audit** **\$38,000.00**

These Fees include out-of-pocket expenses and the cost of drafting, typing and binding twenty (20) copies of the Comprehensive Annual Financial Report (CAFR).

*(the current fee for this service is \$45,800, resulting in a projected annual savings of \$7,800 or nearly \$39,000 over 5 years).*

**Compensation for Charter School 2010/11 Annual Audit** **\$11,000.00**

*(the current fee for this service is \$13,600, resulting in a projected annual savings of \$2,600, or nearly \$13,000 over 5 years).*

These Fees include out-of-pocket expenses and the cost of drafting, typing and binding twenty (20) copies of the Audited Financial Statements of the Charter School.

The Fee for subsequent contract years, ending 2016, 2017, 2018 and 2019 will be adjusted from the current contract Fee using the Consumer Price Index for "All Urban Consumers for Miami/Fort Lauderdale, Florida" as published by the U.S. Department of Labor Statistics or its successor agency for the twelve (12) months ending July of each year to be effective for the next engagement.

Should you have any questions, please feel free to contact the City Manager.

BKR/bkr

RESOLUTION NO. 2015-\_\_\_

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 AUDIT ENGAGEMENT AGREEMENT BETWEEN THE CITY OF AVENTURA AND ALBERNI CABALLERO & FIERMAN, LLP; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Aventura, pursuant to applicable state law, has solicited and reviewed proposals from firms to perform the City's independent audit; and

**WHEREAS**, Resolution No. 2015-19 established a ranking of firms to serve as said auditor and authorized negotiations with the top ranked firm; and

**WHEREAS**, City Staff has negotiated fees and scope of services with the top rated firm (Alberni Caballero & Fierman, LLP) and recommends approval of the Audit Engagement Agreement.

**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 Audit Engagement Agreement between the City of Aventura and Alberni Caballero & Fierman, LLP for auditing services.

**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 Denise Landman  | ___ |
| Commissioner Marc Narotsky   | ___ |
| Commissioner Robert Shelley  | ___ |
| Commissioner Howard Weinberg | ___ |
| Vice Mayor Teri Holzberg     | ___ |
| Mayor Enid Weisman           | ___ |

**PASSED AND ADOPTED** this 7<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
ENID WEISMAN, MAYOR

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

## AUDITOR AGREEMENT

**THIS IS AN AGREEMENT**, dated the \_\_\_ day of April, 2015, by and between:

**THE CITY OF AVENTURA**, a municipal corporation of the State of Florida, with a business address of 19200 W. Country Club Drive, Aventura, Florida 33180, hereinafter referred to as "CITY,"

and

Alberni Caballero & Fierman, LLP, authorized to do business in the State of Florida, with a business address of 4649 Ponce de Leon Boulevard, Suite 404 Coral Gables, FL 33146, hereinafter referred to as "AUDITORS."

### WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and AUDITORS agree as follows:

### ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 On January 11, 2015, the CITY advertised its request for proposal No. 15-02-09-2 (hereinafter, "RFP") which set forth the CITY's desire to hire a firm to provide:

Independent Audit Services for the City of Aventura  
RFP No. 15-02-09-2

- 1.2 On February 9, 2015, the responses to the RFP were opened at the offices of the City Manager.
- 1.3 On March 3, 2015, the CITY Commission selected and ranked four (4) firms from the list of proposers and authorized the CITY Administration to negotiate the terms of an agreement with the highest proposer.
- 1.4 On April 7, 2015, the CITY awarded the RFP to AUDITORS and authorized the proper City officials to enter into this Agreement with AUDITORS to render the professional services more particularly described herein below.

- 1.5 Negotiations pertaining to the services to be performed by the AUDITORS were undertaken and this Agreement incorporates the results of such negotiation.

## **ARTICLE 2** **SERVICES AND RESPONSIBILITIES**

- 2.1 AUDITORS hereby agree to perform the professional auditing services described in request for proposal No. 15-02-09-2 Section III labeled "NATURE OF SERVICES REQUIRED" attached hereto as **Exhibit "A."** In case of a conflict or a perceived conflict, between the terms and conditions set forth in **Exhibit "A"** and the AUDITORS Proposal for Annual Independent Audit Services, **Exhibit "A"** shall govern.
- 2.2 During the conduct of the audit, AUDITORS shall schedule regular meetings, with the CITY's Finance Director or designee at least weekly to discuss the progress of the work.
- 2.3 AUDITORS shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner.
- 2.4 AUDITORS hereby represent to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with AUDITORS, that AUDITORS have the professional expertise, experience and manpower to perform the services to be provided by AUDITORS pursuant to the terms of this Agreement.

## **ARTICLE 3** **TIME FOR PERFORMANCE**

AUDITORS shall perform the services identified in Article 2 and **Exhibit "A"** hereof and deliver to the CITY in final form the report of the independent auditor, management letter, the single audit report, and any other report as required for each fiscal year by no later than February 15<sup>th</sup> of each year for the City's Audit and no later than August 19<sup>th</sup> for the Charter School audit of each year during the term of this Agreement. Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by AUDITORS per this Agreement. Additional services requested by City Manager, or changes in scope, will be reviewed and any impact on the schedule determined and the schedule modified accordingly.

**ARTICLE 4**  
**DELAY IN PERFORMANCE**

4.1 Liquidated Damages for Delay

4.1.1 CITY shall be entitled to retain the sum of One Hundred and Fifty Dollars (\$150.00) for each day, or part thereof, that the work remains uncompleted beyond the timetable set forth in Article 3 hereof when such delay is caused by the failure of the AUDITOR to perform as agreed herein. It is recognized and agreed that damages in such events are difficult to ascertain, though great and irreparable, and that this agreement with respect to liquidated damages shall in no event disentitle CITY to injunctive relief and this sum is not construed as a penalty.

4.1.2 Anything to the contrary notwithstanding minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by AUDITORS for which liquidated damages are due. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of AUDITORS shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by AUDITORS for which liquidated damages are due.

**ARTICLE 5**  
**COMPENSATION AND METHOD OF PAYMENT**

5.1 CITY agrees to compensate AUDITORS for all services performed by AUDITORS pursuant to the provisions of this Agreement in AN AMOUNT NOT TO EXCEED Forty Nine Thousand Dollars and No Cents (\$49,000.00) (the "Fee"). This amount may not be exceeded without a written amendment to this Agreement. This Fee is broken down for each segment of the various required audits as follows:

**Compensation for City's Annual Audit** **\$38,000.00**

These Fees include out-of-pocket expenses and the cost of drafting, typing and binding twenty (20) copies of the Comprehensive Annual Financial Report (CAFR) and providing a "converted" (not scanned) signed electronic copy in PDF.

**Compensation for Charter School Annual Audit** **\$11,000.00**

These Fees include out-of-pocket expenses and the cost of drafting, typing and binding twenty (20) copies of the Audited Financial Statements of the Charter School and providing a "converted" (not scanned) signed electronic copy in PDF.

The Fee for subsequent contract years, ending 2016, 2017, 2018 and 2019 will be adjusted from the current contract Fee using the change in the Consumer Price Index for "All Urban Consumers for Miami/Fort Lauderdale, Florida" as published by the U.S.

Department of Labor Statistics or its successor agency for the twelve (12) months ending July of each year to be effective for the next engagement.

5.2 Method of Billing and Payment.

5.2.1 AUDITORS shall be entitled to invoice monthly based on the hours of work completed during the course of the engagement and out-of-pocket expenses incurred as accepted by CITY. Invoices shall be submitted in sufficient detail to demonstrate compliance with the terms of this Agreement.

5.2.2 CITY will make its best efforts to pay AUDITORS within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

5.2.3 Payment will be made to AUDITORS at:

Alberni Caballero & Fierman, LLP  
4649 Ponce de Leon Boulevard, Suite 404  
Coral Gables, FL 33146

**ARTICLE 6**  
**CHANGES IN SCOPE OF WORK**

CITY or AUDITORS may request changes that would increase decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work. In no event will the AUDITORS be compensated for any work which has not been described in a separate written agreement executed by the parties hereto. Provided, however, notwithstanding the foregoing if the addition of such additional services will not exceed the Fee set forth in 5.1 above and the AUDITORS agree to be compensated in accordance with the hourly rate set forth in Exhibit "B" the City Manager may authorize such additional work in writing.

**ARTICLE 7**  
**MISCELLANEOUS**

7.1 Ownership of Documents. Reports, surveys, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed.

7.1.1 AUDITORS further acknowledge that CITY may post its audited financial statements on CITY's website. Such statements may be posted by CITY without the prior authorization of AUDITORS. No additional fee or compensation will be paid to the AUDITORS by CITY for such posting.

7.1.2 The CITY will include its audited financial statements in any offering statement without the prior authorization of the AUDITORS. AUDITORS acknowledge that they will assist and provide their services to CITY, at no additional expense to CITY, in the event that CITY requests AUDITORS to review and provide comments on the unaudited material or information associated with any audited financial statement which is included in an offering statement related to any bond transaction of CITY.

7.2 Term and Termination.

7.2.1 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to AUDITORS in which event the AUDITORS shall be paid their compensation for services performed to termination date. In the event that the AUDITORS abandon this Agreement or cause it to be terminated, they shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys and reports prepared by AUDITORS shall become the property of CITY and shall be delivered by AUDITORS to CITY.

7.2.2 This Agreement shall take effect as of the date of award by the City Commission and shall end upon the AUDITORS completion of the work described herein, however, such date shall not be later than no later than February 15, 2017 for the City's Audit and no later than August 19, 2017 for the Charter School audit. Thereafter, this Agreement may be renewed for three (3) additional one (1) year periods subject to Agreement by both parties, and providing that all terms, conditions and specifications remain the same.

7.3 Records. AUDITORS shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which AUDITORS expect to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by CITY and advised such records must be kept for a longer period. AUDITORS shall further be required to respond to the reasonable inquiries of successor auditors and allow successor auditors to review AUDITORS' working papers related to matters of continuing accounting, reporting or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

#### 7.4 Indemnification.

- 7.4.1 The AUDITORS shall protect, defend, reimburse, indemnify and hold harmless the CITY and the CITY'S officers, agents and employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions or proceedings directly or indirectly arising out of or resulting from the mistakes or negligence, gross negligence, willful and wanton acts and the performance of this Agreement by the AUDITORS, or their respective officers, employees, agents, servants, partners or principals. The AUDITORS agree to investigate, respond, adjust and provide a defense for any such claims, demands, and actions at AUDITORS' sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, AUDITORS' indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the CITY, or by the CITY'S officers, agents and employees.
- 7.4.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the AUDITORS and that Florida law may require a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by AUDITORS. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

#### 7.5 Insurance.

- 7.5.1 The AUDITORS shall not commence work under this Agreement until they have obtained all insurance required under this paragraph and such insurance has been approved by the City Manager of the CITY nor shall the AUDITORS allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

7.5.2 Certificates of insurance, reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage's afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Financial Strength Rating and the Financial Size category must be "B+" and "VI" or higher, respectively according to the latest edition of "Best Key Rating Guide," published by A.M. Best Guide.

7.5.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the AUDITORS shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. The AUDITORS shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. AUDITORS shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.5.4 REQUIRED INSURANCE

7.5.4.1. PROFESSIONAL LIABILITY insurance. Limit of \$1,000,000 per occurrence  
The City does not require AUDITORS to name City as "additional insured"

7.5.4.2. WORKERS' COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the AUDITORS shall require the Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the AUDITORS. The AUDITORS and their subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

|                       |                                   |
|-----------------------|-----------------------------------|
| Workers' Compensation | Statutory                         |
| Employer's Liability  | \$100,000 – Each Accident         |
|                       | \$500,000 – Disease-policy limit  |
|                       | \$100,000 – Disease-each employee |

If AUDITORS claim to be exempt from this requirement, AUDITORS shall provide CITY proof of such exemption along with a written request for CITY to exempt AUDITORS, written on AUDITORS' letterhead.

7.5.4.3 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

7.6 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the AUDITORS are independent contractors under this Agreement and not the CITY's employees for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The AUDITORS shall retain sole and absolute discretion in the judgment of the manner and means of carrying out AUDITORS' activities and responsibilities hereunder. The AUDITORS agree that they are a separate and independent enterprise from the CITY, that they have full opportunity to find other business, that they have to make their own investment in their business, and that they will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the AUDITORS and the CITY and the CITY will not be liable for any obligation incurred by AUDITORS, including but not limited to unpaid minimum wages and/or overtime premiums.

7.7 Assignments; Amendments.

7.7.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by AUDITORS without the prior written consent of CITY. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

7.7.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.8 No Contingent Fees. AUDITORS warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for the AUDITORS to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for AUDITORS any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.9 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the places last specified,

and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the AUDITORS and the CITY designate the following as the respective places for giving of notice:

CITY: Eric M. Soroka, City Manager  
City of Aventura  
19200 W. Country Club Drive  
Aventura, FL 33180  
Telephone No. (305) 466-8910  
Facsimile No. (954) 466-8919

Copy To: Weiss Serota Helfman Cole Bierman & Popok, P.L.  
200 East Broward Blvd., Suite 1900  
Fort Lauderdale, FL 33301  
Telephone No. (954) 763-4242  
Facsimile No. (954) 764-7770

AUDITORS: Alberni Caballero & Fierman, LLP  
4649 Ponce de Leon Boulevard, Suite 404  
Coral Gables, FL 33146

- 7.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.11 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.
- 7.12 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 7.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 7.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida. The parties hereby voluntarily waive any right to trial by jury in any litigation between the parties which, in any way, arises out of or concerns this Agreement or the course of dealing between the parties.

7.15 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CITY and the AUDITORS and supersedes all prior negotiations, representations or agreements, either written or oral.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

CITY OF AVENTURA

BY: \_\_\_\_\_  
ERIC M. SOROKA, CITY MANAGER

ATTEST: \_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM.

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

WITNESSES:  
\_\_\_\_\_

AUDITORS  
BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
SECRETARY

STATE OF FLORIDA            )  
  )  
COUNTY OF BROWARD        )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, Certified Public Accountants, and acknowledged they executed the foregoing Agreement as the proper official of \_\_\_\_\_, for the use and purposes mentioned in it and that the instrument is the act and deed of \_\_\_\_\_.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

My \_\_\_\_\_ NOTARY PUBLIC  
Commission Expires:

# **Exhibit A**

(Referenced From)

## **INDEPENDENT AUDIT SERVICES FOR THE CITY OF AVENTURA**

### **RFP # 15-02-09-2**

#### **III. NATURE OF SERVICES REQUIRED**

##### **A. General**

The City of Aventura is soliciting the services of qualified firms of Independent Certified Public Accountants to audit the City's financial statements for the fiscal year ending September 30, 2015, and the financial statements of the Aventura City of Excellence Charter School for the fiscal year ending June 30, 2016, and any required Special Reports such as Grants or other compliance reporting, as well as auditing those financial statements and other Special Reports for the subsequent fiscal year. These audits are to be performed in accordance with the provisions contained in this Request for Proposal.

##### **B. Scope of Work to be Performed**

1. The City desires the independent auditor to express an opinion as to whether the financial statements of the City and the Aventura City of Excellence Charter School chartered by the City and Miami-Dade District School Board, are fairly presented, in all material respects, and with accounting principles generally accepted in the United States of America.
2. The City also desires the auditor to express an opinion on the fair presentation of its government-wide and fund financial statements and schedules in conformity with accounting principles generally accepted in the United States of America. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the government-wide and fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

3. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board in accordance with auditing standards generally accepted in the United States of America.
4. The auditor is required to audit the schedule of expenditures of federal awards and state financial assistance in accordance with the Federal and Florida Single Audit Act respectively.

The auditor is not required to audit the Aventura City of Excellence Charter School for the fiscal year ending June 30, 2015, as the School will be audited by Keefe McCullough & Co., LLP who will furnish their report to the City's principal Independent Auditor during the engagement.

### **C. Auditing Standards to be Followed**

To meet the requirements of this request for proposals, the audit shall be performed in accordance with:

1. Auditing Standards generally accepted in the United States of America;
2. The standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards* (2011 Revision);
3. The provisions of the Federal Single Audit Act of 1984 (as amended in 1996 and subsequently);
4. The Florida Single Audit Act;
5. The provisions of U.S. Office of Management and Budget (OMB) Circular A-133;
6. Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments (Revised) – AICPA.
7. Section 11.45, Florida Statutes;
8. State of Florida Department of Banking and Finance Regulations;
9. Rules adopted by the State of Florida Auditor General for form and content of governmental unit audits;
10. Any other applicable Federal, State and local laws or regulations;

Any updates of, or amendments to, these described auditing standards are to be incorporated in future audits performed by the selected auditor

performing auditing engagements for the City in future fiscal years.

#### **D. Reports to be Issued**

Following the completion of the audit of the City's financial statements for the fiscal year ending September 30<sup>th</sup>, and subsequently, following the completion of the audit of the Aventura City of Excellence Charter School's financial statements for the fiscal year ending June 30<sup>th</sup>, the auditor shall issue:

1. An Independent Auditor's Report on the fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, pursuant to an audit conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.
2. An Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
3. If applicable, an Independent Auditor's Report on Compliance for Each Major Federal Program and Major State Project; Report on Internal Control over Compliance and Report on the Schedule of Expenditures of Federal Awards and State Financial Assistance required by OMB Circular A-133, Section 215.97 Florida Statutes, and Chapter 10.550, Rules of the Auditor General.
4. An Independent Auditor's Report to City Management in Accordance with *Audits of States, Local Governments, and Non-Profit Organizations*; and Chapter 10.550, Rules of the Florida Auditor General.
5. In the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters, the auditor shall communicate any material weakness found during the audit. A *material weakness* is a deficiency, or combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

The reports on compliance and internal controls shall include all instances of noncompliance.

Irregularities and illegal acts. The auditors shall be required to make an immediate, written report to the Finance Director and City Manager of all irregularities and illegal acts or indications of illegal acts of which they become aware.

Reporting to the Finance Director and the City Manager. Auditors shall also disclose the following:

- a) The auditor's responsibility under auditing standards generally accepted in the United States of America, and assurances that the independent auditor is currently licensed, and that the members of the audit team have the minimum required Continuing Professional Education credits required for performing audits under Governmental Auditing Standards.
- b) Significant accounting policies.
- c) Management judgments and accounting estimates.
- d) Significant audit adjustments.
- e) Other information in documents containing audited financial statements.
- f) Disagreements with management.
- g) Management consultation with other accountants.
- h) Major issues discussed with management prior to retention.
- i) Difficulties encountered in performing the audit.

## **E. Special Considerations**

1. The City will submit its Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide any special assistance deemed necessary to the City in order to meet the requirements of that program.
2. The City currently anticipates that it will not issue any official statements in connection with the sale of debt securities. However, if the City determines it to be in their best interest to issue new debt or refinance existing debt the official statements may be required which will contain the general purpose financial statements and the auditor's report thereon.

The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a “consent and citation of expertise” as the auditor and any necessary “comfort letters.”

3. The City owns and operates one (1) charter school that is chartered by Miami-Dade Public Schools. This school is included as a Major Special Revenue Fund of the City, and operates on a fiscal year that begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup>. The City is required to undergo a separate audit of the Charter School’s financial statements.
4. The Schedule of Expenditures of Federal Awards and State Financial Assistance Projects and related auditor’s report, as well as the reports on compliance and internal controls are to be issued as part of the CAFR.
5. A list of findings and other weaknesses from the City’s most recent financial statement audit are attached to this document (**Appendix A**).

## **F. Working Paper Retention and Access to Working Papers**

All working papers and reports must be retained, at the auditor’s expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

City of Aventura  
Cognizant agency(s) pursuant to OMB Circular A-133  
U.S. General Accounting Office (GAO)  
Auditor General of the State of Florida

Parties designated by the federal or state governments or by the City as part of an audit quality review process.

Auditors of entities of which the City is a recipient or a sub-recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting, reporting or auditing significance.



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**ACF-CPA.COM**



March 11, 2015

Honorable Mayor, City Commission and City Manager  
City of Aventura, Florida  
19200 W. Country Club Drive  
Aventura, Florida 33180

We are pleased to confirm our understanding of the services we are to provide City of Aventura, Florida (The City) for the fiscal years ending September 30, 2015, and 2016 (with the City's option to renew for an additional three (3) one (1) year terms). We will audit the financial statements of the governmental activities, the business type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of The City as of and for the fiscal years ending September 30, 2015, and 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement The City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to The City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Schedule of Funding Progress – Other Post-Employment Benefits
- 4) Schedule of Changes in the City's Net Pension Liability and Related Ratios
- 5) Schedule of City Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies The City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and Individual non-major fund financial statements and schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of The City and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded.

You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of The City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

## **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to The City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Alberni Caballero & Fierman, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a regulating authority or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Alberni Caballero & Fierman, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulating authority. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Andrew S. Fierman, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$38,000 for the fiscal year ended September 30, 2015 (not including the Federal Single Audit, if required. See below). Refer to the separate contract for auditing services between the City and Alberni Caballero & Fierman, LLP for the fee increases relating to subsequent contract years. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If the City is required to undergo a single audit in accordance with the Federal Single Audit Act and OMB Circular A-133, *Audits of States, Local Governments, and Not-for-Profit Organizations*, the additional fee will be discussed with the City at that time. Also, a new engagement letter will be provided that meets the requirements of the Federal Single Audit Act and OMB Circular A-133. The additional fee that we ultimately agree to will be based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

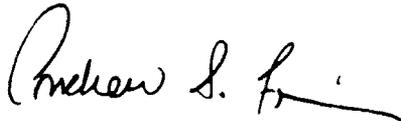
Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation upon written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the Florida Supreme Court. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties. The venue for any legal proceedings shall be Miami-Dade County, Florida, and this agreement shall be governed by the laws of the State of Florida.

Our audit is intended for the benefit of The City. The audit will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction. If you intend to publish or otherwise reproduce the financial statements together with our report (or otherwise make reference to our Firm) in a document that contains other information, you agree to provide us with a draft of the document to read and comment on before it is printed and distributed. Furthermore, you agree that the terms of this engagement do not encompass an undertaking by us (1) to consent, by means of separate letter or otherwise, to the inclusion of our auditor's report on the financial statements referred to above in a filing with a Federal or state regulatory agency or otherwise reissue our report for purposes of a securities offering or other financing transaction, or (2) to acknowledge reliance on our report by others.

We appreciate the opportunity to be of service to City of Aventura, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Andrew S. Fierman, CPA  
Partner  
Alberni Caballero & Fierman, LLP

RESPONSE:

This letter correctly sets forth the understanding of The City of Aventura.

Authorized signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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March 11, 2015

Honorable Mayor, City Commission and City Manager  
City of Aventura, Florida  
19200 W. Country Club Drive  
Aventura, Florida 33180

We are pleased to confirm our understanding of the services we are to provide to the City of Aventura, Florida (the City) for audit of the Aventura City of Excellence Charter School (the School) for the fiscal years ended June 30, 2016 and 2017.

We will audit the special purpose financial statements of the governmental activities and the major fund, which collectively comprise the basic financial statements of The School as of and for the fiscal years ended June 30, 2016 and 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement The School's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to The School's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of The School and other procedures we consider necessary to enable us to express such opinions.

If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the School is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others.

In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements.

However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of The School's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to The School; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Alberní, Caballero & Fierman, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a regulating authority or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Alberní, Caballero & Fierman, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties.

These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulating authority. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Andrew S. Fierman, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$11,000 for the fiscal year ended June 30, 2016 (not including the Federal Single Audit, if required. See below). The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. The fees for subsequent years will be based on increases as delineated in the separate agreement between The City and Alberni Caballero & Fierman, LLP.

If the School is required to undergo a single audit in accordance with the Federal Single Audit Act and OMB Circular A-133, *Audits of States, Local Governments, and Not-for-Profit Organizations*, we will discuss the fee at that time. Also, a new engagement letter will be provided that meets the requirements of the Federal Single Audit Act and OMB Circular A-133. The fee will be based the number of major programs to be tested and on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

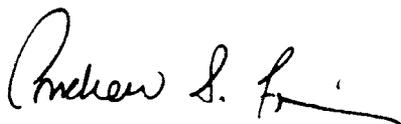
Parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation upon written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the Florida Supreme Court. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties. The venue for any legal proceedings shall be Miami-Dade County, Florida, and this agreement shall be governed by the laws of the State of Florida.

Our audit is intended for the benefit of The School. The audit will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

If you intend to publish or otherwise reproduce the financial statements together with our report (or otherwise make reference to our Firm) in a document that contains other information, you agree to provide us with a draft of the document to read and comment on before it is printed and distributed. Furthermore, you agree that the terms of this engagement do not encompass an undertaking by us (1) to consent, by means of separate letter or otherwise, to the inclusion of our auditor's report on the financial statements referred to above in a filing with a Federal or state regulatory agency or otherwise reissue our report for purposes of a securities offering or other financing transaction, or (2) to acknowledge reliance on our report by others.

We appreciate the opportunity to be of service to City of Aventura, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Andrew S. Fierman, CPA  
Partner  
Alberni, Caballero & Fierman, LLP

RESPONSE:

This letter correctly sets forth the understanding of The City of Aventura.

Authorized signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF AVENTURA**

**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

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

DATE: March 4, 2015

SUBJECT: **Motion to Approve Annual Appropriation for Scholarship Award to Krop High School Students**



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**April 7, 2015 Commission Meeting Agenda Item 5D**

**RECOMMENDATION**

It is recommended that the City Commission adopt a Motion to approve appropriation of funds in the amount of \$1,000 from the General Fund for the 2015 annual scholarship award to an eligible Krop Senior High School student in accordance with Resolution 2012-12.

**BACKGROUND**

Resolution No. 2012-12 adopted a policy to establish an annual college scholarship in the amount of \$1,000 for a student residing in Aventura graduating from Dr. Michael M. Krop High School. Section 2 of the Resolution requires the annual approval of the allocation of funds for the scholarship by the City Commission. Therefore, this item has been placed on the Agenda.

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

EMS/act

CCO1898-15

**RESOLUTION NO. 2012-12**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ADOPTING A POLICY TO ESTABLISH AN ANNUAL COLLEGE SCHOLARSHIP IN THE AMOUNT OF \$1,000 FOR A STUDENT RESIDING IN AVENTURA GRADUATING FROM DR. MICHAEL M. KROP HIGH SCHOOL; PROVIDING FOR THE ALLOCATION OF FUNDS AND THE SELECTION PROCESS; 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 hereby adopts a policy to establish an annual college scholarship in the amount of \$1,000 for a student residing in Aventura graduating from Dr. Michael M. Krop High School to assist in the funding of his/her college education.

**Section 2.** The scholarship amount of \$1,000 shall be allocated from the General Fund of the City and the Award Evaluation Committee established by Dr. Michael M. Krop High School shall select the student that is eligible for the scholarship. The annual award of the scholarship shall be subject to approval by the City Commission, as a Consent Agenda item, so as to document approval pursuant to Section 7.05 of the City Charter.

**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.

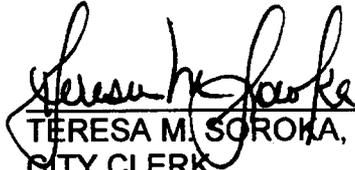
The foregoing Resolution was offered by Commissioner Auerbach, who moved its adoption. The motion was seconded by Commissioner Weinberg, and upon being put to a vote, the vote was as follows:

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

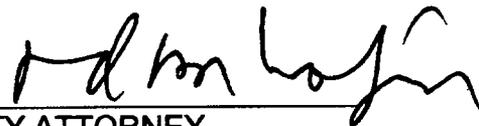
PASSED AND ADOPTED this 6<sup>th</sup> day of March, 2012.

  
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: March 16, 2015

SUBJECT: **Request to Lease Right-of-Way Land from FDOT Located Near East Dixie Highway and N.E. 206<sup>th</sup> Street for Police Purposes**

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**April 7, 2015 Commission Meeting Agenda Item 5E**

**RECOMMENDATION**

It is recommended that the City Commission adopt the attached Resolution authorizing the City to request FDOT to lease right-of-way land located near East Dixie Highway and N.E. 206<sup>th</sup> Street as contained in Exhibit "A" for public purposes to be utilized by the Aventura Police Department.

**BACKGROUND**

At the November 12, 2014 Meeting, the City Commission approved the use of Police Forfeiture Funds for equipment to establish a K-9 training area on the FDOT right-of-way near East Dixie Highway and Biscayne Boulevard (see attached memorandum dated October 22, 2014).

In order to finalize the lease with FDOT, the City is required to adopt a Resolution formally requesting said action. The area to be leased is land located around the drainage lake outlined in Exhibit "A".

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

EMS/act

CCO1899-15

RESOLUTION NO. 2015-\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO REQUEST THE FLORIDA DEPARTMENT OF TRANSPORTATION TO LEASE TO THE CITY OF AVENTURA LAND REFERRED TO IN EXHIBIT "A" SITUATED NEAR EAST DIXIE HIGHWAY AND NE 206<sup>TH</sup> STREET FOR PUBLIC PURPOSE TO BE UTILIZED BY THE AVENTURA POLICE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; 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 of the City of Aventura hereby authorizes the City Manager to request the Florida Department of Transportation to lease to the City of Aventura land referred to in Exhibit "A" situated near East Dixie Highway and NE 206<sup>th</sup> Street for public purpose to be utilized by the Aventura Police Department.

**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 take effect immediately upon 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 Denise Landman  | _____ |
| Commissioner Marc Narotsky   | _____ |
| Commissioner Robert Shelley  | _____ |
| Commissioner Howard Weinberg | _____ |
| Vice Mayor Teri Holzberg     | _____ |
| Mayor Enid Weisman           | _____ |

**PASSED AND ADOPTED** this 7<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
ENID WEISMAN, MAYOR

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

# EXHIBIT "A"

## LEGAL DESCRIPTION

### LEGAL DESCRIPTION:

A portion of Blocks 3, 4 and 7, Hallandale Park No. 8, according to the plat thereof as recorded in Plat Book 20, Page 49 of the public records of Miami-Dade County, Florida; together with the 6 foot wide alleys within said Block 4; also together with a portion of the 6 foot wide alleys within said Block 7; also together with a portion of the right of ways for East Dixie Highway, N.E. 204th Street and N.E. 205th Street as shown on said plat, lying in the southwest one quarter of Section 34, Township 51 South, Range 42 East, all being described as follows:

Commence at the northernmost northeast corner of said Block 7; thence South 87°45'30" West along the south right of way line for N.E. 206th Street, a distance of 36.10 feet to the Point of Beginning, said point lying along the arc of a circular curve to the left from which the radius point bears South 63°58'24" East from the last described point; thence southwesterly along the arc of said curve having a radius of 2962.59 feet, through a central angle of 00°57'51", for an arc distance of 49.85 feet to a point of tangency; thence South 25°03'35" West, a distance of 91.61 feet to a point of curvature of a circular curve to the left; thence southwesterly along the arc of said curve having a radius of 3145.99 feet, through a central angle of 08°54'16", for an arc distance of 488.92 feet to the point of tangency; thence South 16°09'19" West, a distance of 229.48 feet, the last four (4) described courses lying along the limited access right of way line for Biscayne Boulevard (S.R. 5) as shown on Florida Department of Transportation right of way map for Biscayne Boulevard Section 87030-2534; thence South 87°52'39" West along said limited access right of way line, a distance of 59.00 feet; thence North 02°07'21" West, a distance of 63.83 feet to a point of curvature of a circular curve to the left; thence northerly along the arc of said curve having a radius of 22931.22 feet, through a central angle of 00°46'57", for an arc distance of 313.18 feet to a point of tangency; thence North 02°54'18" West, a distance of 200.00 feet to a point of curvature of a circular curve to the right; thence northerly along the arc of said curve having a radius of 22831.22 feet, through a central angle of 00°28'49", for an arc distance of 191.45 feet, the last three (3) described courses lying along the limited access right of way line for said East Dixie Highway as shown on said right of way map; thence North 87°52'39" East, a distance of 68.20 feet; thence North 50°59'33" East, a distance of 41.69 feet; thence North 87°45'30" East, a distance of 289.82 feet to the Point of Beginning, the last three (3) described courses lying along the south right of way line for said N.E. 206th Street and the limited access right of way line for said N.E. 206th Street, as shown on said right of way map.

Said lands situate in the city of Aventura, Miami-Dade County, Florida, containing 163,298 square feet or 3.749 acres more or less.

G:\2001\010103.192\_FDOT PARCEL SKETCHES\DRAWINGS\010103.192\_SD OVERALLPARCEL

| UPDATES and/or REVISIONS  | DATE                            | BY      | CK'D | THIS IS <u>NOT</u> A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.<br><br>The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record. |
|---|---------------------------------|---------|------|--|
| 1. REVISE PER FDOT COMMENTS   | 2/25-15                         | RY      |      |  |
|   |                                 |         |      |  |
|   |                                 |         |      |  |
|   |                                 |         |      |  |
| <b>CRAVEN • THOMPSON &amp; ASSOCIATES, INC.</b><br>ENGINEERS • PLANNERS • SURVEYOR'S<br>3883 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400<br>FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271<br>MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2015 |                                 |         |      | FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI<br>ITEM/SEG. NO.: 2498401<br>SECT/JOB NO.: 87030-2534, SHEET 9 OF 14<br>FAP NO.: 4852-081-P<br>SR NO.: 5 (BISCAYNE BLVD.)<br>COUNTY: MIAMI-DADE<br>PARCEL NO.: 5657  |
| JOB NO.: 01-0103-192  | 010103.192_SD OVERALLPARCEL.DWG |         |      |  |
| DRAWN BY: RY  | F.B. N/A                        | PG. N/A |      |  |
| CHECKED BY: TCS   | DATED: 11-25-14                 |         |      |  |

# EXHIBIT "A"

## LEGAL DESCRIPTION

### LEGEND

|          |                                      |
|----------|--------------------------------------|
| BNDY.    | BOUNDARY                             |
| F.D.O.T. | FLORIDA DEPARTMENT OF TRANSPORTATION |
| L        | ARC LENGTH                           |
| L.A. R/W | LIMITED ACCESS RIGHT OF WAY          |
| M.D.C.R. | MIAMI-DADE COUNTY RECORDS            |
| O.R.B.   | OFFICAL RECORD BOOK                  |
| P.B.     | PLAT BOOK                            |
| PG.      | PAGE                                 |
| P.O.C.   | POINT OF COMMENCEMENT                |
| R        | RADIUS                               |
| R.R.     | RAILROAD                             |
| R/W      | RIGHT-OF-WAY                         |
| S.R.     | STATE ROAD                           |
| Δ        | CENTRAL ANGLE                        |

// — // — // — LIMITED ACCESS RIGHT OF WAY LINE

### NOTES:

Bearings shown hereon are based on F.D.O.T. right of way map Section 87030-2534, sheet 9 of 14, last revision date: 02-13-98 and are referenced to the south right of way line for N.E. 206th Street, which bears North 87°45'30" East.

This sketch and description consists of 4 sheets and each sheet shall not be considered full, valid and complete unless attached to the others.

### CERTIFICATE:

We hereby certify that this sketch and description and other pertinent data shown hereon, of the above described property was made on the ground, conforms to the Standards of Practice for land surveying in the State of Florida, as outlined in Chapter 5J-17, (Florida Administrative Code) as adopted by Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027, Florida Statutes and that said survey is true and correct to the best of our knowledge and belief.

Craven Thompson & Associates, Inc.  
Licensed Business Number #271

\_\_\_\_\_  
Raymond Young  
Professional Surveyor and Mapper No. 5799  
State of Florida

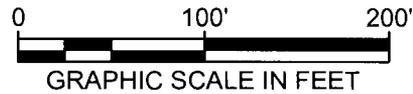
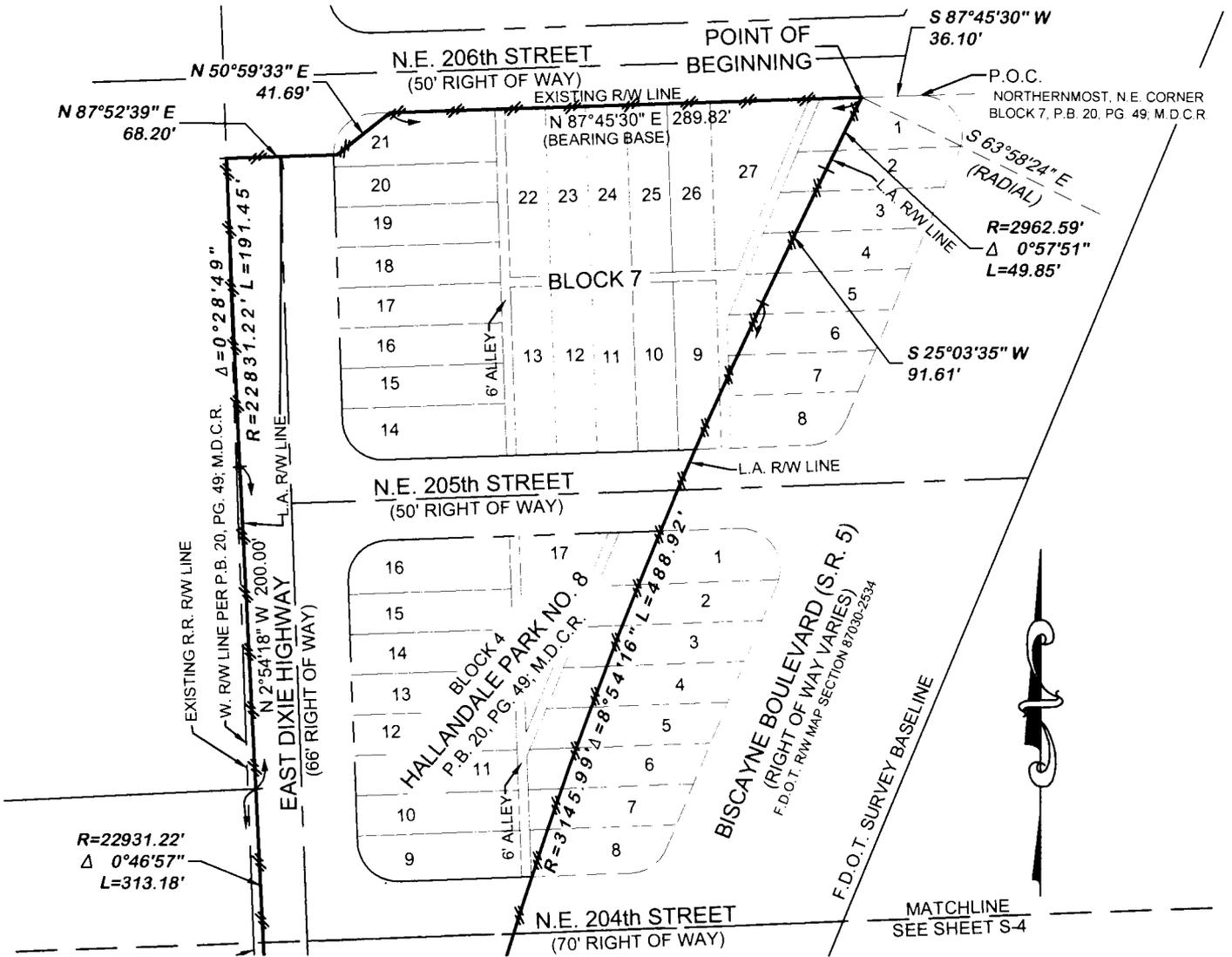
The sketch of survey and report or the copies thereof are not valid without the signature and raised seal of a Florida licensed surveyor and mapper.

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| UPDATES and/or REVISIONS  | DATE                            | BY     | CK'D | THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.  |
|---|---------------------------------|--------|------|--|
| 1. REVISE PER FDOT COMMENTS   | 2-25-15                         | RY     |      | The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record. |
|   |                                 |        |      |  |
|   |                                 |        |      |  |
| <b>CRAVEN • THOMPSON &amp; ASSOCIATES, INC.</b><br>ENGINEERS • PLANNERS • SURVEYOR'S<br>3583 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400<br>FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271<br>MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2015 |                                 |        |      | FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI<br>ITEM/SEG. NO.: 2498401<br>SECT/JOB NO.: 87030-2534, SHEET 9 OF 14<br>FAP NO.: 4852-081-P<br>SR NO.: 5 (BISCAYNE BLVD.)<br>COUNTY: MIAMI-DADE<br>PARCEL NO.: 5657  |
| JOB NO.: 01-0103-192  | 010103.192_SD OVERALLPARCEL.DWG |        |      |  |
| DRAWN BY: RY  | F.B.N/A                         | PG.N/A |      |  |
| CHECKED BY: TCS   | DATED: 11-25-14                 |        |      |  |

# EXHIBIT "A"

## SKETCH OF LEGAL DESCRIPTION



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| UPDATES and/or REVISIONS    | DATE    | BY | CK'D |
|-----------------------------|---------|----|------|
| 1. REVISE PER FDOT COMMENTS | 2-25-15 | RY |      |
|                             |         |    |      |
|                             |         |    |      |

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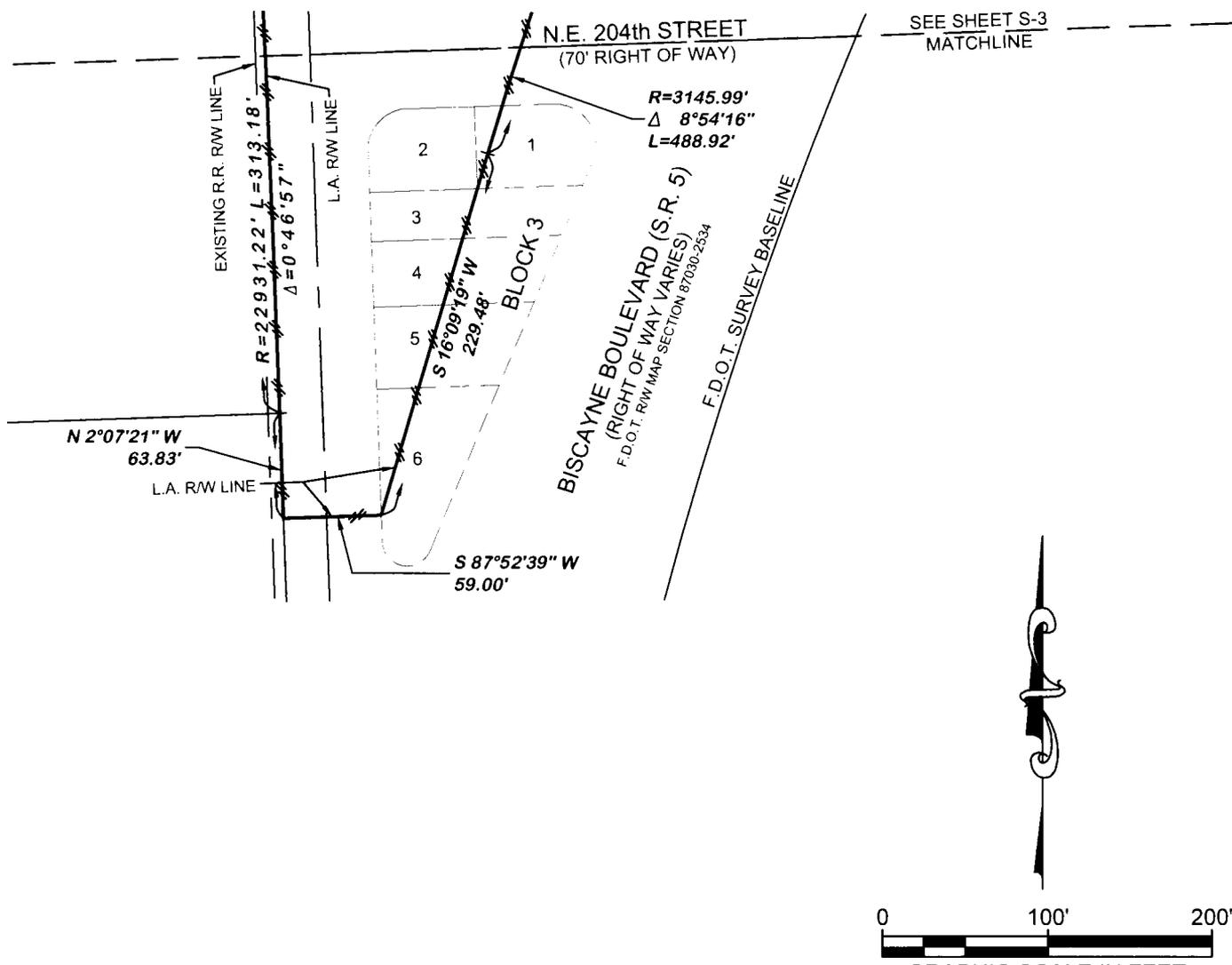
**CRAVEN • THOMPSON & ASSOCIATES, INC.**  
 ENGINEERS • PLANNERS • SURVEYOR'S  
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FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI  
 ITEM/SEG. NO.: 2498401  
 SECT/JOB NO.: 87030-2534, SHEET 9 OF 14  
 FAP NO.: 4852-081-P  
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 COUNTY: MIAMI-DADE  
 PARCEL NO.: 5657

|                      |                                 |
|----------------------|---------------------------------|
| JOB NO.: 01-0103-192 | 010103.192_SD OVERALLPARCEL.DWG |
| DRAWN BY: RY         | F.B. N/A PG. N/A                |
| CHECKED BY: TCS      | DATED: 11-25-14                 |

# EXHIBIT "A"

## SKETCH OF LEGAL DESCRIPTION



G:\2001\010103.192\_FDOT PARCEL SKETCHES\DRAWINGS\010103.192\_SD OVERALLPARCEL

| UPDATES and/or REVISIONS    | DATE    | BY | CK'D |
|-----------------------------|---------|----|------|
| 1. REVISE PER FDOT COMMENTS | 2-25-15 | RY |      |
|                             |         |    |      |
|                             |         |    |      |

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not obstructed for right-of-way and/or easements of record.

**CRAVEN • THOMPSON & ASSOCIATES, INC.**  
 ENGINEERS PLANNERS SURVEYOR'S  
 3683 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 730-6409 TEL: (954) 730-6400  
 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
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 NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2015

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI  
 ITEM/SEG. NO.: 2498401  
 SECT/JOB NO.: 87030-2534, SHEET 9 OF 14  
 FAP NO.: 4852-081-P  
 SR NO.: 5 (BISCAYNE BLVD.)  
 COUNTY: MIAMI-DADE  
 PARCEL NO.: 5657

|                      |                                 |
|----------------------|---------------------------------|
| JOB NO.: 01-0103-192 | 010103.192_SD OVERALLPARCEL.DWG |
| DRAWN BY: RY         | F.B. N/A PG. N/A                |
| CHECKED BY: TCS      | DATED: 11-25-14                 |

**CITY OF AVENTURA**  
**OFFICE OF THE CITY MANAGER**

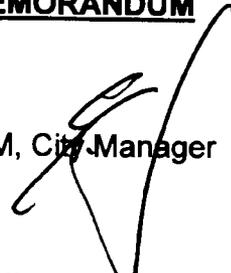
**MEMORANDUM**

TO: City Commission

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

DATE: October 22, 2014

SUBJECT: **Disbursement of the Police Forfeiture Funds**



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**November 12, 2014 City Commission Meeting Agenda Item 10E**

**RECOMMENDATION**

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

“Motion authorizing the appropriation of up to \$60,000 for CIU workstations, interview recording system, crime prevention scholarship and K-9 training equipment from the Federal Police Forfeiture Funds in accordance with the City Manager’s memorandum.”

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

EMS/act

Attachment

CCO1863-14

**CITY OF AVENTURA**

**POLICE DEPARTMENT**

**INTER OFFICE MEMORANDUM**

**TO:** Eric M. Soroka, City Manager  
**FROM:** ~~Eric M. Soroka, City Manager~~  
Steven Steinberg, Chief of Police  
**DATE:** 22 October 2014  
**SUBJECT:** Use of Forfeiture Funds

---

The Federal Equitable Sharing Agreement (FESA), Section VIII allows for the use of federally forfeited funds for law enforcement. Section IX, A9 of the Federal Equitable Sharing agreement requires that the funds be expended only upon request of the Chief of Police to the governing body of the municipality and approval of the governing body.

I am requesting City Commission approval for the expenditure of:

|   |             |
|---|-------------|
| Criminal Investigations Unit workstations               | \$4,500.00  |
| Criminal Investigations Unit interview recording system | \$30,000.00 |
| Crime Prevention Scholarship                            | \$7,500.00  |
| K9 Training Equipment                                   | \$18,000.00 |

**Summary**

**Criminal Investigations Unit workstations** – CIU is adding a new Detective to handle economic crime investigations to include ID theft, fraud and tax scams. The current office configuration provides no space for the new position so additional work space must be provided; this will also provide a second workspace in the vent of future growth.. This request is to allow up to \$4,500.00 to be spent on the new work area.

**Criminal Investigations Unit interview recording system** – The current system has proven to be ineffective and unreliable for use to record statements or confessions taken by Detectives or officers in criminal investigations. Additionally, the interview room requires noise dampening/soundproofing in order for the statements to be recorded in the optimum manner. This request is to allow up to \$30,000.00 be allocated for these purchases.

**Crime Prevention Scholarship:** A donation in the amount of \$7,500 to the Florida International University - First Generation Scholarship Fund specifically for Aventura residents. This combined with matching funds from the state will provide scholarships to FIU students who are Aventura residents and will be the first generation in a family to attain a college degree. This program will serve to

enhance crime prevention by facilitating educational and employment opportunities that would otherwise not exist, by providing tuition assistance to students with limited financial means who come from families with no prior benefit of higher education.

**K9 Training Equipment** – The city has secured a lease on FDOT property just on the west side of West Dixie Hwy, by NE 203 St, for use as our K9 training area. This equipment is needed for the K9 officers to be able to train their K9's on a regular basis and still be very close to the city in the event of calls. This request also includes the cost of site surveys as required by FDOT. This request is to allow up to \$18,000.00 be allocated for these purchases.

RESOLUTION NO. 2015-\_\_\_

A RESOLUTION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING THE TOWN OF SURFSIDE'S RESOLUTION URGING THE STATE OF FLORIDA LEGISLATURE AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP") TO ESTABLISH CHEMICAL TESTING STANDARDS PRIOR TO ISSUING A COASTAL CONSTRUCTION CONTROL LINE ("CCCL") PERMIT WHICH AUTHORIZES THE TRANSFER AND PLACEMENT OF EVACUATED SAND SEAWARD OF THE COASTAL CONSTRUCTION CONTROL LINE ONTO A PUBLIC BEACH; PROVIDING DIRECTION TO THE CITY CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the beaches throughout Miami-Dade County and the State of Florida are vital to the quality of life for residents and tourists alike; and

**WHEREAS**, it is important to preserve the quality of sand that is placed on the public beaches that provide a source of recreation and relaxation for both adults and children; and

**WHEREAS**, the Town of Surfside adopted Resolution No. 15-2282, attached hereto as Exhibit "A", and has requested other municipalities to support that Resolution; and

**WHEREAS**, the City Commission supports the Town of Surfside Resolution, which requests a change in FDEP regulations regarding chemical testing of sand transfer onto the beach as part of a CCCL permit or similar permits issued by FDEP, for placement of sand on a public beach, and urges the Florida Legislature and FDEP to amend the appropriate sections of the Florida Statutes and rules and regulations of FDEP, to require chemical testing of all sand placed east of the CCCL;

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

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

**Section 2. Support by the City Commission for the Town of Surfside**

**Resolution.** The City Commission supports Town of Surfside Resolution No. 15-2282, which urges and recommends that the FDEP require minimum chemical testing standards to be established by the State of Florida, with the recommended baseline analytical profile as outlined in Surfside Resolution No. 15-2282.

**Section 3. Direction to the City Clerk.** The City Clerk is hereby directed to transmit a copy of this Resolution to the Governor of the State of Florida, the Secretary of the Florida Department of Environmental Protection, Members of the Miami-Dade County Delegation of State of Florida Legislators, the Mayor and County Commissioners of Miami-Dade County, the Florida League of Cities, the Miami-Dade County League of Cities, the Miami-Dade County Department of Regulatory and Economic Resources (“DERM”), and municipalities in Miami-Dade County.

**Section 4. Effective Date.** 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 Denise Landman  | _____ |
| Commissioner Marc Narotsky   | _____ |
| Commissioner Robert Shelley  | _____ |
| Commissioner Howard Weinberg | _____ |
| Vice Mayor Teri Holzberg     | _____ |
| Mayor Enid Weisman           | _____ |

**PASSED AND ADOPTED THIS 7<sup>th</sup> day of April, 2015.**

\_\_\_\_\_  
ENID WEISMAN, MAYOR

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

RESOLUTION NO. 15 - 2282

**A RESOLUTION OF THE TOWN OF SURFSIDE URGING THE STATE OF FLORIDA LEGISLATURE AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (“FDEP”) TO ESTABLISH CHEMICAL TESTING STANDARDS PRIOR TO ISSUING A COASTAL CONSTRUCTION CONTROL LINE PERMIT (“CCCL”) WHICH AUTHORIZES THE TRANSFER AND PLACEMENT OF EXCAVATED SAND SEAWARD OF THE CCCL ONTO A PUBLIC BEACH; RECOMMENDING ADDITIONAL CHEMICAL TESTING STANDARDS; ENCOURAGING SUPPORT FROM PUBLIC OFFICIALS AND UNITS OF GOVERNMENT TO SUPPORT THIS INITIATIVE; PROVIDING DIRECTION TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Department of Environmental Protection (FDEP) issues permits which authorize excavation and placement of sand seaward of the Coastal Construction Control Line (CCCL), pursuant to 161.053, *Florida Statutes*; and

**WHEREAS**, FDEP Permit No. DA-631-S undertook the excavation and completed transfer of sand onto the Town of Surfside beach from 96<sup>th</sup> Street to 88<sup>th</sup> Street prior to May 1, 2014; and

**WHEREAS**, community concerns were raised regarding the chemicals of concern contained in the transferred sand due to a portion of the sand being excavated beneath a site which was constructed over 75 years ago and continuously operated; and

**WHEREAS**, in compliance with FDEP rules, the sand was transferred and placed onto the beach in accordance with FDEP Permit No. DA-631-S without chemical analysis being performed on the sand transferred and placed on the beach; and

**WHEREAS**, FDEP guidelines state that sandy material excavated seaward of the CCCL or 50-foot setback shall be maintained on site seaward of the CCCL or 50-foot setback and shall be placed in the immediate area of construction unless otherwise specifically authorized by the Department, as provided by Rule 62B-33.005(6), F.A.C.; and

**WHEREAS**, FDEP defines beach quality sand as sand which is similar to the native beach sand in both coloration and grain size and is free of construction debris, rocks, clay or other foreign matter, pursuant to Rule 62B-33.002(8), F.A.C.; and

**WHEREAS**, FDEP is currently amending Rule 62B-33, F.A.C., Rules and Procedures for Coastal Construction and Excavation and is proposing the creation of a CCCL Applicant’s Handbook; and

**WHEREAS**, the Town of Surfside participated in the FDEP Second Rule Workshop on February 12, 2015 to discuss the proposed amendments to Rule 62B-33, F.A.C. and creation of the CCCL Applicant's Handbook; and

**WHEREAS**, the cost of testing the excavated material is an inexpensive and minor cost consideration in conjunction with the overall cost of a development project east of the CCCL; and

**WHEREAS**, the Town Commission of the Town of Surfside created a Sand Project Community Monitoring Committee ("Community Monitoring Committee") in response to community concerns with activity associated with the activities conducted consistent with FDEP Permit No. DA-631; and

**WHEREAS**, a priority of the Town is to ensure the health, safety and welfare of the public while also seeking opportunities to preserve its beach to mitigate the impacts associated with climate change as well as to sustain this valuable resource as an economic development asset; and

**WHEREAS**, a priority of the Community Monitoring Committee was to address the chemical analysis of the sand to ensure the health, safety and welfare of the public; and

**WHEREAS**, the Town Commission, upon receiving concerns about the chemical composition of the transferred sand, immediately authorized retaining the services of an expert toxicologist (Dr. Christopher Teaf, President of Hazardous Substance and Waste Management Research, Inc. "HSWMR" and Member of the Faculty of Florida State University) to provide analysis of chemical testing results and to address health risks concerns raised by the residents of the Town of Surfside; and

**WHEREAS**, in addressing a priority of the Community Monitoring Committee, Dr. Teaf assisted the Committee in developing a recommended list of analytical categories that are not currently required under Rule 62B-33, F.A.C, with appropriate supplementary tests to be identified and implemented based upon the sand source site historical information:

- "RCRA 8" metals with extraction by USEPA Method 3050 and analysis by USEPA Method 6010 or 200.7 (i.e., arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver). Data to be expressed in mg/kg.
- Total Recoverable Petroleum Hydrocarbons (TRPH) by Florida Department of Environmental Protection (FDEP) FL-PRO method. Data to be expressed in mg/kg.
- Chlorinated hydrocarbon pesticides by USEPA Method 8081, specifically aldrin, chlordane, dieldrin, endrin, heptachlor, and the DDT/DDD/DDE group. Data to be expressed in mg/kg.

- Polychlorinated biphenyls (PCBs) by USEPA Method 8082 (i.e., Aroclors 1016, 1221, 1232, 1242, 1248, 1254, and 1260). Data to be expressed in mg/kg.
- As an alternative approach, USEPA Method 8270 may be used to capture the analysis listed in both the third and fourth categories, though that method is capable of identifying a much larger universe of substances than the individual methods cited.
- If there is site-specific knowledge which suggests that assessment of the leaching potential for a particular sand source is warranted, the appropriate test method will be the Synthetic Precipitation Leaching Procedure (SPLP; USEPA Method 1312).
- Specific protocols and sample numbers should be developed on a site-specific basis, based upon discussions between Florida DEP and the entity that is proposing the beach renourishment. Chemical testing results shall be consistent with naturally occurring background levels.

**WHEREAS**, pursuant to the September 11, 2014 Final Report, the Community Monitoring Committee recommended to and accepted by the Town Commission that the Town support and move forward an Urging Resolution requesting a change in FDEP regulations regarding chemical testing of sand transfer onto the beach as part of a CCCL permit or similar permits issued by FDEP for placement of sand on a public beach urging the Florida Legislature and FDEP to amend the appropriate sections of the Florida Statutes and rules and regulations of FDEP to require chemical testing of all sand placed east of the CCCL; and

**WHEREAS**, the Town of Surfside urges Members of the Miami-Dade County Delegation of State of Florida Legislators, the Board of County Commissioners of Miami-Dade County, Miami-Dade County Department of Regulatory and Economic Resources (“DERM”), all municipalities in Miami-Dade County, the Miami-Dade County League of Cities, the Florida League of Cities, and all other coastal municipalities and counties of Florida to support this resolution; and

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Support by the Town of Surfside Town Commission for Recommended Baseline Analytical Profile.** The Town Commission strongly urges and recommends the FDEP require that minimum chemical testing standards are established by the State of Florida:

- “RCRA 8” metals with extraction by USEPA Method 3050 and analysis by USEPA Method 6010 or 200.7 (i.e., arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver). Data to be expressed in mg/kg.
- Total Recoverable Petroleum Hydrocarbons (TRPH) by Florida Department of Environmental Protection (FDEP) FL-PRO method. Data to be expressed in mg/kg.
- Chlorinated hydrocarbon pesticides by USEPA Method 8081, specifically aldrin, chlordane, dieldrin, endrin, heptachlor, and the DDT/DDD/DDE group. Data to be expressed in mg/kg.
- Polychlorinated biphenyls (PCBs) by USEPA Method 8082 (i.e., Aroclors 1016, 1221, 1232, 1242, 1248, 1254, and 1260). Data to be expressed in mg/kg.
- As an alternative approach, USEPA Method 8270 may be used to capture the analysis listed in both the third and fourth categories, though that method is capable of identifying a much larger universe of substances than the individual methods cited.
- If there is site-specific knowledge which suggests that assessment of the leaching potential for a particular sand source is warranted, the appropriate test method will be the Synthetic Precipitation Leaching Procedure (SPLP; USEPA Method 1312).
- Specific protocols and sample numbers should be developed on a site-specific basis, based upon discussions between Florida DEP and the entity that is proposing the beach renourishment. Chemical testing results shall be consistent with naturally occurring background levels.

**Section 3. Direction to Town Clerk.** The Town Clerk is hereby directed to transmit a copy of this Urging Resolution to: the Governor of the State of Florida, the Secretary of the Florida Department of Environmental Protection, Members of the Miami-Dade County Delegation of State of Florida Legislators, the Board of County Commissioners of Miami-Dade County, Miami-Dade County Department of Regulatory and Economic Resources (“DERM”), all municipalities in Miami-Dade County, the Miami-Dade County League of Cities, and the Florida League of Cities.

**Section 4. Implementation.** The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

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

PASSED AND ADOPTED this 12<sup>th</sup> day of February, 2015.

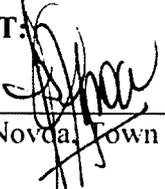
Motion by Commissioner Karukin

Second by Commissioner Olchyk

**FINAL VOTE ON ADOPTION:**

|                              |     |
|------------------------------|-----|
| Commissioner Barry Cohen     | yes |
| Commissioner Michael Karukin | yes |
| Commissioner Marta Olchyk    | yes |
| Vice Mayor Eli Tourgeman     | yes |
| Mayor Daniel Dietch          | yes |

  
\_\_\_\_\_  
Daniel Dietch, Mayor

ATTEST:   
\_\_\_\_\_  
Sandra Novda, Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR  
THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Linda Miller, Town Attorney

# CITY OF AVENTURA

## OFFICE OF THE CITY MANAGER

### MEMORANDUM

TO: City Commission

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

BY: Antonio F. Tomei, Capital Projects Manager

DATE: March 26, 2015

SUBJECT: **Recommendation: Bid No: 15-03-18-2 – NE 29 PL North Drainage and Road Resurfacing Improvements**

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April 7, 2015 City Commission Meeting Agenda Item 5G

#### Recommendation

It is recommended that the City Commission adopt the attached Resolution awarding Bid No. 15-03-18-2, NE 29 PL North Drainage and Road Resurfacing Improvements to the lowest responsible and responsive bidder, Williams Paving Company, Inc. for the price of \$528,491.62. This project will be funded by Budget Line Item Numbers 410-5001-538-6306 and 120-5001-6305.

#### Background

In accordance with the City's Purchasing Ordinance, bids for this project were solicited, advertised, and opened on March 18, 2015. The City received the following five (5) bids for this project.

|                                      |                |
|--------------------------------------|----------------|
| Williams Paving Company, Inc.        | \$ 528,491.62  |
| Southeastern Engineering Contractors | \$ 627,489.03  |
| Southern Underground Industries      | \$ 723,551.30  |
| JVA Engineering Contractor, Inc.     | \$ 987,225.20  |
| Weekley Asphalt Paving, Inc.         | \$1,290,080.00 |

This bid price allows for drainage improvements together with asphalt milling, resurfacing and sidewalk installation on NE 29 PL between NE 203<sup>rd</sup> ST and NE 199<sup>th</sup> Avenue. The drainage work is scheduled to be completed in 90 days and the entire project is scheduled for 150 days. There will be periodic lane closures and the public will be made aware of those times. The drainage work in the amount of \$313,202.42 will be funded by a State grant received during last year's Legislative Session. The remaining amount (\$215,289.20) will be funded from the Transportation and Street Maintenance Fund. The cost of this portion of the project, based on the bid, was \$84,711 less than the original estimate.

**RESOLUTION NO. 2015-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 15-03-18-2, NE 29 PL NORTH DRAINAGE AND ROAD RESURFACING IMPROVEMENTS TO WILLIAMS PAVING COMPANY, INC. AT THE BID PRICE OF \$528,491.62; 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. 15-03-18-2, NE 29 PL North Drainage and Road Resurfacing Improvements; and

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

**WHEREAS**, staff has determined that Williams Paving, 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 the bid/contract for BID NO. 15-03-18-2, NE 29 PL North Drainage and Roadway Resurfacing Improvements, is hereby awarded to Williams

Paving, Inc. in the amount of \$528,491.62.

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

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

**Section 4:** That the funds to be allocated and appropriated pursuant hereto and for the purpose of carrying out the tenets of this Resolution shall be from Budget Line Item Numbers 410-5001-538-6306 and 120-5001-541-6305.

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

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

|                              |       |
|------------------------------|-------|
| Commissioner Enbar Cohen     | _____ |
| Commissioner Denise Landman  | _____ |
| Commissioner Marc Narotsky   | _____ |
| Commissioner Robert Shelley  | _____ |
| Commissioner Howard Weinberg | _____ |
| Vice Mayor Teri Holzberg     | _____ |
| Mayor Enid Weisman           | _____ |

PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
ENID WEISMAN, MAYOR

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

SECTION 00410

SCHEDULE OF VALUES – BIDDER’S COMPANY NAME: W. J. ...

Time to Substantial Completion: Phase 1 = 90 calendar days, or August 7, 2015, whichever occurs first; Phase 2 = 30 calendar days after completion of Phase 1 Work.

Time to Final Completion: Phase 1 = 30 calendar days (runs concurrent with Phase 2 Work); Phase 2 = 30 calendar days.

TOTAL CONTRACT TIME = 150 CALENDAR DAYS

| Pay Item  | Estimated Quantity | Description  | Unit | Unit Price | Extended Price |
|---|--------------------|--|------|------------|----------------|
| <b>PHASE 1 – DRAINAGE CONSTRUCTION (FDEP GRANT AGREEMENT NO. S0724); LANE CLOSURE ALLOWED FROM 9:00AM TO 3:30PM EACH DAY, MONDAY-FRIDAY. CONTRACTOR TO DEMOBILIZE AND OPEN LANES FOR TRAFFIC ON WEEKENDS, (SEE BASE BID EXHIBIT).</b> |                    |  |      |            |                |
| 100   | 1                  | General Conditions and Mobilization – Phase 1 Work                                 | LS   | 33,500.00  | 33,500.00      |
| 101   | 1                  | Provide Maintenance Of Traffic per FDOT 600 Series Design Standards - Phase 1 Work | LS   | 19,050.00  | 19,050.00      |
| 102   | 1                  | Provide Erosion Control Measures – Phase 1 Work                                    | LS   | 1,556.37   | 1,556.37       |
| 103   | 8                  | Clean and Televis Drainage Pipe – 15" Pipe   | LF   | 4.55       | 36.40          |
| 104   | 1111               | Clean and Televis Drainage Pipe – 18" Pipe   | LF   | 5.12       | 5,688.32       |
| 105   | 461                | Clean and Televis Drainage Pipe – 24" Pipe   | LF   | 5.68       | 2,618.48       |
| 106   | 208                | Clean and Televis Drainage Pipe – 60" Pipe   | LF   | 15.92      | 3,311.36       |
| 107   | 1                  | Curb Inlet (Type C – 24" x 37")  | EA   | 4,294.66   | 4,294.66       |
| 108   | 1                  | Curb Inlet (Type C-P – 42" Round)  | EA   | 4,243.58   | 4,243.58       |
| 109   | 1                  | Curb Inlet (Type C-4 – 48" Round)  | EA   | 4,714.31   | 4,714.31       |
| 110   | 3                  | Storm Manhole (Type M-4 – 48" Round)   | EA   | 5,395.47   | 16,186.41      |
| 111   | 4                  | Storm Manhole (Type M-5 – 60" Round)   | EA   | 5,395.47   | 21,581.88      |

City of Aventura N.E. 29<sup>th</sup> Place (North) Stormwater System Retrofits  
 City of Aventura Bid No. 15-03-18-2  
 Addendum No. 2

|                          |      |  |    |                   |           |
|--------------------------|------|--|----|-------------------|-----------|
| 112                      | 1    | Storm Manhole (Type M-5 – 60" x 60" Square)  | EA | 6,682.34          | 6,682.34  |
| 113                      | 6    | Pollution Retardant Baffle   | EA | 511.68            | 3,070.08  |
| 114                      | 160  | Pipe - 18" Diameter Slotted R.C.P. (Installation Includes All Bedding, Shoring, etc. as necessary to provide work) | LF | 101.73            | 16,276.80 |
| 115                      | 150  | Pipe - 18" Diameter Solid R.C.P. (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)   | LF | 123.00            | 18,450.00 |
| 116                      | 620  | Pipe - 24" Diameter Slotted R.C.P. (Installation Includes All Bedding, Shoring, etc. as necessary to provide work) | LF | 97.34             | 60,350.80 |
| 117                      | 50   | Pipe - 24" Diameter Solid R.C.P. (Installation Includes All Bedding, Shoring, etc. as necessary to provide work)   | LF | 114.51            | 5,725.50  |
| 118                      | 9    | Connect Exist. Drainage Pipe to Prop. Drainage Structure   | EA | 2223.26           | 20,009.34 |
| 119                      | 1    | Replace Curb Inlet Hood and Grate  | EA | 1126.17           | 1,126.17  |
| 120                      | 1    | Clean and Redevelop Existing Drainage Well (Up to 150' Depth)  | LS | 7,389.13          | 7,389.13  |
| 121                      | 1    | Clean existing 20'(L) X 5'(W) drainage well baffle structure   | LS | 1,713.04          | 1,713.04  |
| 122                      | 1320 | Pavement Restoration; Includes Removal and Disposal of Existing Pavement   | SY | 26.99             | 35,626.80 |
| 123                      | 1    | Allowance for City of Aventura Police Officer Presence During Construction   | AL | \$20,000          | 20,000.00 |
| <b>SUB-TOTAL PHASE 1</b> |      |  |    | <b>313,202.42</b> |           |

**PHASE 2 – ROADWAY CONSTRUCTION; LANE CLOSURE ALLOWED FROM 9:00AM TO 3:30PM EACH DAY, MONDAY-FRIDAY. CONTRACTOR TO DEMOBILIZE AND OPEN LANES FOR TRAFFIC ON WEEKENDS, (SEE BASE BID EXHIBIT).**

|     |   |  |    |           |           |
|-----|---|--|----|-----------|-----------|
| 200 | 1 | General Conditions and Mobilization – Phase 2 Work | LS | 28,225.00 | 28,225.00 |
|-----|---|--|----|-----------|-----------|

City of Aventura N.E. 29<sup>th</sup> Place (North) Stormwater System Retrofits  
City of Aventura Bid No. 15-03-18-2  
Addendum No. 2

|     |      |  |    |           |           |
|-----|------|--|----|-----------|-----------|
| 201 | 1    | Provide Maintenance Of Traffic per FDOT 600 Series Design Standards – Phase 2 Work   | LS | 10,000.00 | 10,000.00 |
| 202 | 1    | Provide Erosion Control Measures – Phase 2 Work  | LS | 608.18    | 608.18    |
| 203 | 310  | Clearing and Grubbing; Includes Tree and Shrub Removal   | SY | 68.45     | 21,219.50 |
| 204 | 77   | Concrete Traffic Separator   | SY | 83.42     | 6,423.34  |
| 205 | 3900 | Mill 1" Asphalt, Including Removal and Disposal of Existing Pavement   | SY | 2.14      | 8,346.00  |
| 206 | 3900 | 1" Superpave SP-9.5 Asphaltic Concrete Pavement, Including Tack Coat   | SY | 7.93      | 30,927.00 |
| 207 | 50   | Pavement Repairs; Includes Removal and Disposal of Existing Pavement   | SY | 48.21     | 2,410.50  |
| 208 | 140  | Type "F" Curb & Gutter, Including 4" Limerock Pad  | LF | 46.15     | 6,461.00  |
| 209 | 330  | 4" Concrete Sidewalk (min. 3,000 psi) with Compacted Subgrade  | SY | 48.42     | 15,978.60 |
| 210 | 3    | Replace Roadway Loop Detectors and Wireless Vehicle Detectors  | EA | 1079.95   | 3,239.85  |
| 211 | 5    | Adjust Utility Pull Box Lids to Grade  | EA | 203.82    | 1,019.10  |
| 212 | 3    | Adjust Existing Manhole Rim  | EA | 213.63    | 395.89    |
| 213 | 5    | Adjust Existing Water Main Valve Box   | EA | 293.63    | 1,493.15  |
| 214 | 3550 | Pressure wash, Prepare and Paint existing C.B. Wall with Sherwin Williams: Stucco Heavy Duty Block Filler B25; and 2 coats Builders Select S/G B40 | SF | 1.34      | 4,757.00  |
| 215 | 4    | Relocate And/Or Adjust Existing Sign Post  | EA | 170.52    | 682.08    |

City of Aventura N.E. 29<sup>th</sup> Place (North) Stormwater System Retrofits  
City of Aventura Bid No. 15-03-18-2  
Addendum No. 2

|     |      |   |    |        |          |
|-----|------|---|----|--------|----------|
| 216 | 2    | Single Post Sign (up to 30" x 30")                      | EA | 284.20 | 568.40   |
| 217 | 1480 | 6" Solid Yellow Striping (Thermoplastic)                | LF | .97    | 1,435.60 |
| 218 | 3050 | 6" Solid White Striping (Thermoplastic)                 | LF | .97    | 2,958.50 |
| 219 | 40   | 18" Solid Yellow Striping (Thermoplastic)               | LF | 2.16   | 86.40    |
| 220 | 160  | 18" Solid White Striping (Thermoplastic)                | LF | 2.16   | 345.60   |
| 221 | 180  | 24" Solid White Striping (Thermoplastic)                | LF | 3.64   | 655.20   |
| 222 | 12   | Pavement Message – per letter (Thermoplastic)           | EA | 25.01  | 300.12   |
| 223 | 15   | Arrow (Thermoplastic)                                   | EA | 62.52  | 937.80   |
| 224 | 1480 | 6" Solid Yellow Striping (Paint)                        | LF | .51    | 754.80   |
| 225 | 3050 | 6" Solid White Striping (Paint)                         | LF | .51    | 1,555.50 |
| 226 | 40   | 18" Solid Yellow Striping (Paint)                       | LF | 1.19   | 47.60    |
| 227 | 160  | 18" Solid White Striping (Paint)                        | LF | 1.19   | 190.40   |
| 228 | 180  | 24" Solid White Striping (Paint)                        | LF | 1.42   | 255.60   |
| 229 | 12   | Pavement Message – per letter (Paint)                   | EA | 11.37  | 136.44   |
| 230 | 15   | Arrow (Paint)   | EA | 30.69  | 460.35   |
| 231 | 220  | Reflective Pavement Marker (RPM)                        | EA | 4.26   | 937.20   |
| 232 | 6    | Calophyllum brasiliense (Brazilian Beautyleaf), 14' Ht. | EA | 491.77 | 2,950.62 |

City of Aventura N.E. 29<sup>th</sup> Place (North) Stormwater System Retrofits  
City of Aventura Bid No. 15-03-18-2  
Addendum No. 2

|                   |      |   |    |          |            |
|-------------------|------|---|----|----------|------------|
| 233               | 152  | Clusia guttifera<br>(Small Leaf Clusia), 7 Gal.   | EA | 36.38    | 2,584.76   |
| 234               | 3325 | Stenotaphrum secundatum<br>(St. Augustine 'Floritam' Sod)<br>on 2" topsoil bed  | SF | .55      | 1,828.75   |
| 235               | 70   | Install Deeproot #UB-24-2<br>Rootbarrier  | LF | 4.77     | 333.90     |
| 236               | 1    | Irrigation, Complete  | LS | 3819.61  | 3,819.61   |
| 237               | 3000 | Provide And Install #6, 600V<br>Rated, XHHW Conductor<br>Installed In New/ Existing Conduit<br>System.                  | LF | 1.91     | 5,730.00   |
| 238               | 5    | Remove And Install Relocated<br>Light Pole With New Concrete<br>Base And Pullbox In New<br>Sidewalk, Complete In Place. | EA | 4888.19  | 24,440.95  |
| 239               | 1    | New Composite Pull Box With<br>Tier 15 Cover Installed In New<br>Sidewalk.  | EA | 738.91   | 738.91     |
| 240               | 1    | Allowance for City of Aventura<br>Police Officer Presence During<br>Construction  | AL | \$15,000 | 15,000.00  |
| SUB-TOTAL PHASE 2 |      |   |    |          | 215,289.76 |

|                                   |            |
|-----------------------------------|------------|
| TOTAL COST – PHASE 1 AND PHASE 2* | 528,491.62 |
|-----------------------------------|------------|

**\* BIDS SHALL BE AWARDED BY THE CITY TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. IN ANALYZING BIDS, THE CITY MAY ALSO TAKE INTO CONSIDERATION ALTERNATE AND UNIT PRICES. REFER TO ARTICLE 2.1, SECTION 710-3.**

# MEMORANDUM

## CRAVEN THOMPSON AND ASSOCIATES, INC.

Date: March 26, 2015

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

From: Adolfo A. González, PE, LEED AP, Consulting Engineer

Adolfo A.  
Gonzalez,  
PE, LEED AP

Digitally signed by Adolfo A.  
Gonzalez, PE, LEED AP.  
DN: cn=Adolfo A. Gonzalez, PE,  
LEED AP, o=Craven Thompson and  
Associates, Inc., ou,  
email=aggonzalez@craventhompson  
.com, c=US  
Date: 2015.03.26 15:41:55 -0400

Reference: NE 29<sup>th</sup> Place (North) Stormwater System Retrofits  
Bid Number 15-03-18-2

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At your request, we have reviewed the results for the above referenced request for bids. The following contractors submitted a bid:

- JVA Engineering Contractor, Inc.
- Southeastern Engineering Contractors, Inc.
- Southern Underground Industries, Inc.
- Weekley Asphalt Paving, Inc.
- Williams Paving Co., Inc.

Enclosed is a bid tabulation summary and spreadsheet showing all of the individual unit and extended prices. None of the additive or deductive alternate bid prices changes the order of bids with respect to lowest to highest bidder. There are extension errors in Southeastern Engineering Contractors' bid but it does not affect the ranking of any of the potential bid combinations. Please refer to the note at the end of the bid tabulation sheet.

The apparent low bidder is Williams Paving Co., Inc. for the Base Bid, Base Bid plus Additive Alternate, and the Base Bid less any of the Deductive Alternates. We are familiar with Williams Paving regarding their performance and deem them to be a responsible bidder.

We do not recommend awarding Add Alternate 1 as part of the contract work since the time anticipated to secure the necessary permits will most likely extend beyond the overall construction schedule for the Base Bid described in Phases 1 and 2. We recommend accepting the bid price for Phase 1 and 2, which together make up the Base Bid, in addition to Deduct Alternate 2A. Deduct Alternate 2A will provide the contractor an efficient construction window while limiting traffic disruptions to a reasonable period of time.

It is our opinion that Williams Paving Co., Inc. is the lowest responsible bidder and recommend awarding the contract to them for the Base Bid less Deduct Alternate 2A for the total amount of \$528,170.98.

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

Enclosures: Bid Summary and Bid Tabulation

CITY OF AVENTURA

COMMUNITY SERVICES DEPARTMENT AND FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Robert M. Sherman, Community Services Director   
Brian K. Raducci, Finance Director 

DATE: March 31, 2015

SUBJECT: **Resolution setting forth the ranking of firms to provide professional Disaster Debris Monitoring Services.**

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April 7, 2015 Commission Meeting Agenda Item 5H

Recommendation

It is recommended that the City Commission adopt the attached Resolution authorizing the City Manager to negotiate a contract with Tidal Basin Government Consulting, LLC to provide professional Disaster Debris Monitoring Services.

Background

The City recently requested submission of proposals from qualified firms to provide professional Disaster Debris Monitoring Services in accordance with the *Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Debris Monitoring Guide (FEMA 327 October 2010 edition)*. The following information contains excerpts taken from this document which serves as the basis for PA Project Worksheets (PWs)—the documents that authorize grant reimbursements from FEMA.

This is a new service that would be utilized by the City only if and when a disaster or emergency occurs that generates large amounts of debris. In order to be eligible for PA Program funding, debris must be generated by a Presidentially declared disaster; located within the designated disaster area; be the legal responsibility of an eligible applicant to remove; and present an immediate threat to life, improved property, or public health and safety (44 CFR §206.223 and §206.224). Some of the costs associated with the removal of eligible debris as well as reasonable costs associated with certain monitoring activities may be eligible for reimbursement through PA grant funding offered from FEMA.

As you might imagine, the commitment of staff resources and the intimate understanding and knowledge of PA guidelines and all applicable Federal, State, and local regulations presents a significant challenge to the City under the best of

circumstances let alone while trying to resume normal operations during a disastrous or emergency situation.

The main purpose of utilizing a Monitor would be to maintain the effective coordination between the PA applicant (the City), State and FEMA to ensure that debris removal operations are efficient, effective and eligible for FEMA PA grant funding. Monitoring debris removal operations requires the PA applicant's comprehensive observation and documentation of debris removal work performed from the point of debris collection to final disposal. Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with PA guidelines and all applicable Federal, State and local regulations. Failure to properly monitor debris removal operations may jeopardize PA funding. Accurate documentation of debris removal and disposal operations and eligible associated costs is the outcome of a good debris monitoring program. Debris monitoring documentation is critical to verify that debris operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in compliance with all regulatory requirements.

The City first advertised the availability of the RFP in the Daily Business Review and made a solicitation package available from [www.demandstar.com](http://www.demandstar.com) on December 3, 2014. At that time, no responses were received. As a result, the City re-advertised the availability of the RFP in the Daily Business Review and made a solicitation package available from [www.demandstar.com](http://www.demandstar.com) on February 11, 2015. Only one response was received – Tidal Basin Government Consulting, LLC. A copy of the RFP and their response is available for review in the Finance Department.

A Review Committee consisting of the Community Services Director, the Finance Director and the Purchasing Agent interviewed Tidal Basin Government Consulting, LLC on March 31, 2015 and evaluated them on the following criteria as outlined in the RFP:

- A. Skill and experience demonstrated by the proposer in performing contracts of a similar nature (Max. 20 points)
- B. Methodology/technical project approach (Max. 15 points)
- C. Qualifications/experience of staff/personnel (Max. 25 points)
- D. References (Max. 15 points)
- E. Dollar amount of the proposal in relation to the services (Max. 25 points)

Based on the foregoing, the Committee requests that the City Commission approve the attached resolution authorizing the City Manager to negotiate a contract with Tidal Basin Government Consulting, LLC for professional Disaster Debris Monitoring Services. Assuming a successful negotiation, the Administration plans to bring this item forward for Commission approval at the May 5<sup>th</sup> Commission Meeting. If for some reason, a satisfactory contract is unattainable with that firm, the Administration would terminate negotiations and come back to Commission to obtain further direction.

**RESOLUTION NO. 2015-\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SELECTING THE FIRM OF TIDAL BASIN GOVERNMENT CONSULTING, LLC TO PERFORM PROFESSIONAL DISASTER DEBRIS MONITORING SERVICES RELATIVE TO RFP NO. 15-03-11-2, DISASTER DEBRIS MONITORING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS AND FEES FOR SAID SERVICES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Aventura, in accordance with applicable State law, has requested proposals from firms to provide professional services relative to Disaster Debris Monitoring Services; and

**WHEREAS**, one proposal was received in response to the RFP from Tidal Basin Government Consulting, LLC; and

**WHEREAS**, said proposal was evaluated by a Review Committee consisting of the Community Services Director, the Finance Director and the Purchasing Agent; and

**WHEREAS**, said Selection Committee recommends the firm of Tidal Basin Government Consulting, LLC based on said firm's experience and qualifications; and

**WHEREAS**, the City Commission desires to authorize the City Manager to negotiate a scope of services and fees with the recommended firm.

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

**Section 1.** The firm of Tidal Basin Government Consulting, LLC is hereby selected to perform Disaster Debris Monitoring Services for the City relative to RFP No. 15-03-11-2 Disaster Debris Monitoring Services.

**Section 2.** The firm has been selected on the basis of its experience and qualifications and has not finalized a fee structure with the City. Therefore, the City Manager shall immediately negotiate the scope of services and basis of fees with said firm.

**Section 3.** The basis of fees above described shall be negotiated by the City Manager and approved by the City Commission prior to said firm beginning any labor or work for which the City may later be billed.

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

**PASSED AND ADOPTED** this 7<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
ENID WEISMAN, MAYOR

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

# CITY OF AVENTURA

## COMMUNITY DEVELOPMENT DEPARTMENT

### MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP  
Community Development Director

DATE: March 17, 2008

SUBJECT: Request for Conditional Use approval pursuant to Section 4-2(a) of the City Code to permit service and sale of wine, champagne and gourmet beer from the Beluga Caviar Bar kiosk at the Aventura Mall at 19501 Biscayne Boulevard, Aventura (03-CU-15)

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April 7, 2015 City Commission Meeting Agenda Item 6A

### RECOMMENDATION

It is recommended that the City Commission approve the request for Conditional Use Approval to permit service and sale of wine, champagne and gourmet beer from the Beluga Caviar Bar kiosk at the Aventura Mall, 19501 Biscayne Boulevard, Aventura, subject to the following conditions:

1. Wine, champagne and beer may be sold and served to patrons seated at the kiosk only in conjunction with the service of food.
2. Customers will not be permitted to remove the glass of wine, champagne or beer from the kiosk, but may purchase sealed bottles for off-premises consumption pursuant to applicable State licenses.
3. This approval is granted exclusively to Beluga Bar Inc., doing business as Beluga Caviar Bar, at Kiosk K-2000 in the Aventura Mall and may not be transferred to another owner and/or operator of the kiosk.
4. The applicant's hours of operation shall coincide with the hours of operation of the Aventura Mall.
5. The applicant shall obtain a 2COP alcoholic beverage license from the State of Florida and begin sales and service of wine, champagne and beer 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.

6. The applicant shall conduct Responsible Vendor Training pursuant to Florida Statutes to ensure no sales are made to underage customers or to customers who may have been over-served at other establishments
7. The conditional use approval may be terminated in the event the City Manager determines that the approval has created and/or is creating a disturbance to the community or to Mall patrons and/or that the applicant has violated any condition of this approval. The applicant agrees to immediately discontinue sales and service of alcoholic beverages upon written notice to the applicant of such a determination.
8. Any discontinuation of the sales and service of wine, champagne and beer for a period of 180 consecutive days shall constitute abandonment and shall rescind this approval.

**THE REQUEST**

The applicant, Beluga Bar Inc., is requesting conditional use approval pursuant to Section 4-2(a) of the City Code to permit sales and service of wine, champagne and gourmet beer at its kiosk in Space K2000 on the ground floor of the Aventura Mall at 19501 Biscayne Boulevard, Aventura. (See Exhibit #1 for Letter of Intent)

**BACKGROUND**

|                            |   |
|----------------------------|---|
| <b>OWNER OF PROPERTY</b>   | Aventura Mall Venture   |
| <b>APPLICANT</b>           | Beluga Bar Inc. doing business as Beluga Caviar Bar   |
| <b>ADDRESS OF PROPERTY</b> | 19501 Biscayne Boulevard, City of Aventura<br>(See Exhibit #2 for Location Map)   |
| <b>LEGAL DESCRIPTION</b>   | Part of Tract Q, Aventura 6 <sup>th</sup> Addition, according to the plat thereof recorded in Plat Book 120, Page 20 of the Public Records of Miami-Dade County, Florida<br>(See Exhibit #3 for complete legal description) |

**Zoning –**

|                          |    |                                  |
|--------------------------|----|----------------------------------|
| Subject Property:        | B2 | Community Business District      |
| Properties to the North: | B2 | Community Business District, and |
|                          | CF | Community Facilities District    |
| Properties to the South: | B2 | Community Business District      |
| Properties to the East:  | B2 | Community Business District      |
| Properties to the West:  | U  | Utilities District               |

**Existing Land Use –**

|                          |                        |
|--------------------------|------------------------|
| Subject property:        | Regional Mall          |
| Properties to the North: | Library & Fire Station |
| Properties to the South: | Retail & Office        |

Properties to the East: Retail, Office & Hotel  
Properties to the West: FEC Railway

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

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

**The Site** - The Beluga Caviar Bar is located in Kiosk K-2000 under the escalator/stairway next to the Piazza entrance to the Aventura Mall as shown in Exhibit #4.

**The Project** - The applicant is requesting conditional use approval pursuant to Section 4-2(a) of the City Code to permit sales and service of wine, champagne and beer at its kiosk in the Piazza area of the Aventura Mall at 19501 Biscayne Boulevard, Aventura. On-premises consumption of wine, champagne and beer will be allowed only in conjunction with food service. Package sales for off-premises consumption will be in sealed containers only. The kiosk has approximately 213 square feet of floor area, with eighteen seats at the kiosk counter. Photographs of the kiosk are attached as Exhibit #5.

There are two other kiosks on the ground floor of the Aventura Mall; namely, Caviar & More! and Piacere News & Café, that have previously received a similar conditional use approval by the City Commission to sell wine and beer with similar conditions of approval.

## **ANALYSIS**

**Consistency with Comprehensive Master Plan** – The request is consistent with the City of Aventura’s Comprehensive Plan. The future land use designation for the parcel is Business and Office.

**Citizen Comments** - The Community Development Department has received no written citizen comments as of the date of writing of this report.

**Community Development Department Analysis** – The applicant wishes to serve and sell wine, champagne and beer for on-premises consumption only in conjunction with food service and in sealed containers for off-premises consumption at its kiosk in the Aventura Mall. Section 4.2 of the City Code provides that:

*“(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 here, 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 or 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 ...”*

A liquor survey is required to show spacing and distance to other establishments with an alcoholic beverage use and to religious facilities and schools. The applicant has submitted the liquor survey attached as Exhibit #6. The survey reveals three (3) establishments with an alcoholic beverage use (and not one of the uses excepted from the spacing requirements of the City Code listed below) within 1,500 feet, two (2) religious facilities and three (3) learning centers within 2,500 feet.

Subsection (e) of Section 4.2 provides for exceptions to spacing and distance requirements for private clubs, restaurants in the B1 and B2 zoning districts, cocktail lounges in restaurants, beer and wine sold as a grocery item, bowling alleys, hotels and motels, golf course clubhouses, tour boats, tennis clubs and not-for-profit theatres with live performances.

The applicant’s place of business does not meet the distance and spacing requirements and the use is not one of the exceptions in the subsection (e); therefore, conditional use approval is required to comply with Section 4.2(a) above.

### **Criteria**

The following is staff’s evaluation of the proposed use using the criteria for approval of conditional uses found in Section 31-73(c) of the City’s Land Development Regulations.

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

The request is consistent with the City of Aventura Comprehensive Plan. The future land use designation for this parcel is Business and Office.

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

The establishment, maintenance and operation of the proposed service and sale of wine, champagne and beer will not be detrimental to or endanger the public health, safety or general welfare. The conditions that on-premises consumption of the alcoholic beverage will be made only in conjunction with food service and that the use may be terminated by the City Manager if the use creates a disturbance or is operated

in violation of the conditions of this approval will provide safeguards to ensure that the use will not be detrimental.

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

The immediate neighborhood of the proposed use is comprised of retail, restaurant, office, hotel, commercial and medium and high density residential uses. The proposed use is consistent with the community character of the immediate neighborhood.

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

The site is developed. The proposed use will not change the current levels of service required. Utilities, roadway capacity, drainage and other necessary public facilities, including police, fire and emergency services exist at the City's adopted levels of service or will be available concurrent with demand as provided for in the City's Land Development Regulations.

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

The site is developed. Adequate measures have been taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets. Ingress and egress to the Aventura Mall is existing on Biscayne Boulevard, Aventura Boulevard and West Country Club Drive.

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

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

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

The proposed use is underneath the escalator/stairway at the Piazza entrance to the Aventura Mall and will have no visual or other adverse affects on adjacent property.



VIA HAND – DELIVERY

March 16, 2015

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

Re: Beluga Bar, Inc. d/b/a Beluga Caviar Bar – Conditional Use for Sale and Service of Alcoholic Beverages

Ladies and Gentlemen:

Beluga Bar, Inc. signed a lease on December 15, 2014 and recently began conducting business at Kiosk No. K2000 in the Aventura Mall, selling caviar products, salmon products and other gourmet foods for on Premises consumption. We are desirous of securing an alcoholic beverage license to dispense wine, champagne and select beer to our customers in accordance with the Lease Agreement which allows us to serve alcohol for on Premises consumption, provided that it is only sold in conjunction with the sale of a food product. Accordingly, wine, champagne, and select beer products will be offered to customers for tasting while they are sampling caviar and other gourmet foods from time to time. Also, wine, champagne and select beer will be offered for sale in conjunction of the sale of food products from our menu.

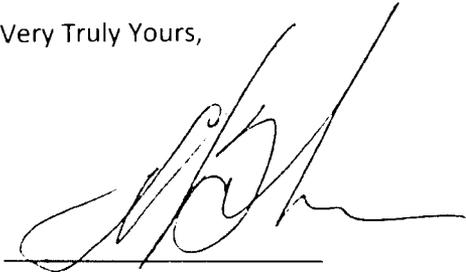
The Kiosk has 18 seats situated around an elegant horseshoe shaped bar area made of hand crafted marble. The business will be conducted with the following limitations:

1. Inasmuch, as the Beluga Bar, Inc. does not have an existing 2COP license, we will have to secure such with the State of Florida. Tastings and Sales will be limited to wine, champagne and select imported beer only for customers seated at the Premises for on Premises consumption.
2. Since we are exclusively offering “high end” products including caviar and foie gras, the wine, champagne, and beer offered will be at the upper end of the spectrum in both quality and price.
3. The brands of wine, champagne and beer will be exclusive and extremely limited.
4. Customers will not be permitted to remove glasses from the Kiosk.

5. We will conduct Responsible Vendor Training pursuant to Florida Statutes to ensure no sales are made to any underage customers or to customers who may have been over served at other establishments.

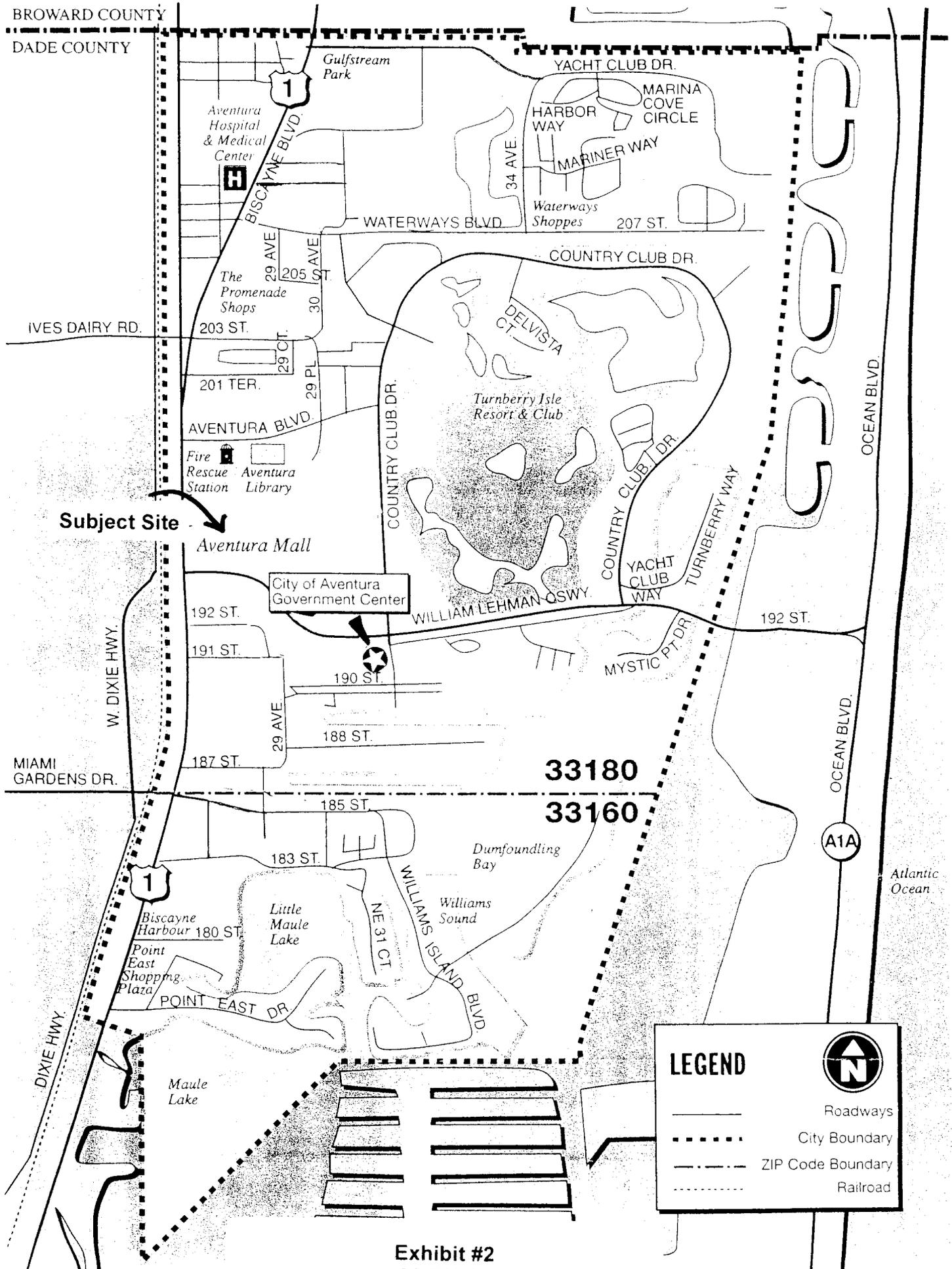
We are willing to accept a limitation on any approval to include the above and the aforementioned alcoholic beverages will only be served in conjunction with our gourmet food products.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Mark Zaslavsky', written over a horizontal line.

Mark Zaslavsky, President

BROWARD COUNTY  
DADE COUNTY



**Subject Site**

City of Aventura  
Government Center

33180  
33160

**LEGEND**

- Roadways
- City Boundary
- ZIP Code Boundary
- Railroad

**Exhibit #2**  
**03-CU-15**

## **LEGAL DESCRIPTION**

### **PARCEL 1:**

TRACT "R", OF "AVENTURA SIXTH ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

### **PARCEL 2:**

A PORTION OF TRACT "Q" OF "AVENTURA SIXTH ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 52 SOUTH, RANGE 42 EAST, DADE COUNTY, FLORIDA; THENCE NORTH 87 DEGREES 27'29" EAST, ALONG THE NORTH LINE OF SAID SECTION 3 FOR 875.83 FEET TO A POINT ON THE CENTERLINE OF AVENTURA BOULEVARD AS SHOWN ON SAID PLAT OF "AVENTURA SIXTH ADDITION"; THENCE SOUTH 02 DEGREES 32'31" EAST FOR 73.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "Q"; THENCE SOUTH 87 DEGREES 27'29" WEST, ALONG THE NORTH LINE OF SAID TRACT "Q" FOR 12.60 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 35'24" FOR AN ARC DISTANCE OF 78.18 FEET TO THE POINT OF TANGENCY BEING ON THE WESTERLY LINE OF TRACT "H" OF "AVENTURA FOURTH ADDITION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 116, PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE SOUTH 02 DEGREES 07'55" EAST ALONG THE WESTERLY LINE OF SAID TRACT "H" FOR 423.52 FEET; THENCE NORTH 87 DEGREES 52'05" EAST FOR 26.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE NORTH 87 DEGREES 52'05" EAST FOR 148.00 FEET; THENCE NORTH 42 DEGREES 52'05" EAST FOR 56.57 FEET; THENCE NORTH 02 DEGREES 07'55" WEST FOR 31.63 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 72 DEGREES 28'48.8" FOR AN ARC DISTANCE OF 411.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 70 DEGREES 20'53.8" EAST FOR 122.00 FEET; THENCE NORTH 25 DEGREES 20'53.8" EAST FOR 58.66 FEET; THENCE NORTH 25 DEGREES 53'40" WEST FOR 94.96 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "Q", SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND BEARS SOUTH 21 DEGREES 19'21" EAST FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE NORTHERLY LINE OF SAID TRACT "Q", HAVING A RADIUS OF 1505.40 FEET AND A CENTRAL ANGLE OF 04 DEGREES 34'19" FOR AN ARC DISTANCE OF 120.12 FEET; THENCE SOUTH 25 DEGREES 53'40" EAST FOR 117.40 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST AND BEARS NORTH 46 DEGREES 09'58" WEST FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 65 DEGREES 24'26" FOR AN ARC DISTANCE OF 570.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 23 DEGREES 10'58" FOR AN ARC DISTANCE OF 50.58 FEET; THENCE SOUTH 13 DEGREES 08'55" EAST FOR 10.62 FEET; THENCE NORTH 76 DEGREES 51'05" EAST FOR 342.85 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS SOUTH 81 DEGREES 39'40" WEST FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 04

DEGREES 48'35" FOR AN ARC DISTANCE OF 68.00 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 13 DEGREES 08'55" EAST FOR 469.40 FEET; THENCE NORTH 87 DEGREES 19'28" EAST FOR 111.00 FEET (THE LAST EIGHT (8) COURSES BEING ALONG THE BOUNDARY OF SAID TRACT "Q"); THENCE SOUTH 02 DEGREES 40'32" EAST FOR 42.00 FEET; THENCE NORTH 87 DEGREES 19'28" EAST FOR 123.00 FEET; THENCE SOUTH 02 DEGREES 40'32" EAST FOR 20.00 FEET; THENCE NORTH 87 DEGREES 19'28" EAST FOR 74.00 FEET; THENCE SOUTH 02 DEGREES 40'32" EAST FOR 639.08 FEET; THENCE NORTH 86 DEGREES 44'34" EAST FOR 42.00 FEET; THENCE SOUTH 02 DEGREES 40'32" EAST FOR 116.48 FEET; THENCE NORTH 81 DEGREES 11'29" EAST FOR 294.34 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS SOUTH 81 DEGREES 11'29" WEST FOR THE CENTER OF SAID CURVE, SAID POINT ALSO BEING ON THE EAST LINE OF SAID TRACT "R", AS SHOWN ON SAID PLAT OF "AVENTURA SIXTH ADDITION"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG THE EAST LINE OF SAID TRACT "Q", HAVING FOR ITS ELEMENTS A RADIUS OF 4656.66 FEET AND A CENTRAL ANGLE OF 6 DEGREES 38'08" FOR 539.29 FEET; THENCE NORTH 69 DEGREES 17'55" WEST FOR 25.00 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID POINT BEARS SOUTH 69 DEGREES 18'08" EAST FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 64 DEGREES 25'24" FOR AN ARC DISTANCE OF 33.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 85 DEGREES 07'16" WEST FOR 87.61 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 92 DEGREES 56'22" FOR AN ARC DISTANCE OF 48.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 555.00 FEET AND A CENTRAL ANGLE OF 24 DEGREES 44'30" FOR AN ARC DISTANCE OF 239.66 FEET; THENCE SOUTH 60 DEGREES 00'00" WEST FOR 30.86 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID POINT BEARS SOUTH 79 DEGREES 11'39" EAST FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET AND A CENTRAL ANGLE OF 48 DEGREES 00'00" FOR AN ARC DISTANCE OF 113.10 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 726.18 FEET AND A CENTRAL ANGLE OF 29 DEGREES 18'21" FOR AN ARC DISTANCE OF 371.43 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 29 DEGREES 30'00" WEST FOR 331.34 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET AND A CENTRAL ANGLE OF 25 DEGREES 00'00" FOR AN ARC DISTANCE OF 48.00 FEET; THENCE SOUTH 35 DEGREES 30'00" EAST RADIAL TO THE LAST DESCRIBED CURVE FOR 31.98 FEET; THENCE SOUTH 29 DEGREES 58'54" WEST FOR 92.90 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID POINT BEARS SOUTH 07 DEGREES 29'11" WEST FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 555.00 FEET AND A CENTRAL ANGLE OF 54 DEGREES 56'22" FOR AN ARC DISTANCE OF 532.17 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 84 DEGREES 24'26" FOR AN ARC DISTANCE OF 51.56 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 53 DEGREES 02'45" EAST FOR 0.31 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 522.50 FEET AND A CENTRAL ANGLE OF 27 DEGREES 32'27" FOR AN ARC DISTANCE OF 251.15 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 125 DEGREES 32'55" FOR AN ARC DISTANCE OF 10.96 FEET; THENCE SOUTH 45 DEGREES 02'32" EAST FOR 25.00 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "Q", SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH AND BEARS SOUTH 11 DEGREES 34'12" EAST FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG THE SOUTH LINE

OF SAID TRACT "Q" HAVING A RADIUS OF 5594.58 FEET AND A CENTRAL ANGLE OF 04 DEGREES 13'04" FOR AN ARC DISTANCE OF 411.84 FEET; THENCE SOUTH 73 DEGREES 10'52" WEST ALONG THE SOUTH LINE OF SAID TRACT "Q" FOR 193.18 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCENTRIC WITH THE LAST DESCRIBED CURVE, SAID POINT BEARS SOUTH 05 DEGREES 24'45" EAST FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5629.58 FEET AND A CENTRAL ANGLE OF 01 DEGREES 01'21" FOR AN ARC DISTANCE OF 100.46 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS SOUTH 06 DEGREES 00'16" WEST FROM THE CENTER OF SAID CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1070.17 FEET AND A CENTRAL ANGLE OF 27 DEGREES 09'18" FOR AN ARC DISTANCE OF 507.20 FEET TO THE POINT OF TANGENCY; THENCE NORTH 56 DEGREES 50'26" WEST FOR 488.24 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1221.67 FEET AND A CENTRAL ANGLE OF 23 DEGREES 12'04" FOR AN ARC DISTANCE OF 494.70 FEET; THENCE NORTH 11 DEGREES 19'21" WEST FOR 10.69 FEET; THENCE NORTH 09 DEGREES 46'52" EAST FOR 73.41 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS SOUTH 09 DEGREES 46'52" WEST FROM THE CENTER OF SAID CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 78 DEGREES 05'13" FOR AN ARC DISTANCE OF 374.79 FEET TO THE POINT OF TANGENCY; THENCE NORTH 02 DEGREES 07'55" WEST FOR 200.00 FEET; THENCE NORTH 47 DEGREES 07'55" WEST FOR 56.57 FEET; THENCE SOUTH 87 DEGREES 52'05" WEST FOR 148.00 FEET; THENCE NORTH 02 DEGREES 07'55" WEST FOR 90.00 FEET ;THENCE NORTH 87 DEGREES 52'05" EAST FOR 148.00 FEET; THENCE NORTH 42 DEGREES 52'05" EAST FOR 56.57 FEET; THENCE NORTH 02 DEGREES 07'55" WEST FOR 283.37 FEET; THENCE NORTH 47 DEGREES 07'55" WEST FOR 56.57 FEET; THENCE SOUTH 87 DEGREES 52'05" WEST FOR 148.00 FEET; THENCE NORTH 02 DEGREES 07'55" WEST FOR 90.00 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND:**

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 87 DEGREES 27'29" EAST, ALONG THE NORTH LINE OF SAID SECTION 3 FOR 875.83 FEET TO A POINT ON THE CENTERLINE OF AVENTURA BOULEVARD; THENCE SOUTH 02 DEGREES 32'31" EAST FOR 73.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AVENTURA BOULEVARD; THENCE SOUTH 87 DEGREES 27'29" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 12.60 FEET TO A POINT; THENCE 78.18 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CHORD OF 70.45 FEET BEARING SOUTH 42 DEGREES 39'47" WEST TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1), AS SHOWN ON THE PLAT OF "AVENTURA FOURTH ADDITION", AS RECORDED IN PLAT BOOK 116, PAGE 34 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE SOUTH 02 DEGREES 07'55" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1320.72 FEET TO A POINT; THENCE NORTH 87 DEGREES 52'05" EAST FOR A DISTANCE OF 435.30 FEET TO THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING DESCRIPTION; THENCE NORTH 74 DEGREES 30'00" EAST FOR A DISTANCE OF 170.36 FEET TO A POINT; THENCE NORTH 15 DEGREES 30'00" WEST FOR A DISTANCE OF 18.00 FEET TO A POINT; THENCE NORTH 74 DEGREES 30'00" EAST FOR A DISTANCE OF 491.43 FEET TO A POINT; THENCE SOUTH 60 DEGREES 30'00" EAST FOR A DISTANCE OF 380.10 FEET TO A POINT; THENCE SOUTH 29 DEGREES 30'00" WEST FOR A DISTANCE OF 6.62 FEET TO A POINT; THENCE SOUTH 60 DEGREES 30'00" EAST FOR A DISTANCE OF 94.67 FEET TO A POINT; THENCE SOUTH 29 DEGREES 30'00" WEST FOR A DISTANCE OF 78.54 FEET TO A POINT; THENCE SOUTH 60 DEGREES 30'00" EAST FOR A DISTANCE OF 31.21 FEET TO A

POINT; THENCE SOUTH 15 DEGREES 30'00" EAST FOR A DISTANCE OF 510.00 FEET TO A POINT; THENCE SOUTH 74 DEGREES 30'00" WEST FOR A DISTANCE OF 64.02 FEET TO A POINT; THENCE SOUTH 25 DEGREES 00'00" WEST FOR A DISTANCE OF 85.78 FEET TO A POINT; THENCE NORTH 65 DEGREES 00'00" WEST FOR A DISTANCE OF 162.20 FEET TO A POINT; THENCE 320.42 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 2250.00 FEET AND A CHORD OF 320.15 FEET AND BEARING NORTH 60 DEGREES 55'13" WEST TO A POINT; THENCE NORTH 56 DEGREES 50'26" WEST FOR A DISTANCE OF 325.26 FEET TO A POINT; THENCE NORTH 49 DEGREES 47'23.6" WEST FOR A DISTANCE OF 485.32 FEET TO THE PRINCIPAL POINT AND PLACE OF BEGINNING.

**FURTHER LESS & EXCEPTING** FROM PARCEL 2 THE FOLLOWING DESCRIBED LANDS CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, BY SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 17502, PAGE 4216 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TO-WIT:

THOSE PORTIONS OF TRACT "Q", AVENTURA SIXTH ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 120, PAGE 20, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SECTION 3, TOWNSHIP 52 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT "Q"; THENCE ALONG THE WEST LINE OF SAID TRACT "Q", FOR THE FOLLOWING THREE (3) COURSES, (1) NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 29.240 METERS (95.93 FEET); (2) THENCE NORTH 01 DEGREES 28'13" EAST, A DISTANCE OF 43.775 METERS (143.62 FEET); (3) NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 82.872 METERS (271.89 FEET) TO REFERENCE POINT "A" AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 27.432 METERS (90.00 FEET); THENCE NORTH 87 DEGREES 53'07" EAST, A DISTANCE OF 0.457 METERS (1.50 FEET); THENCE SOUTH 02 DEGREES 07'21" EAST, A DISTANCE OF 27.432 METERS (90.00 FEET); THENCE SOUTH 87 DEGREES 53'07" WEST, A DISTANCE OF 0.457 METERS (1.50 FEET) TO THE POINT OF BEGINNING.

AND

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT "A"; THENCE ALONG THE WEST LINE OF SAID TRACT "Q", FORTH FOLLOWING FIVE (5) COURSES, (1) NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 27.432 METERS (90.00 FEET); (2) THENCE NORTH 14 DEGREES 48'10" WEST, A DISTANCE OF 12.497 METERS (41.00 FEET); (3) NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 15.246 METERS (50.02 FEET); (4) THENCE NORTH 01 DEGREES 50'16" EAST, A DISTANCE OF 39.719 METERS (130.31 FEET); (5) THENCE NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 43.721 METERS (143.44 FEET) TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 27.432 METERS (90.00 FEET); THENCE NORTH 87 DEGREES 53'01" EAST, A DISTANCE OF 0.457 METERS (1.50 FEET); THENCE SOUTH 02 DEGREES 07'21" EAST, A DISTANCE OF 27.432 METERS (90.00 FEET); THENCE SOUTH 87 DEGREES 53'01" WEST, A DISTANCE OF 0.457 METERS (1.50 FEET) TO THE POINT OF BEGINNING.

**PARCEL 3:**

ALL THOSE CERTAIN PLOTS, PIECES OR PARCELS OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

**"QUADRANT D"**

A PORTION OF TRACT "Q" OF "AVENTURA SIXTH ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF TRACT "R" OF SAID PLAT OF "AVENTURA SIXTH ADDITION", SAID POINT BEING ON A CURVE CONCAVE TO THE N.E.; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WEST COUNTRY CLUB DRIVE FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 4656.66 FEET AND A CENTRAL ANGLE OF 6 DEGREES 38'08" FOR 539.29 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; (2) THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 4656.66 FEET AND A CENTRAL ANGLE OF 2 DEGREES 49'41" FOR 229.85 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1275.14 FEET AND A CENTRAL ANGLE OF 9 DEGREES 32'14" FOR 212.25 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 50.0 FEET AND A CENTRAL ANGLE OF 86 DEGREES 09'34" FOR 75.19 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5594 .58 FEET AND A CENTRAL ANGLE OF 1 DEGREE 00'20" FOR 98.19 FEET TO A POINT; THENCE N 45 DEGREES 02'32" W FOR 25.00 FEET TO A POINT ON A CURVE TO THE LEFT, SAID POINT BEARS S 45 DEGREES 02'32" E FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 125 DEGREES 32'55" FOR 10.96 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 522.50 FEET AND A CENTRAL ANGLE OF 27 DEGREES 32'27" FOR 251.15 FEET TO A POINT OF TANGENCY; THENCE N 53 DEGREES 02'45" W FOR 0.31 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 84 DEGREES 24'26" FOR 51.56 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 555.0 FEET AND A CENTRAL ANGLE OF 54 DEGREES 56'22" FOR 532.17 FEET TO A POINT ON SAID CURVE, SAID POINT BEARS S 7 DEGREES 29'11" W FROM THE CENTER OF SAID CURVE; THENCE N 29 DEGREES 58'54" E FOR 92.90 FEET; THENCE N 35 DEGREES 30'00" W FOR 31.98 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 110.0 FEET AND A CENTRAL ANGLE OF 25 DEGREES 00'00" FOR 48.00 FEET TO A POINT OF TANGENCY; THENCE N 29 DEGREES 30'00" E FOR 331.34 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 726.18 FEET AND A CENTRAL ANGLE OF 29 DEGREES 18'21" FOR 371.43 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 135.0 FEET AND A CENTRAL ANGLE OF 48 DEGREES 00'00" FOR 113.10 FEET TO A POINT ON SAID CURVE; THENCE N 60 DEGREES 00'00" E FOR 30.86 FEET TO A POINT ON A CURVE TO THE RIGHT, SAID POINT BEARS N 63 DEGREES 19'08" EAST FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 555.0 FEET AND A CENTRAL ANGLE OF 24 DEGREES 44'30" FOR 239.66 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 30.0 FEET AND A CENTRAL ANGLE OF 92 DEGREES

56'22" FOR 48.66 FEET TO A POINT OF TANGENCY; THENCE N 85 DEGREES 07'16" E FOR 87.61 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 30.0 FEET AND A CENTRAL ANGLE OF 64 DEGREES 25'24" FOR 33.73 FEET TO A POINT ON SAID CURVE; THENCE S 69 DEGREES 17'55" E FOR 25.0 FEET TO THE POINT OF BEGINNING.

**PARCEL 4:**

A PORTION OF TRACT "Q" OF AVENTURA SIXTH ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 120, PAGE 20, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "R" OF SAID PLAT OF AVENTURA SIXTH ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 120, PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02 DEGREES 40' 32" WEST, ALONG THE WEST BOUNDARY LINE OF SAID TRACT "R" AND ALONG THE BOUNDARY LINE OF SAID TRACT "Q", FOR 116.48 FEET TO THE **POINT OF BEGINNING** OF THE HEREINAFTER DESCRIBED PROPERTY; THENCE CONTINUE NORTH 02 DEGREES 40' 32" WEST, ALONG THE PREVIOUSLY DESCRIBED LINE OF 700.65 FEET; THENCE SOUTH 87 DEGREES 19' 28" WEST, ALONG THE BOUNDARY LINE OF SAID TRACT "Q", FOR 239.00 FEET; THENCE SOUTH 02 DEGREES 40'32" EAST FOR 42.00 FEET; THENCE NORTH 87 DEGREES 19'28" EAST FOR 123.00 FEET; THENCE SOUTH 02 DEGREES 40'32" EAST FOR 20.00 FEET; THENCE NORTH 87 DEGREES 19'28" EAST FOR 74.00 FEET; THENCE SOUTH 02 DEGREES 40'32" EAST, ALONG A LINE 42.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT "R", FOR 639.08 FEET; THENCE NORTH 86 DEGREES 44'34" EAST FOR 42.00 FEET TO THE POINT OF BEGINNING.

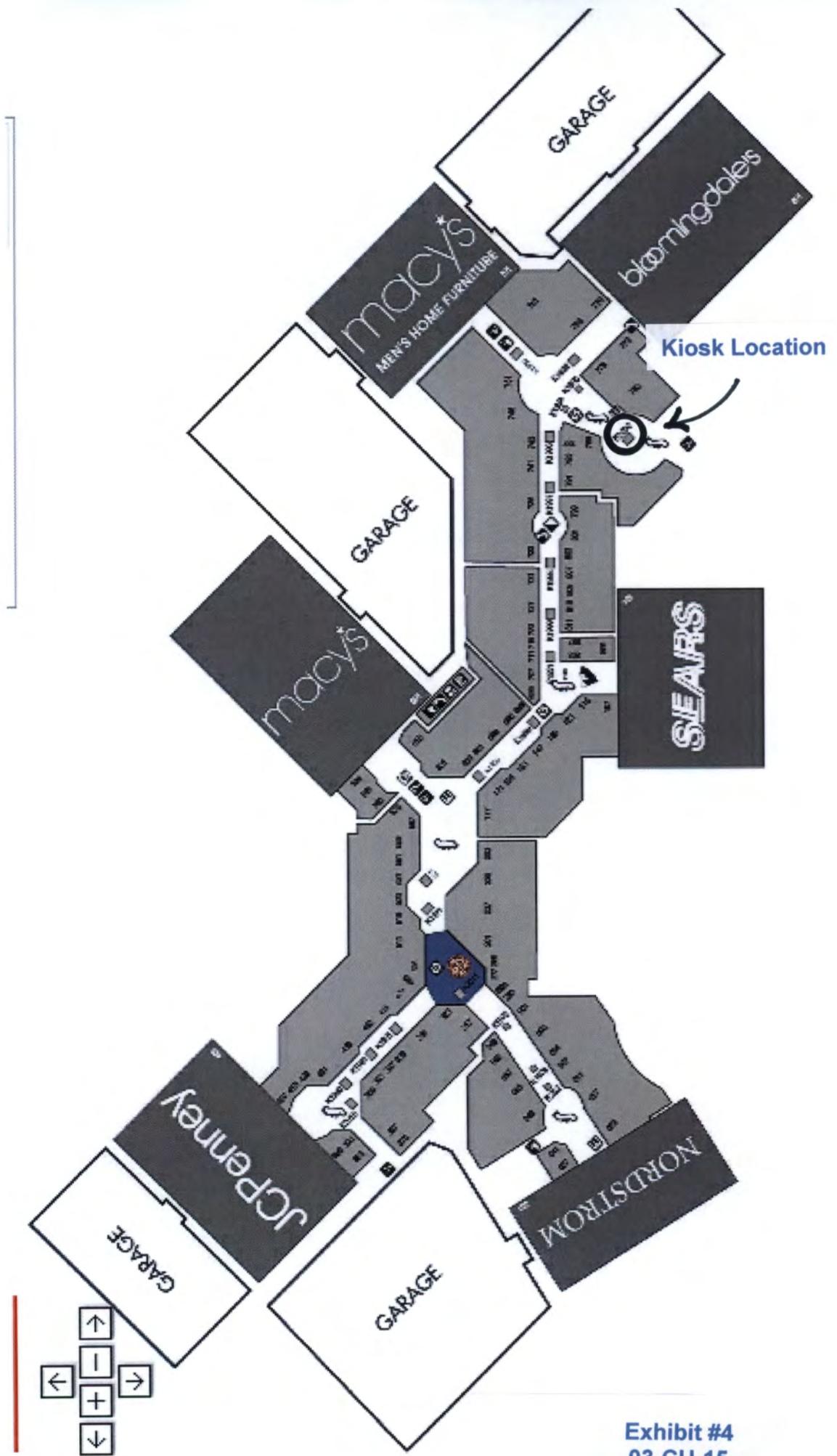
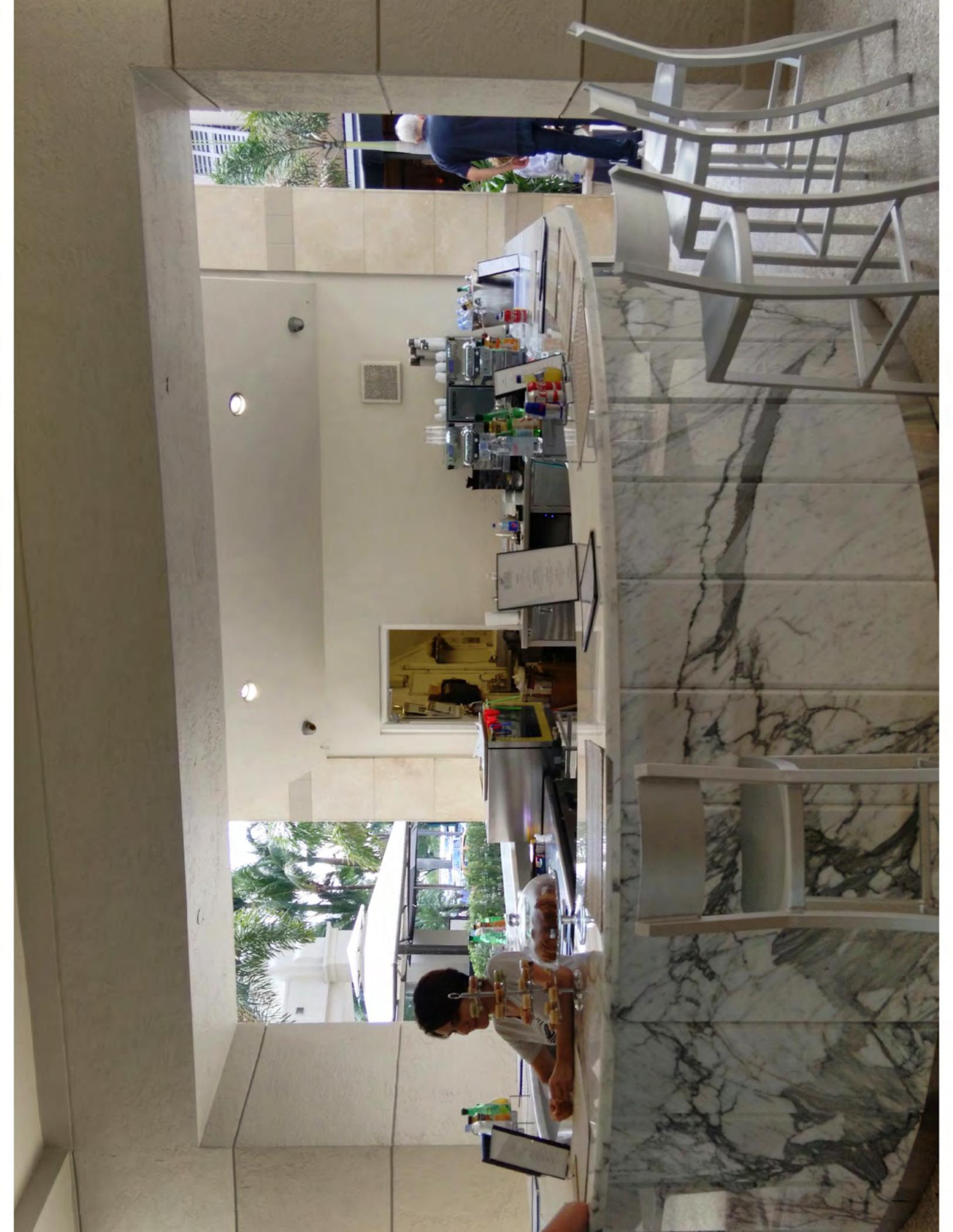


Exhibit #4  
03-CU-15







|   |  |   |
|---|--|---|
| <b>ALLSTATE SURVEYING, LLC</b>  | <b>PROPERTY LOCATION MAP</b>   | <b>PROUDLY SERVICING ALL OF FLORIDA</b>   |
|   |    |  |
| DATE : 03/18/2015      FILE NUMBER: CAM.PO.03-15  | PROPERTY ADDRESS : 19501 BISCAYNE BOULEVARD UNIT K2000, AVENTURA, FL 33180   |   |
| CERTIFICATIONS :  | LEGAL DESCRIPTION :  | COUNTY : MIAMI-DADE   |
| BELUGA BAR, INC.  | A PORTION OF TRACT "Q" OF AVENTURA SIXTH ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 120, AT PAGE 20 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. |   |
| <b>FLOOD INFORMATION:</b><br>COMMUNITY NUMBER: 120676<br>PANEL NUMBER: 12086C0134<br>DATE OF INDEX: 09/11/2009      SUFFIX: L<br>FLOOD ZONE: AE      BASE FLOOD ELEV: 7.0 |   |   |

|                                     |                       |
|-------------------------------------|-----------------------|
| <b>LEGEND &amp; ABBREVIATIONS :</b> | <b>GENERAL NOTES:</b> |
|-------------------------------------|-----------------------|

- |   |  |
|---|--|
| <p>A/C.....AIR CONDITIONER<br/>         BM.....BENCHMARK<br/>         (C).....CALCULATED<br/>         C.G.....CONCRETE GUTTER OR VALLEYED GUTTER<br/>         C &amp; G.....CURB &amp; GUTTER<br/>         CH.....CHORD<br/>         C.M.E.....CANAL MAINTENANCE EASEMENT<br/>         CNA.....CORNER NOT ACCESSIBLE<br/>         CONC.....CONCRETE<br/>         D.....DELTA (CENTRAL ANGLE)<br/>         D.E.....DRAINAGE EASEMENT<br/>         EOP.....EDGE OF PAVEMENT<br/>         FC.....FENCE CORNER<br/>         FDH.....FOUND DRILL HOLE<br/>         FE.....FENCE ENDS<br/>         F.F.....FINISHED FLOOR<br/>         FIP/FIR.....FOUND IRON PIPE/ROD<br/>         FN.....FOUND NAIL<br/>         FN&amp;D.....FOUND NAIL AND DISC<br/>         F.P.K.N.....FOUND PARKER KALON NAIL<br/>         I.D.....SURVEYOR'S IDENTIFICATION<br/>         CHATT.....CHATTAHOOCHEE, EPOXY-STONE</p> <p>L.....LENGTH<br/>         L.A.E.....LIMITED ACCESS EASEMENT<br/>         L.M.E.....LAKE MAINTENANCE EASEMENT<br/>         (M).....MEASURE<br/>         O/S.....OFFSET<br/>         (P).....PLAT<br/>         P.C.....POINT OF CURVATURE<br/>         P.C.C.....POINT OF COMPOUND CURVATURE<br/>         PL.....PLANTER<br/>         P.O.B.....POINT OF BEGINNING<br/>         P.O.C.....POINT OF COMMENCEMENT<br/>         P.R.C.....POINT OF REVERSE CURVATURE<br/>         P.R.M.....PERMANENT REFERENCE MONUMENT<br/>         P.T.....POINT OF TANGENCY<br/>         R.....RADIUS<br/>         (R).....RECORD<br/>         R/W.....RIGHT-OF-WAY<br/>         SIR.....SET 1/2" IRON ROD<br/>         SND.....SET NAIL AND DISC<br/>         (TYP.).....TYPICAL<br/>         U.E.....UTILITY EASEMENT<br/>         W.E.....WATER'S EDGE</p> <p>POINTS OF INTEREST<br/>         (A) SPECIFIES POINT OF INTEREST<br/>         (B) SPECIFIES POINT OF INTEREST</p> | <p>OVERHEAD CABLES(OH)<br/>         OH<br/>         POLY/VINYLCHLORIDE FENCE (PVCF)<br/>         WIRE OR CHAIN LINK FENCE (CLF)<br/>         WOOD FENCE (WF)<br/>         METAL FENCE (MF)<br/>         MASONRY OR CONCRETE BLOCK WALL<br/>         CONCRETE<br/>         OVERHANG(O/H) OR ROOF</p> <p>COMMUNICATIONS BOX<br/>         CATCH BASIN<br/>         SEWER MANHOLE<br/>         UTILITY POLE (UP)<br/>         LIGHT POLE (LP)<br/>         WATER METER (WM)<br/>         UTILITY ANCHOR<br/>         FIRE HYDRANT (FH)<br/>         CENTER LINE<br/>         PROPERTY LINE<br/>         WATER VALVE / CLEANOUT<br/>         ELEVATRIC METER (EM)<br/>         ELECTRIC BOX (FPL)<br/>         HANDICAP PARKING (HCP)<br/>         PLANTER OR PLANTED</p> <p>0.00' ELEVATION MARKER<br/>         TREE (SIZE/ TYPE)<br/>         TREE (SIZE/ TYPE)<br/>         TREE (SIZE/ TYPE)<br/>         TREE (SIZE/ TYPE)</p> |
|---|--|

THIS IS A COPYRIGHT DOCUMENT CONTAINING PROPRIETARY INFORMATION AND IS NOT WARRANTED BY ALLSTATE SURVEYING, LLC. OR THE SIGNING SURVEYOR WHEN COPIED BY OTHERS.

**UNLESS OTHERWISE SHOWN HEREON, THE FOLLOWING NOTES APPLY:**

- \* RECORD AND MEASURED CALLS ARE IN SUBSTANTIAL AGREEMENT AND POINTS ARE WITHIN 0.10' POSITIONAL TOLERANCE.
- \* THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT AND THE SAME, IF ANY MAY NOT BE SHOWN ON THIS SKETCH.
- \* UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- \* ELEVATIONS ARE BASED ON NGVD 29 OR NAVD 88 AS NOTED ON SKETCH. (FLOOD ZONES: "B", "C", "D" & "X" ARE NOT IN DESIGNATED FLOOD HAZARD ZONE AREA.
- \* FENCE TIES ARE TO THE CENTERLINE OF THE FENCE. FENCE OWNERSHIP NOT DETERMINED BY THIS OFFICE.
- \* WALL TIES ARE TO THE FACE OF THE WALL.
- \* BASIS OF BEARINGS, IF ANY, ARE ASSUMED PER PLAT AND/OR LEGAL DESCRIPTION.
- \* THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE PURPOSE FOR USE AS AN AID IN OBTAINING TITLE INSURANCE ON THE HEREON DESCRIBED PROPERTY. NO ADDITIONAL WARRANTIES ARE HEREBY EXTENDED.
- \* THIS SURVEY IS VALID IN ACCORDANCE WITH F.S. 627.7842 FOR A PERIOD OF 90 DAYS FROM THE DATE OF CERTIFICATION.

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 472.027, OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATION CODE. (c) 2015

BILL H. HYATT JR  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF FLORIDA. LICENSE NUMBER: 4636

SURVEYOR'S SEAL



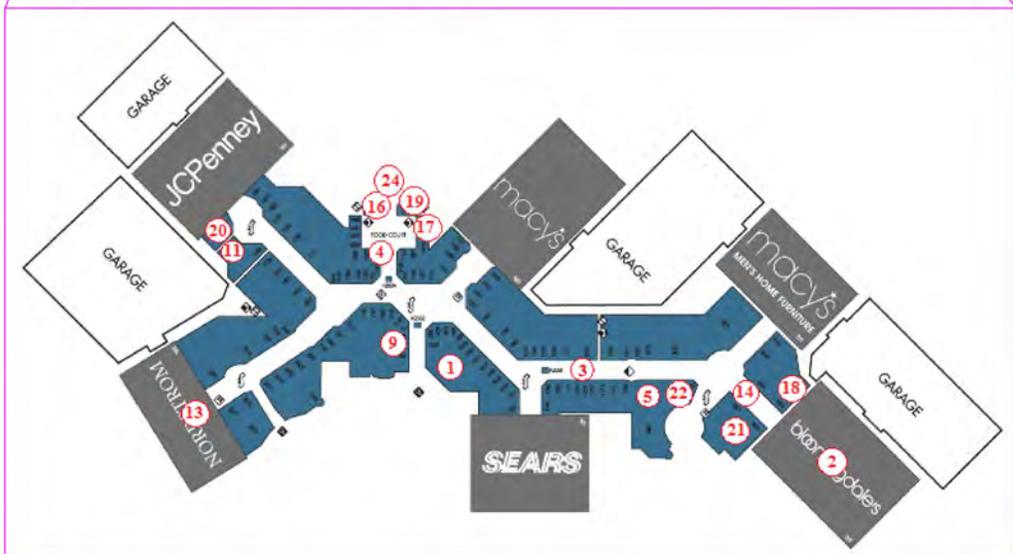
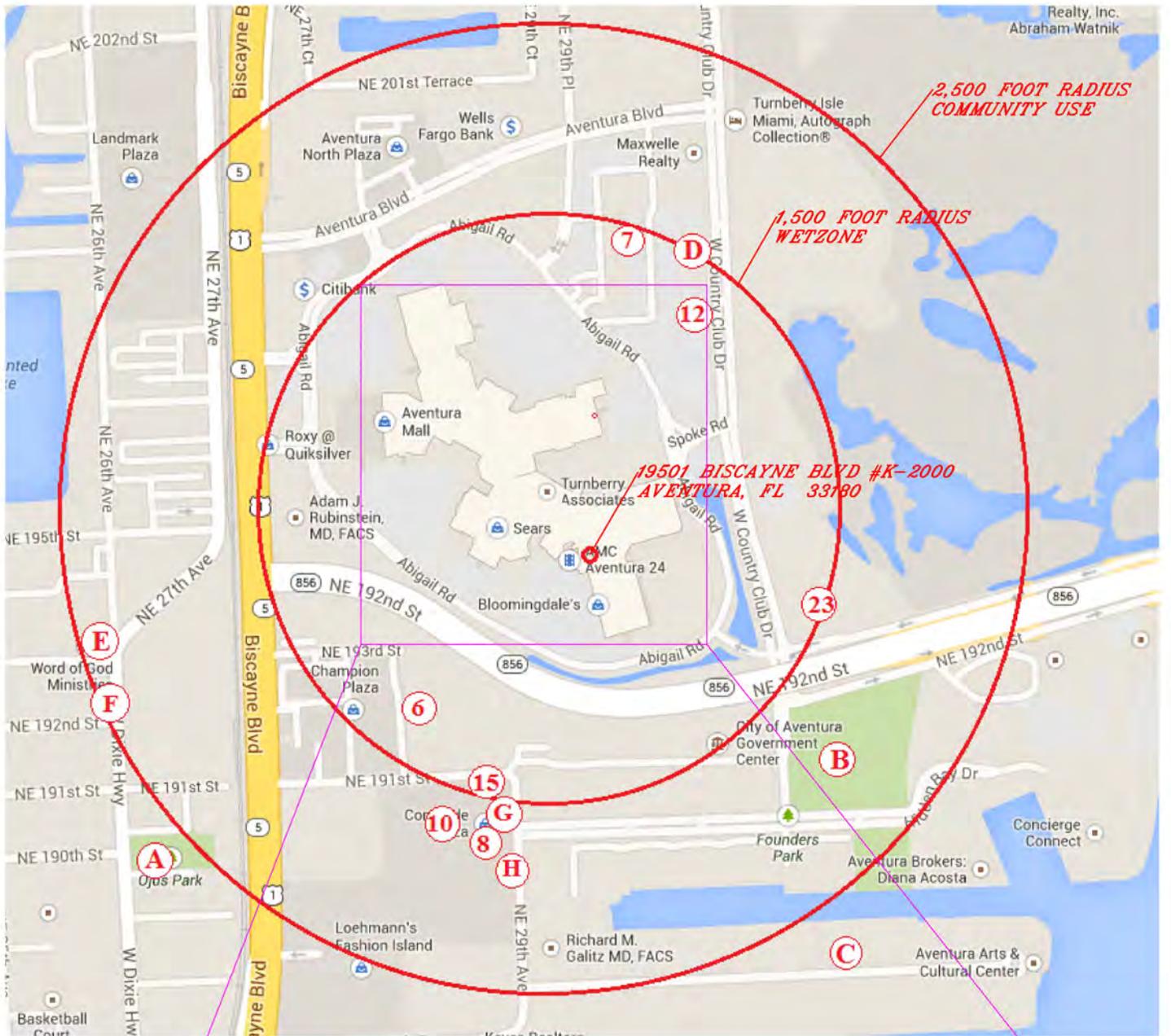
|                        |                         |               |
|------------------------|-------------------------|---------------|
| FIELD DATE: 03/17/2015 | SIGNED DATE: 03/18/2015 | REVISED DATE: |
|------------------------|-------------------------|---------------|



**AllState Surveying**  
 State of the Art Land Surveying & Mapping

Corporate Head Quarters: 4987 N UNIVERSITY DRIVE, LAUDERHILL, FLORIDA 33351





SCALE: 1" = 800'

| COMMUNITY USES: |                                    |   |
|-----------------|------------------------------------|---|
| A               | OJUS PARK                          | 18995 W DIXIE HIGHWAY AVENTURA, FL 33180      |
| B               | FOUNDER'S PARK-                    | 19200 W COUNTRY CLUB DRIVE AVENTURA, FL 33180 |
| C               | AVENTURA CITY OF EXCELLENCE SCHOOL | 3333 NE 188TH STREET AVENTURA, FL 33180       |
| D               | CLASH CHURCH                       | 19900 W COUNTRY CLUB DRIVE AVENTURA, FL 33180 |
| E               | WORD OF GOD MINISTRIES             | 19300 W DIXIE HIGHWAY AVENTURA, FL 33180      |
| F               | HEBREW LEARNING CENTER             | 19210 W DIXIE HIGHWAY AVENTURA, FL 33180      |
| G               | TALK ENGLISH SCHOOL                | 19032 NE 29TH AVENUE AVENTURA, FL 33180       |
| H               | INLINGUA LANGUAGE SCHOOL           | 19020 NE 29TH AVENUE AVENTURA, FL 33180       |

| LIQUOR LICENSES: |                           |  |      |
|------------------|---------------------------|--|------|
| 1                | BELLA LUNA                | 19575 BISCAYNE BOULEVARD #1097 AVENTURA, FL 33180  | 4COP |
| 2                | 59TH & LEX RESTAURANT     | 19555 BISCAYNE BOULEVARD AVENTURA, FL 33180        | 2COP |
| 3                | CAVIAR & MORE             | 19501 BISCAYNE BOULEVARD #K1999 AVENTURA, FL 33180 | 2COP |
| 4                | CHE PASTA AT AVENTURA     | 19575 BISCAYNE BOULEVARD #1373 AVENTURA, FL 33180  | 2COP |
| 5                | CHEESECAKE FACTORY        | 19501 BISCAYNE BOULEVARD #791 AVENTURA, FL 33180   | 4COP |
| 6                | COURTYARD BY MARRIOTT     | 2825 NE 191ST STREET AVENTURA, FL 33180            | 4COP |
| 7                | CVS PHARMACY              | 2974 AVENTURA ROAD AVENTURA, FL 33180              | 2APS |
| 8                | FRESKO                    | 19048 NE 29TH AVENUE AVENTURA, FL 33180            | 2COP |
| 9                | GRAND LUX CAFE            | 19575 BISCAYNE BOULEVARD AVENTURA, FL 33180        | 4COP |
| 10               | LUCA BELLA                | 19088 NE 29TH AVENUE AVENTURA, FL 33180            | 4COP |
| 11               | MAMA SBARRO PIZZA COMPANY | 19575 BISCAYNE BOULEVARD #1455 AVENTURA, FL 33180  | 2COP |
| 12               | MARRIOTT RESIDENCE INN    | 19900 WEST COUNTRY CLUB DRIVE AVENTURA, FL 33180   | 4COP |
| 13               | NORDSTROM CAFE BISTRO     | 19507 BISCAYNE BOULEVARD AVENTURA, FL 33180        | 2COP |
| 14               | PIACERE NEWS & CAFE       | 19575 BISCAYNE BOULEVARD #K1992 AVENTURA, FL 33180 | 2COP |
| 15               | PIZZA ROMA                | 19090 NE 29TH AVENUE AVENTURA, FL 33180            | 2COP |
| 16               | SALSA GRILL RESTAURANT    | 19575 BISCAYNE BOULEVARD AVENTURA, FL 33180        | 2COP |
| 17               | SHRIMP MARKET             | 19575 BISCAYNE BOULEVARD #1429 AVENTURA, FL 33180  | 2COP |
| 18               | SUSHI SIAM                | 19575 BISCAYNE BOULEVARD #3206 AVENTURA, FL 33180  | 4COP |
| 19               | TANGO GRILL PARRILLADA    | 19575 BISCAYNE BOULEVARD #1425 AVENTURA, FL 33180  | 2COP |
| 20               | THE CHEESE COURSE         | 19575 BISCAYNE BOULEVARD #383 AVENTURA, FL 33180   | 2COP |
| 21               | THE GRILL ON THE ALLEY    | 19501 BISCAYNE BOULEVARD #783 AVENTURA, FL 33180   | 4COP |
| 22               | TRATTORIA ROSALIA         | 19501 BISCAYNE BOULEVARD AVENTURA, FL 33180        | 2COP |
| 23               | VI AT AVENTURA            | 19333 WEST COUNTY CLUB DRIVE AVENTURA, FL 33180    | 4COP |
| 24               | PARADISE CAFE             | 19575 BISCAYNE BOULEVARD #1417 AVENTURA, FL 33180  | 2COP |





# 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>MARK ZASLAUSKY</u>     | <u>STOCKHOLDER</u>   |
| <u>MARK GELMAN</u>        | <u>STOCKHOLDER</u>   |
| <u>RON BOOTE</u>          | <u>ATTORNEY</u>  |
| <u>ALLSTATE SURVEYING</u> | <u>LIDON SURVEY COMPANY</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 9 DAY OF March, 2005.

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]  
(Signature)  
 Name: MARK GELMAN  
(Print)  
 Title: Treas  
 Address: 1000 NW 159TH DR.  
MIAMI GARDENS, FL

OWNER

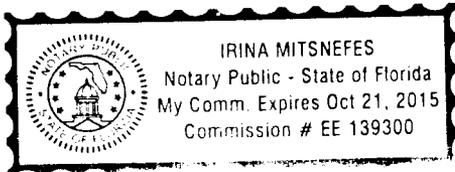
By: [Signature]  
(Signature)  
 Name: MARK ZASLAUSKY  
(Print)  
 Title: PRESIDENT  
 Address: 1000 NW 159TH DR  
MIAMI GARDENS, FL

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared Mark GELMAN 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 9 day of March, 2005

AFFIANT [Signature]  
[Signature]



Notary Public State of Florida At Large  
 Printed Name of Notary Irina Mitsnefes  
 My commission expires: 10.21.2015



# 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 4 DAY OF March, 2005

APPLICANT:

By: \_\_\_\_\_ (Signature)  
Name: MARC ZASLAUSKY (Print)  
Title: PRES (Print)

WITNESS MY HAND THIS 9 DAY OF March, 2005

PROPERTY OWNER:

By: \_\_\_\_\_ (Signature)  
Name: MARC ZASLAUSKY (Print)  
Title: PRES (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

12 01 25

WITNESS MY HAND THIS 9 DAY OF June, 2005

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Mark Zaslansky (Print)

Title: Proca (Print)

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)

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Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)

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By: \_\_\_\_\_ (Signature)

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By: \_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

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

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

1301-24

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Mark Zaslausky 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.

*Mark Zaslausky*  
\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this March day of 200,  
Notary Public - State of Florida  
My Comm. Expires Oct 21, 2015  
Commission # EE 139300

\_\_\_\_\_  
Notary Public State of Florida At Large  
*Irina Motuza*  
Printed Name of Notary  
My commission expires: 10.21.2015

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 200\_.

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

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 200\_.

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

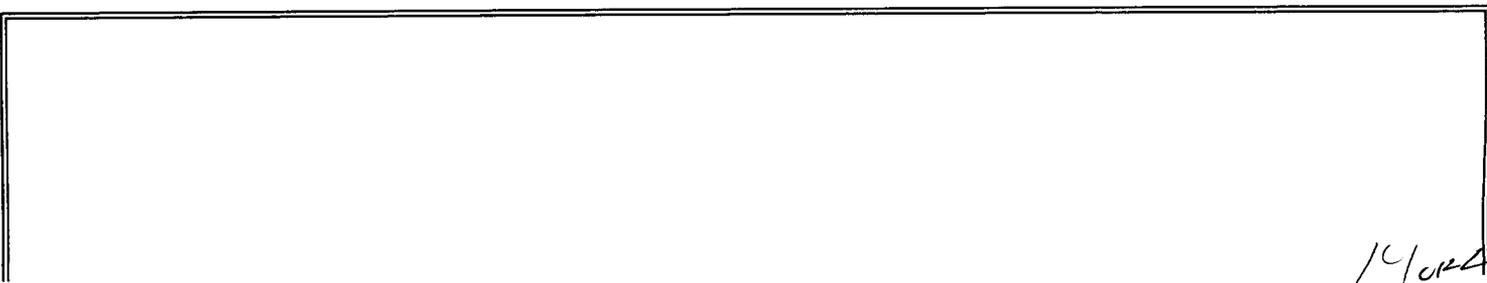
STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 200\_.

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





# 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 8 DAY OF March, 2000.

APPLICANT:

By: [Signature] (Signature)  
 Name: Mark Gelman (Print)  
 Title: TRACS (Print)

WITNESS MY HAND THIS 8 DAY OF March, 2000.

PROPERTY OWNER:

By: [Signature] (Signature)  
 Name: MARK GELMAN (Print)  
 Title: TRACS (Print)

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

150226

WITNESS MY HAND THIS 9 DAY OF MARCH 2015

REPRESENTATIVE - (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)  
Name: Mindy Coleman (Print)  
Title: TRNGAS (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

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Title: \_\_\_\_\_ (Print)

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

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

160426

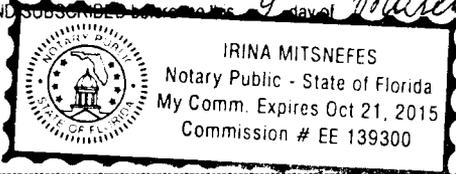
**NOTARIZATION PROVISION**

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

AFFIANT  
*[Signature]*

SWORN TO AND SUBSCRIBED before me this 9 day of March, 2015



*[Signature]*  
Notary Public State of Florida At Large  
Printed Name of Notary IRINA MITSNEFES  
My commission expires 10.21.2015

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Notary Public State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Notary Public State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Notary Public State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires \_\_\_\_\_

170126



# 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 \_\_\_\_\_ 2015.

APPLICANT

By \_\_\_\_\_ (Signature)  
 Name RON BOUT (Print)  
 Title ATTORNEY (Print)

*Renee Patrice Lemonier*  
 3/11/15

WITNESS MY HAND THIS 11 DAY OF March 2015

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

*18 of 20*

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By \_\_\_\_\_ (Signature)

Name Ron Booy (Print)

Title ATTORNEY (Print)

By \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)

Title \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)

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Title \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)

Title \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

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

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

190426

**NOTARIZATION PROVISION**

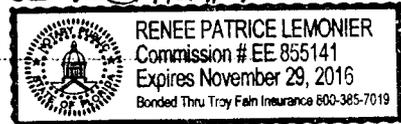
STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Ron Boett 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 11 day of March, 2015

Renee Patrice Lemonier  
Notary Public State of Florida At Large  
Printed Name of Notary Renee Patrice Lemonier  
My commission expires \_\_\_\_\_



STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Notary Public State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Notary Public State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Notary Public State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires \_\_\_\_\_

20 01 26



# BUSINESS RELATIONSHIP AFFIDAVIT\*

This Affidavit is made pursuant to Section 31-71(b)(2)(a) 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 8<sup>th</sup> DAY OF MARCH 2015

### APPLICANT

By [Signature] (Signature)  
Name MIKE LIGAN (Print)  
Title CEO (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 Mike (son) 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 18<sup>th</sup> day of MARCH, 2001.

[Signature]  
Notary Public State of Florida At Large  
ELISA GONZALEZ  
Printed Name of Notary  
My commission expires: JUNE 1, 2015



ELISA GONZALEZ  
MY COMMISSION # EE 098991  
EXPIRES: June 1, 2015  
Bonded Thru Budget Notary Services

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

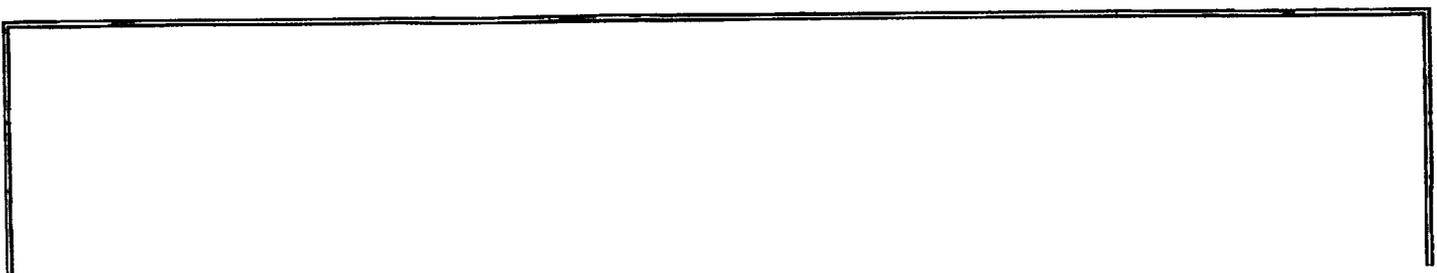
STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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



RESOLUTION NO. 2015-\_\_\_

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL TO PERMIT THE SALE AND SERVICE OF BEER, WINE AND CHAMPAGNE AT THE BELUGA CAVIAR BAR AT KIOSK K-2000 IN THE AVENTURA MALL AT 19501 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the applicant, Beluga Bar Inc., doing business as Beluga Caviar Bar, through Application No. 03-CU-15, is requesting Conditional Use approval to permit the sale and service of beer, wine and champagne at the Beluga Caviar Bar kiosk in the Aventura Mall; 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 the sale and service of beer, wine and champagne at the Beluga Caviar Bar kiosk in the Aventura Mall at 19501 Biscayne Boulevard and legally described as Tract R & Part of Tract Q, Aventura 6<sup>th</sup> Addition more particularly described in Exhibit "A" is hereby granted subject to the following conditions:

1. The applicant shall record a covenant, in form satisfactory to the City Manager and the City Attorney, containing the following restrictions:

- i) Wine, champagne and beer may be sold and served to patrons seated at the kiosk only in conjunction with the service of food.
- ii) Customers will not be permitted to remove the glass of beer, wine or champagne from the kiosk, but may purchase sealed bottles for off-premises consumption pursuant to applicable State licenses.
- iii) This approval is granted exclusively to Beluga Bar Inc., doing business as Beluga Caviar Bar, at Kiosk K-2000 in the Aventura Mall and may not be transferred to another owner and/or operator of the kiosk.
- iv) The applicant's hours of operation shall coincide with the hours of operation of the Aventura Mall.
- v) The applicant shall obtain a 2COP alcoholic beverage license from the State of Florida and begin sales and service of beer, wine and champagne 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.
- vi) The applicant shall conduct Responsible Vendor Training pursuant to Florida Statutes to ensure no sales are made to underage customers or to customers who may have been over-served at other establishments
- vii) The conditional use approval may be terminated in the event the City Manager determines that the approval has created and/or is creating a disturbance to the community or to Mall patrons and/or that the applicant has violated any condition of this approval. The applicant agrees to immediately discontinue sales and service of alcoholic beverages upon written notice to the applicant of such a determination.
- viii) Any discontinuation of the sales and service of beer, wine and champagne for a period of 180 consecutive days shall constitute abandonment and shall rescind this approval.

**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 \_\_\_\_\_, 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 Denise Landman  | _____ |
| Commissioner Marc Narotsky   | _____ |
| Commissioner Robert Shelley  | _____ |
| Commissioner Howard Weinberg | _____ |
| Vice Mayor Teri Holzberg     | _____ |
| Mayor Enid Weisman           | _____ |

**PASSED AND ADOPTED** this 7<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
ENID WEISMAN, MAYOR

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CITY CLERK

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

## **LEGAL DESCRIPTION**

### **PARCEL 1:**

TRACT "R", OF "AVENTURA SIXTH ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

### **PARCEL 2:**

A PORTION OF TRACT "Q" OF "AVENTURA SIXTH ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 52 SOUTH, RANGE 42 EAST, DADE COUNTY, FLORIDA; THENCE NORTH 87 DEGREES 27'29" EAST, ALONG THE NORTH LINE OF SAID SECTION 3 FOR 875.83 FEET TO A POINT ON THE CENTERLINE OF AVENTURA BOULEVARD AS SHOWN ON SAID PLAT OF "AVENTURA SIXTH ADDITION"; THENCE SOUTH 02 DEGREES 32'31" EAST FOR 73.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "Q"; THENCE SOUTH 87 DEGREES 27'29" WEST, ALONG THE NORTH LINE OF SAID TRACT "Q" FOR 12.60 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 35'24" FOR AN ARC DISTANCE OF 78.18 FEET TO THE POINT OF TANGENCY BEING ON THE WESTERLY LINE OF TRACT "H" OF "AVENTURA FOURTH ADDITION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 116, PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE SOUTH 02 DEGREES 07'55" EAST ALONG THE WESTERLY LINE OF SAID TRACT "H" FOR 423.52 FEET; THENCE NORTH 87 DEGREES 52'05" EAST FOR 26.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE NORTH 87 DEGREES 52'05" EAST FOR 148.00 FEET; THENCE NORTH 42 DEGREES 52'05" EAST FOR 56.57 FEET; THENCE NORTH 02 DEGREES 07'55" WEST FOR 31.63 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 72 DEGREES 28'48.8" FOR AN ARC DISTANCE OF 411.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 70 DEGREES 20'53.8" EAST FOR 122.00 FEET; THENCE NORTH 25 DEGREES 20'53.8" EAST FOR 58.66 FEET; THENCE NORTH 25 DEGREES 53'40" WEST FOR 94.96 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "Q", SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND BEARS SOUTH 21 DEGREES 19'21" EAST FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE NORTHERLY LINE OF SAID TRACT "Q", HAVING A RADIUS OF 1505.40 FEET AND A CENTRAL ANGLE OF 04 DEGREES 34'19" FOR AN ARC DISTANCE OF 120.12 FEET; THENCE SOUTH 25 DEGREES 53'40" EAST FOR 117.40 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST AND BEARS NORTH 46 DEGREES 09'58" WEST FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 65 DEGREES 24'26" FOR AN ARC DISTANCE OF 570.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 23 DEGREES 10'58" FOR AN ARC DISTANCE OF 50.58 FEET; THENCE SOUTH 13 DEGREES 08'55" EAST FOR 10.62 FEET; THENCE NORTH 76 DEGREES 51'05" EAST FOR 342.85 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS SOUTH 81 DEGREES 39'40" WEST FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 04

DEGREES 48'35" FOR AN ARC DISTANCE OF 68.00 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 13 DEGREES 08'55" EAST FOR 469.40 FEET; THENCE NORTH 87 DEGREES 19'28" EAST FOR 111.00 FEET (THE LAST EIGHT (8) COURSES BEING ALONG THE BOUNDARY OF SAID TRACT "Q"); THENCE SOUTH 02 DEGREES 40'32" EAST FOR 42.00 FEET; THENCE NORTH 87 DEGREES 19'28" EAST FOR 123.00 FEET; THENCE SOUTH 02 DEGREES 40'32" EAST FOR 20.00 FEET; THENCE NORTH 87 DEGREES 19'28" EAST FOR 74.00 FEET; THENCE SOUTH 02 DEGREES 40'32" EAST FOR 639.08 FEET; THENCE NORTH 86 DEGREES 44'34" EAST FOR 42.00 FEET; THENCE SOUTH 02 DEGREES 40'32" EAST FOR 116.48 FEET; THENCE NORTH 81 DEGREES 11'29" EAST FOR 294.34 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS SOUTH 81 DEGREES 11'29" WEST FOR THE CENTER OF SAID CURVE, SAID POINT ALSO BEING ON THE EAST LINE OF SAID TRACT "R", AS SHOWN ON SAID PLAT OF "AVENTURA SIXTH ADDITION"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG THE EAST LINE OF SAID TRACT "Q", HAVING FOR ITS ELEMENTS A RADIUS OF 4656.66 FEET AND A CENTRAL ANGLE OF 6 DEGREES 38'08" FOR 539.29 FEET; THENCE NORTH 69 DEGREES 17'55" WEST FOR 25.00 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID POINT BEARS SOUTH 69 DEGREES 18'08" EAST FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 64 DEGREES 25'24" FOR AN ARC DISTANCE OF 33.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 85 DEGREES 07'16" WEST FOR 87.61 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 92 DEGREES 56'22" FOR AN ARC DISTANCE OF 48.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 555.00 FEET AND A CENTRAL ANGLE OF 24 DEGREES 44'30" FOR AN ARC DISTANCE OF 239.66 FEET; THENCE SOUTH 60 DEGREES 00'00" WEST FOR 30.86 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID POINT BEARS SOUTH 79 DEGREES 11'39" EAST FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET AND A CENTRAL ANGLE OF 48 DEGREES 00'00" FOR AN ARC DISTANCE OF 113.10 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 726.18 FEET AND A CENTRAL ANGLE OF 29 DEGREES 18'21" FOR AN ARC DISTANCE OF 371.43 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 29 DEGREES 30'00" WEST FOR 331.34 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET AND A CENTRAL ANGLE OF 25 DEGREES 00'00" FOR AN ARC DISTANCE OF 48.00 FEET; THENCE SOUTH 35 DEGREES 30'00" EAST RADIAL TO THE LAST DESCRIBED CURVE FOR 31.98 FEET; THENCE SOUTH 29 DEGREES 58'54" WEST FOR 92.90 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID POINT BEARS SOUTH 07 DEGREES 29'11" WEST FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 555.00 FEET AND A CENTRAL ANGLE OF 54 DEGREES 56'22" FOR AN ARC DISTANCE OF 532.17 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 84 DEGREES 24'26" FOR AN ARC DISTANCE OF 51.56 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 53 DEGREES 02'45" EAST FOR 0.31 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 522.50 FEET AND A CENTRAL ANGLE OF 27 DEGREES 32'27" FOR AN ARC DISTANCE OF 251.15 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 125 DEGREES 32'55" FOR AN ARC DISTANCE OF 10.96 FEET; THENCE SOUTH 45 DEGREES 02'32" EAST FOR 25.00 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "Q", SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH AND BEARS SOUTH 11 DEGREES 34'12" EAST FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG THE SOUTH LINE

OF SAID TRACT "Q" HAVING A RADIUS OF 5594.58 FEET AND A CENTRAL ANGLE OF 04 DEGREES 13'04" FOR AN ARC DISTANCE OF 411.84 FEET; THENCE SOUTH 73 DEGREES 10'52" WEST ALONG THE SOUTH LINE OF SAID TRACT "Q" FOR 193.18 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCENTRIC WITH THE LAST DESCRIBED CURVE, SAID POINT BEARS SOUTH 05 DEGREES 24'45" EAST FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5629.58 FEET AND A CENTRAL ANGLE OF 01 DEGREES 01'21" FOR AN ARC DISTANCE OF 100.46 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS SOUTH 06 DEGREES 00'16" WEST FROM THE CENTER OF SAID CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1070.17 FEET AND A CENTRAL ANGLE OF 27 DEGREES 09'18" FOR AN ARC DISTANCE OF 507.20 FEET TO THE POINT OF TANGENCY; THENCE NORTH 56 DEGREES 50'26" WEST FOR 488.24 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1221.67 FEET AND A CENTRAL ANGLE OF 23 DEGREES 12'04" FOR AN ARC DISTANCE OF 494.70 FEET; THENCE NORTH 11 DEGREES 19'21" WEST FOR 10.69 FEET; THENCE NORTH 09 DEGREES 46'52" EAST FOR 73.41 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS SOUTH 09 DEGREES 46'52" WEST FROM THE CENTER OF SAID CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 78 DEGREES 05'13" FOR AN ARC DISTANCE OF 374.79 FEET TO THE POINT OF TANGENCY; THENCE NORTH 02 DEGREES 07'55" WEST FOR 200.00 FEET; THENCE NORTH 47 DEGREES 07'55" WEST FOR 56.57 FEET; THENCE SOUTH 87 DEGREES 52'05" WEST FOR 148.00 FEET; THENCE NORTH 02 DEGREES 07'55" WEST FOR 90.00 FEET ;THENCE NORTH 87 DEGREES 52'05" EAST FOR 148.00 FEET; THENCE NORTH 42 DEGREES 52'05" EAST FOR 56.57 FEET; THENCE NORTH 02 DEGREES 07'55" WEST FOR 283.37 FEET; THENCE NORTH 47 DEGREES 07'55" WEST FOR 56.57 FEET; THENCE SOUTH 87 DEGREES 52'05" WEST FOR 148.00 FEET; THENCE NORTH 02 DEGREES 07'55" WEST FOR 90.00 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND:**

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 87 DEGREES 27'29" EAST, ALONG THE NORTH LINE OF SAID SECTION 3 FOR 875.83 FEET TO A POINT ON THE CENTERLINE OF AVENTURA BOULEVARD; THENCE SOUTH 02 DEGREES 32'31" EAST FOR 73.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AVENTURA BOULEVARD; THENCE SOUTH 87 DEGREES 27'29" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 12.60 FEET TO A POINT; THENCE 78.18 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CHORD OF 70.45 FEET BEARING SOUTH 42 DEGREES 39'47" WEST TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1), AS SHOWN ON THE PLAT OF "AVENTURA FOURTH ADDITION", AS RECORDED IN PLAT BOOK 116, PAGE 34 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE SOUTH 02 DEGREES 07'55" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1320.72 FEET TO A POINT; THENCE NORTH 87 DEGREES 52'05" EAST FOR A DISTANCE OF 435.30 FEET TO THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING DESCRIPTION; THENCE NORTH 74 DEGREES 30'00" EAST FOR A DISTANCE OF 170.36 FEET TO A POINT; THENCE NORTH 15 DEGREES 30'00" WEST FOR A DISTANCE OF 18.00 FEET TO A POINT; THENCE NORTH 74 DEGREES 30'00" EAST FOR A DISTANCE OF 491.43 FEET TO A POINT; THENCE SOUTH 60 DEGREES 30'00" EAST FOR A DISTANCE OF 380.10 FEET TO A POINT; THENCE SOUTH 29 DEGREES 30'00" WEST FOR A DISTANCE OF 6.62 FEET TO A POINT; THENCE SOUTH 60 DEGREES 30'00" EAST FOR A DISTANCE OF 94.67 FEET TO A POINT; THENCE SOUTH 29 DEGREES 30'00" WEST FOR A DISTANCE OF 78.54 FEET TO A POINT; THENCE SOUTH 60 DEGREES 30'00" EAST FOR A DISTANCE OF 31.21 FEET TO A

POINT; THENCE SOUTH 15 DEGREES 30'00" EAST FOR A DISTANCE OF 510.00 FEET TO A POINT; THENCE SOUTH 74 DEGREES 30'00" WEST FOR A DISTANCE OF 64.02 FEET TO A POINT; THENCE SOUTH 25 DEGREES 00'00" WEST FOR A DISTANCE OF 85.78 FEET TO A POINT; THENCE NORTH 65 DEGREES 00'00" WEST FOR A DISTANCE OF 162.20 FEET TO A POINT; THENCE 320.42 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 2250.00 FEET AND A CHORD OF 320.15 FEET AND BEARING NORTH 60 DEGREES 55'13" WEST TO A POINT; THENCE NORTH 56 DEGREES 50'26" WEST FOR A DISTANCE OF 325.26 FEET TO A POINT; THENCE NORTH 49 DEGREES 47'23.6" WEST FOR A DISTANCE OF 485.32 FEET TO THE PRINCIPAL POINT AND PLACE OF BEGINNING.

**FURTHER LESS & EXCEPTING** FROM PARCEL 2 THE FOLLOWING DESCRIBED LANDS CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, BY SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 17502, PAGE 4216 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TO-WIT:

THOSE PORTIONS OF TRACT "Q", AVENTURA SIXTH ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 120, PAGE 20, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SECTION 3, TOWNSHIP 52 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT "Q"; THENCE ALONG THE WEST LINE OF SAID TRACT "Q", FOR THE FOLLOWING THREE (3) COURSES, (1) NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 29.240 METERS (95.93 FEET); (2) THENCE NORTH 01 DEGREES 28'13" EAST, A DISTANCE OF 43.775 METERS (143.62 FEET); (3) NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 82.872 METERS (271.89 FEET) TO REFERENCE POINT "A" AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 27.432 METERS (90.00 FEET); THENCE NORTH 87 DEGREES 53'07" EAST, A DISTANCE OF 0.457 METERS (1.50 FEET); THENCE SOUTH 02 DEGREES 07'21" EAST, A DISTANCE OF 27.432 METERS (90.00 FEET); THENCE SOUTH 87 DEGREES 53'07" WEST, A DISTANCE OF 0.457 METERS (1.50 FEET) TO THE POINT OF BEGINNING.

AND

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT "A"; THENCE ALONG THE WEST LINE OF SAID TRACT "Q", FORTH FOLLOWING FIVE (5) COURSES, (1) NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 27.432 METERS (90.00 FEET); (2) THENCE NORTH 14 DEGREES 48'10" WEST, A DISTANCE OF 12.497 METERS (41.00 FEET); (3) NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 15.246 METERS (50.02 FEET); (4) THENCE NORTH 01 DEGREES 50'16" EAST, A DISTANCE OF 39.719 METERS (130.31 FEET); (5) THENCE NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 43.721 METERS (143.44 FEET) TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 02 DEGREES 07'21" WEST, A DISTANCE OF 27.432 METERS (90.00 FEET); THENCE NORTH 87 DEGREES 53'01" EAST, A DISTANCE OF 0.457 METERS (1.50 FEET); THENCE SOUTH 02 DEGREES 07'21" EAST, A DISTANCE OF 27.432 METERS (90.00 FEET); THENCE SOUTH 87 DEGREES 53'01" WEST, A DISTANCE OF 0.457 METERS (1.50 FEET) TO THE POINT OF BEGINNING.

**PARCEL 3:**

ALL THOSE CERTAIN PLOTS, PIECES OR PARCELS OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

**"QUADRANT D"**

A PORTION OF TRACT "Q" OF "AVENTURA SIXTH ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF TRACT "R" OF SAID PLAT OF "AVENTURA SIXTH ADDITION", SAID POINT BEING ON A CURVE CONCAVE TO THE N.E.; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WEST COUNTRY CLUB DRIVE FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 4656.66 FEET AND A CENTRAL ANGLE OF 6 DEGREES 38'08" FOR 539.29 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; (2) THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 4656.66 FEET AND A CENTRAL ANGLE OF 2 DEGREES 49'41" FOR 229.85 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1275.14 FEET AND A CENTRAL ANGLE OF 9 DEGREES 32'14" FOR 212.25 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 50.0 FEET AND A CENTRAL ANGLE OF 86 DEGREES 09'34" FOR 75.19 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5594 .58 FEET AND A CENTRAL ANGLE OF 1 DEGREES 00'20" FOR 98.19 FEET TO A POINT; THENCE N 45 DEGREES 02'32" W FOR 25.00 FEET TO A POINT ON A CURVE TO THE LEFT, SAID POINT BEARS S 45 DEGREES 02'32" E FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 125 DEGREES 32'55" FOR 10.96 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 522.50 FEET AND A CENTRAL ANGLE OF 27 DEGREES 32'27" FOR 251.15 FEET TO A POINT OF TANGENCY; THENCE N 53 DEGREES 02'45" W FOR 0.31 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 84 DEGREES 24'26" FOR 51.56 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 555.0 FEET AND A CENTRAL ANGLE OF 54 DEGREES 56'22" FOR 532.17 FEET TO A POINT ON SAID CURVE, SAID POINT BEARS S 7 DEGREES 29'11" W FROM THE CENTER OF SAID CURVE; THENCE N 29 DEGREES 58'54" E FOR 92.90 FEET; THENCE N 35 DEGREES 30'00" W FOR 31.98 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 110.0 FEET AND A CENTRAL ANGLE OF 25 DEGREES 00'00" FOR 48.00 FEET TO A POINT OF TANGENCY; THENCE N 29 DEGREES 30'00" E FOR 331.34 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 726.18 FEET AND A CENTRAL ANGLE OF 29 DEGREES 18'21" FOR 371.43 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 135.0 FEET AND A CENTRAL ANGLE OF 48 DEGREES 00'00" FOR 113.10 FEET TO A POINT ON SAID CURVE; THENCE N 60 DEGREES 00'00" E FOR 30.86 FEET TO A POINT ON A CURVE TO THE RIGHT, SAID POINT BEARS N 63 DEGREES 19'08" EAST FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 555.0 FEET AND A CENTRAL ANGLE OF 24 DEGREES 44'30" FOR 239.66 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 30.0 FEET AND A CENTRAL ANGLE OF 92 DEGREES

56'22" FOR 48.66 FEET TO A POINT OF TANGENCY; THENCE N 85 DEGREES 07'16" E FOR 87.61 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 30.0 FEET AND A CENTRAL ANGLE OF 64 DEGREES 25'24" FOR 33.73 FEET TO A POINT ON SAID CURVE; THENCE S 69 DEGREES 17'55" E FOR 25.0 FEET TO THE POINT OF BEGINNING.

**PARCEL 4:**

A PORTION OF TRACT "Q" OF AVENTURA SIXTH ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 120, PAGE 20, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "R" OF SAID PLAT OF AVENTURA SIXTH ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 120, PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02 DEGREES 40' 32" WEST, ALONG THE WEST BOUNDARY LINE OF SAID TRACT "R" AND ALONG THE BOUNDARY LINE OF SAID TRACT "Q", FOR 116.48 FEET TO THE **POINT OF BEGINNING** OF THE HEREINAFTER DESCRIBED PROPERTY; THENCE CONTINUE NORTH 02 DEGREES 40' 32" WEST, ALONG THE PREVIOUSLY DESCRIBED LINE OF 700.65 FEET; THENCE SOUTH 87 DEGREES 19' 28" WEST, ALONG THE BOUNDARY LINE OF SAID TRACT "Q", FOR 239.00 FEET; THENCE SOUTH 02 DEGREES 40'32" EAST FOR 42.00 FEET; THENCE NORTH 87 DEGREES 19'28" EAST FOR 123.00 FEET; THENCE SOUTH 02 DEGREES 40'32" EAST FOR 20.00 FEET; THENCE NORTH 87 DEGREES 19'28" EAST FOR 74.00 FEET; THENCE SOUTH 02 DEGREES 40'32" EAST, ALONG A LINE 42.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT "R", FOR 639.08 FEET; THENCE NORTH 86 DEGREES 44'34" EAST FOR 42.00 FEET TO THE POINT OF BEGINNING.

**CITY OF AVENTURA**

**COMMUNITY DEVELOPMENT DEPARTMENT**

**MEMORANDUM**

TO: City Commission

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

BY: Joanne Carr, AICP   
Community Development Director

DATE: March 16, 2015

SUBJECT: Request of Beallberry LLC for Sign Variance  
21211 Biscayne Boulevard (02-SV-15)

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**April 7, 2015 City Commission Meeting Agenda Item UB**

**RECOMMENDATION**

It is recommended that the City Commission approve the request for a second wall sign measuring 15 square feet to be located on the south elevation of the existing Pinkberry tenant space at 21211 Biscayne Boulevard, in the Aventura Commons retail plaza.

**THE REQUEST**

The applicant, Beallberry LLC, is requesting variance from Section 31-191(j)(2)a. of the City Code to permit a second wall sign on a one-story tenant space in an outparcel of the Aventura Commons retail plaza at 21211 Biscayne Boulevard, where one wall sign is permitted by Code. (See Exhibit #1 for Letter of Intent)

**BACKGROUND**

**OWNER OF PROPERTY**

OPH/ Aventura Realty

**LOCATION OF PROPERTY**

21211 Biscayne Boulevard (see Exhibit #2 for Location Map)

**LEGAL DESCRIPTION**

Tract E, Aventura Commons, as recorded in Plat Book 151, Page 58 Public Records of Miami-Dade County

**ZONING**

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

**EXISTING LAND USE**

|                        |                          |
|------------------------|--------------------------|
| Subject property:      | Commercial Plaza         |
| Property to the North: | Vacant Land              |
| Property to the South: | Commercial Plaza         |
| Property to the East:  | Commercial Plaza         |
| Property to the West:  | Public Storage Buildings |

**FUTURE LAND USE** – According to the City of Aventura Comprehensive Plan, the following properties are currently designated as follows:

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

**The Site** - The subject site lies is a separately owned outparcel within the Aventura Commons retail plaza on the east side of Biscayne Boulevard, south of NE 213 Street. The specific site is the existing Pinkberry frozen yogurt shop in the one-story freestanding building in the northwesterly portion of the plaza.

**The Project** – The applicant requests a second wall sign for directional purposes for customers travelling northbound and from the interior of the plaza. There is an existing 29.90 square foot wall sign on the west elevation facing Biscayne Boulevard.

The sign package, showing location and detail of the existing and requested signs, is attached as Exhibit #3.

The Pinkberry tenant space has 40 feet of building frontage. The City’s Sign Code permits one channel letter or reverse channel letter wall sign measuring one square foot for each one lineal foot of building frontage, or a maximum of 40 square feet. The Code also permits a second wall sign measuring one-half of the size of the primary sign for corner or through locations. This tenant space is not a corner or through location, therefore, only one wall sign is allowed by Code and

this one wall sign has been erected on the west elevation as shown in the attached sign package.

The applicant is proposing a 15 square foot channel letter wall sign on the side (south) elevation of the building facing northbound traffic and the interior of the plaza.

**Citizen Comments** - As of the date of writing of this report, the Community Development Department has not received any written or verbal citizen comments.

### **ANALYSIS**

Section 31-191(j)(2)a. of the City Code regulates wall signs on retail buildings. One wall sign per building is permitted, except two wall signs may be permitted for corner or through locations. This is not a corner or through location. The maximum size of the sign is one square foot for each one lineal foot of building frontage. This building has a frontage of 40 lineal feet; therefore, one wall sign at 40 square feet is permitted by Code. One 29.90 square foot wall sign is existing on the west elevation facing Biscayne Boulevard. The applicant is requesting sign variance approval for a second wall sign measuring half the size of the existing sign, namely, a second wall sign 15 square feet.

The criteria for approval of sign variances are set out in Section 31-191(m)(8) of the City of Aventura Land Development Regulations, as follows:

*“The Sign Variance maintains the basic intent and purpose of these regulations; particularly as it affects the stability and appearance of the City and provided that the variance will be otherwise compatible with the surrounding land uses and would not be detrimental to the community. No showing of unnecessary hardship to the land is required.”*

This request does maintain the basic intent and purpose of the City’s sign regulation. It does preserve or enhance the unique character of the City, it is compatible with the surrounding land uses and it will properly index the environment by providing direction to the restaurant for northbound traffic on Biscayne Boulevard and for traffic interior to the plaza.

To the City of Aventura:  
Regarding Pinkberry Aventura  
21215 Biscayne Blvd.  
Aventura, FL 33810

We are requesting a second sign on the south elevation. This sign will be reduced in size by 50% of the existing sign located on the west elevation. That sign is 29.9 square feet. The proposed new sign for the south elevation will be 15 square feet. There is a lack of visibility on the south elevation causing a tremendous hardship to the tenant and the customers.

There is a large flow of traffic and the numerous cars that travel Biscayne Blvd do not have the proper visibility.

The flow of traffic of north bound cars is the reason we are requesting the second sign at this location. Having the second sign would eliminate this hardship.

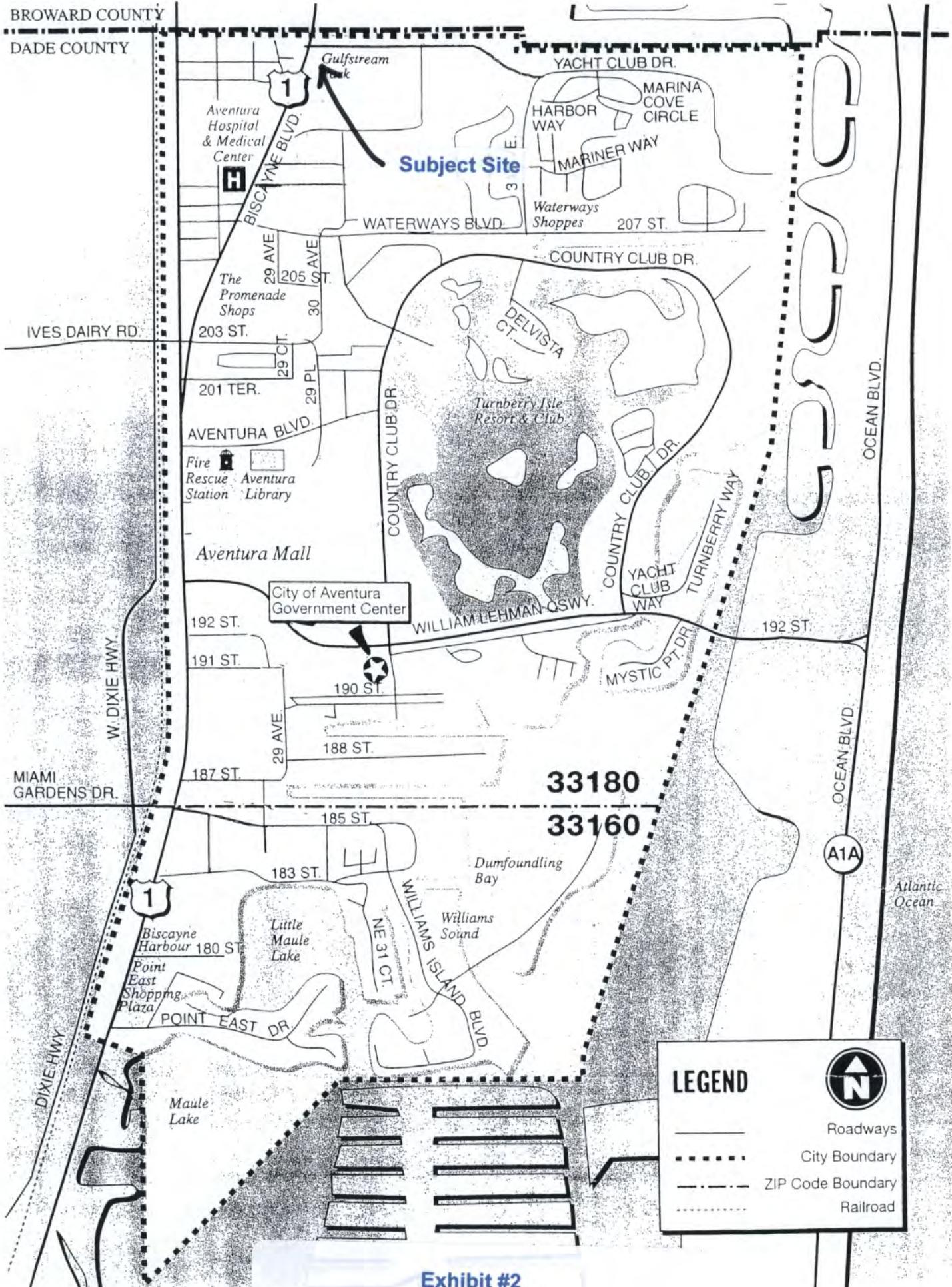
Thank you for your consideration.

Marie

C&C Signs

A handwritten signature in black ink, appearing to read 'Marie', written over the printed name 'Marie'.

BROWARD COUNTY  
DADE COUNTY



**Subject Site**

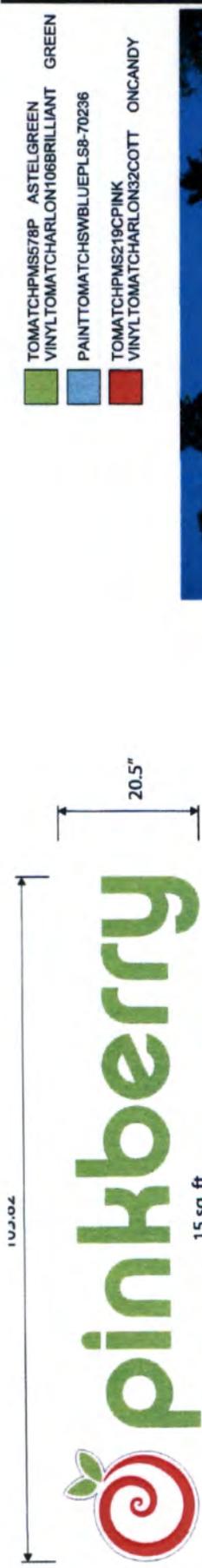
**33180**

**33160**

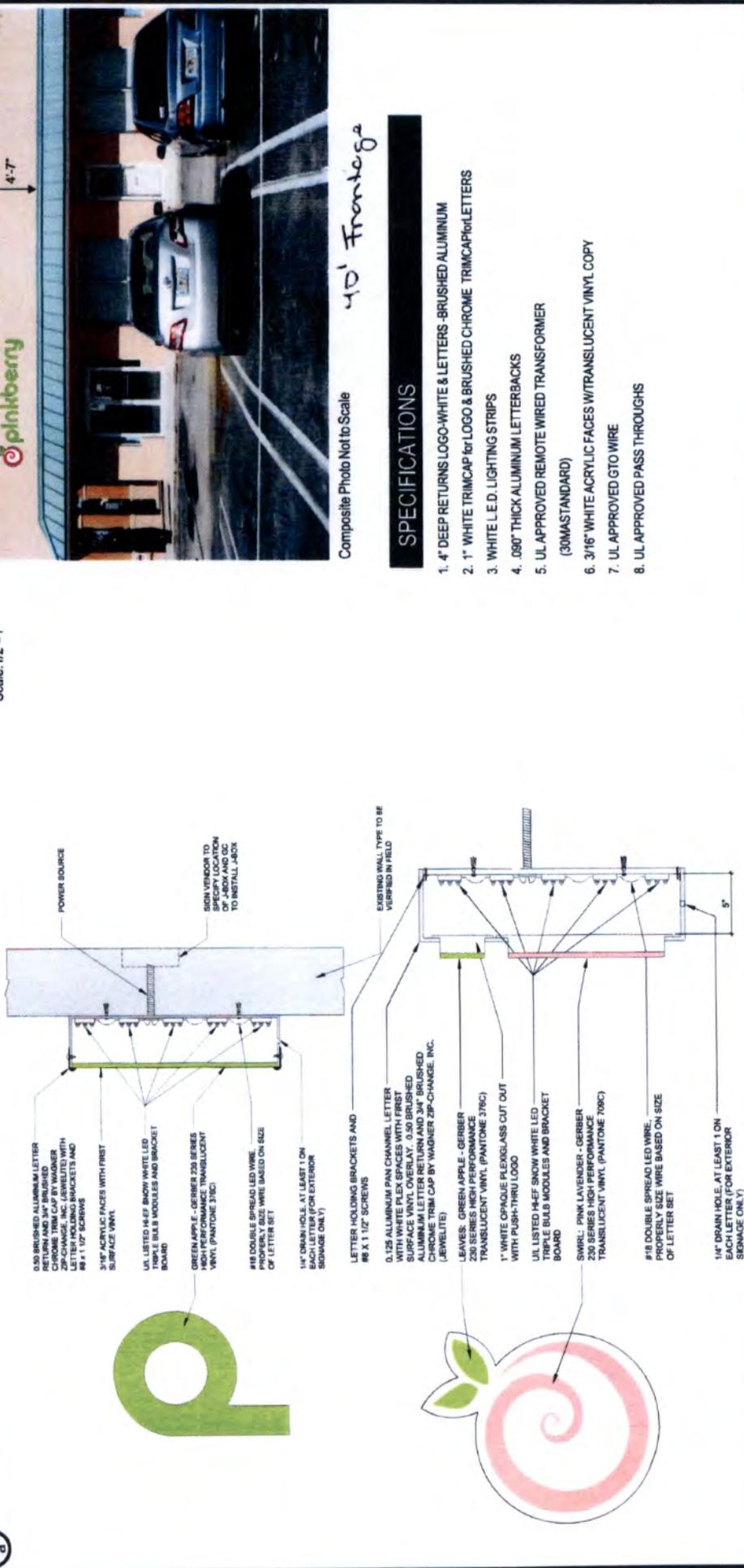
**LEGEND**

- Roadways
- City Boundary
- ZIP Code Boundary
- Railroad

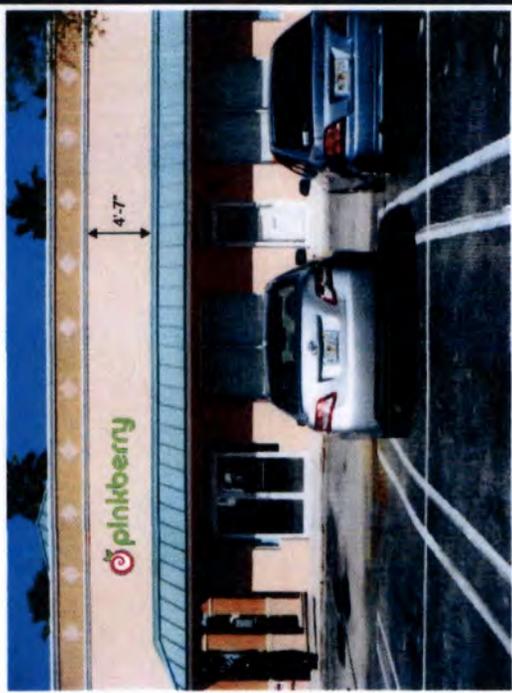




Remote Wired Channel Letters  
Scale: 1/2" = 1'



- TOMATCHPMS578P ASTELGREEN
- VINYLTOMATCHARLON1068BRILLIANT GREEN
- PAINTTOMATCHSWBLUEPLS8-70236
- TOMATCHPMS219CPINK
- VINYLTOMATCHARLON32COTT ONCANDY



Composite Photo Not to Scale  
40' Frontage

**SPECIFICATIONS**

1. 4" DEEP RETURNS LOGO-WHITE & LETTERS -BRUSHED ALUMINUM
2. 1" WHITE TRIMCAP for LOGO & BRUSHED CHROME TRIMCAPfor LETTERS
3. WHITE L.E.D. LIGHTING STRIPS
4. .080" THICK ALUMINUM LETTERBACKS
5. UL APPROVED REMOTE WIRED TRANSFORMER (30MA STANDARD)
6. 3/16" WHITE ACRYLIC FACES W/TRANSLUCENT VINYL COPY
7. UL APPROVED GTO WIRE
8. UL APPROVED PASS THROUGHS

**C&C SIGNS**

61 JACKSON ST. UNIT E  
DENVER, CO 80206  
PH: 303-229-2224  
FAX: 720-941-0242

Customer: Pinkberry  
Date: January, 2015  
Landlord Approval: \_\_\_\_\_

Job Location: \_\_\_\_\_  
Scale: \_\_\_\_\_  
Drawn By: N.T.

© This design is the exclusive property of C&C Signs and cannot be reproduced either in whole or part without their consent. C&C Signs will endeavor to closely match colors, including PMS colors where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used.



### 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

|                         |  |
|-------------------------|--|
| <b>Name</b>             | <b>Relationship</b> (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.) |
| <u>Ilane Friedstein</u> | <u>Sign consultant</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 11<sup>th</sup> DAY OF MARCH 2015

AUTHORIZED REPRESENTATIVE OF APPLICANT

OWNER

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: David Beall

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Address: 31211 Biscayne Blvd  
Aventura, FL 33180

Address: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE

Before me the undersigned authority personally appeared David Beall 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 11<sup>th</sup> day of MARCH 2015

[Signature]  
AFFIANT  
2015

 **Brenna DeJoy**  
Commission # FF090154  
Expires: FEB. 05, 2018  
www.AARONNOTARY.com

Notary Public State of Florida At Large  
Printed Name of Notary Brenna DeJoy  
My commission expires: 2/5/18



# 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 11<sup>th</sup> DAY OF March, 20015

APPLICANT  
 By: \_\_\_\_\_ (Signature)  
 Name: David Beall (Print)  
 Title: President (Print)

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

PROPERTY OWNER  
 By: \_\_\_\_\_ (Signature)  
 Name: \_\_\_\_\_ (Print)  
 Title: \_\_\_\_\_ (Print)

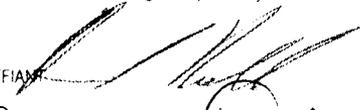
\*The terms "Business Relationship," "Client," "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2-395 of the Aventura City Code

**NOTARIZATION PROVISION**

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE;

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

SWORN TO AND SUBSCRIBED before me this 11<sup>th</sup> day of March 2008

AFFIANT  
  
  
Notary Public State of Florida At Large  
Printed Name of Notary Brenna DeJoy  
My commission expires 2/15/18



**Brenna DeJoy**  
Commission #FF090154  
Expires: FEB. 05, 2018  
WWW.AARONNOTARY.COM

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE;

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

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

AFFIANT  
  
Notary Public State of Florida At Large  
  
Printed Name of Notary  
My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE;

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

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

AFFIANT  
  
Notary Public State of Florida At Large  
  
Printed Name of Notary  
My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE;

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

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

AFFIANT  
  
Notary Public State of Florida At Large  
  
Printed Name of Notary  
My commission expires \_\_\_\_\_



# BUSINESS RELATIONSHIP AFFIDAVIT\*

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

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- 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 11<sup>th</sup> DAY OF MARCH, 2008

APPLICANT

By \_\_\_\_\_ (Signature)  
 Name Diana Brall (Print)  
 Title President (Print)

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008

PROPERTY OWNER

By \_\_\_\_\_ (Signature)  
 Name \_\_\_\_\_ (Print)  
 Title \_\_\_\_\_ (Print)

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

WITNESS MY HAND THIS 13 DAY OF March 2015

REPRESENTATIVE, (Listed on Business Relationship Affidavit)

By [Signature]  
Name Marie Friedstein  
Title Sign Consultant

By \_\_\_\_\_ (Signature)  
Name \_\_\_\_\_ (Print)  
Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)  
Name \_\_\_\_\_ (Print)  
Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)  
Name \_\_\_\_\_ (Print)  
Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)  
Name \_\_\_\_\_ (Print)  
Title \_\_\_\_\_ (Print)

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Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)  
Title \_\_\_\_\_ (Print)  
Title \_\_\_\_\_ (Print)

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

2) Applicants and Affiliants 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 David Beall the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this 11<sup>th</sup> day of March, 2015

AFFIANT [Signature]  
Notary Public, State of Florida At Large  
Printed Name of Notary Brenna DeJoy  
My commission expires 2/15/15



**Brenna DeJoy**  
Commission #FF090154  
Expires: FEB. 05, 2018  
WWW.AARONNOTARY.com

STATE OF FLORIDA ;  
COUNTY OF MIAMI-DADE;

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

SWORN TO AND SUBSCRIBED before me this 13 day of March, 2015

AFFIANT [Signature]  
Notary Public, State of Florida At Large Colorado  
Printed Name of Notary Logan Devane  
My commission expires 08/26/2018

**LOGAN DEVANE**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20144033502**  
**MY COMMISSION EXPIRES AUGUST 26, 2018**

STATE OF FLORIDA ;  
COUNTY OF MIAMI-DADE;

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

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000

AFFIANT \_\_\_\_\_  
Notary Public, State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF FLORIDA ;  
COUNTY OF MIAMI-DADE;

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

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000

AFFIANT \_\_\_\_\_  
Notary Public, State of Florida At Large  
Printed Name of Notary \_\_\_\_\_  
My commission expires \_\_\_\_\_

**RESOLUTION NO. 2015-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING SIGN VARIANCE FOR BEALLBERRY LLC, ON PROPERTY LOCATED AT 21211 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Applicant, Beallberry LLC, through Application No. 02-SV-15, has requested a variance from Section 31-191(j)(2)a. of the City Code to permit a second wall sign measuring 15 square feet on the south elevation of a one-story retail building located at 21211 Biscayne Boulevard, located in an outparcel of the Aventura Commons shopping plaza; where one wall sign is permitted by Code; and

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

**WHEREAS**, the City Commission finds that the application for the second wall sign 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 No. 02-SV-15 for Sign Variance to permit a second wall sign measuring 15 square feet on the south elevation of the one-story retail building at 21211 Biscayne Boulevard, legally described as Tract E, Aventura Commons, according to the plat thereof as recorded in Plat Book 151, Page 58 of the Public Records of Miami-Dade County, Florida, is hereby granted exclusively to Beallberry LLC, subject to the following conditions:

1. That the plan submitted for permitting substantially complies with the sign drawing submitted with the application, prepared by C & C Signs, dated January, 2015.

**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 \_\_\_\_\_, 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 Denise Landman  | _____ |
| Commissioner Marc Narotsky   | _____ |
| Commissioner Robert Shelley  | _____ |
| Commissioner Howard Weinberg | _____ |
| Vice Mayor Teri Holzberg     | _____ |
| Mayor Enid Weisman           | _____ |

**PASSED AND ADOPTED** this 7<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
ENID WEISMAN, MAYOR

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
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: March 23, 2015

SUBJECT: Request of Bed Bath & Beyond Inc. for Conditional Use Approval to establish beer and wine package sales within a 'World Market' section of its existing store at 19205 Biscayne Boulevard, Aventura, notwithstanding the spacing and distance requirements for the sale and service of alcoholic beverages pursuant to Section 4-2(a) and (b) of the City Code (02-CU-15)

---

April 7, 2015 City Commission Meeting Agenda Item 6C

### RECOMMENDATION

It is recommended that the City Commission approve the conditional use application to establish beer and wine package sales as a grocery item within the Bed Bath & Beyond retail store at 19205 Biscayne Boulevard, Aventura, subject to the following conditions:

1. This approval shall be granted exclusively to the Bed Bath & Beyond retail store at 19205 Biscayne Boulevard, City of Aventura.
2. The use shall be established within twelve (12) months of the date of the approved resolution, or the approval granted herein shall expire, unless extended by motion of the City Commission at the written request of the applicant.
3. The sale of wine and beer shall be established only in conjunction with a grocery section of the Bed Bath & Beyond retail store. This conditional use approval shall terminate in the event the grocery section use is not established or is established and subsequently removed.
4. The applicant shall obtain a 2COP liquor license from the State of Florida to allow package sales of beer and wine in sealed containers for off-premises consumption.

5. The sale of alcoholic beverages shall be terminated in the event that the City Commission determines, after a public hearing, that the operation has created and/or may tend to create a disturbance to the community. A public hearing shall be set if the City Manager finds probable cause to believe that a disturbance has been created, based upon complaints received or the City Manager's observation.
6. The applicant shall comply with the hours of operation allowed to establishments for package sales pursuant to Section 4-3 of the City Code, namely, between 8:00 a.m. and 10:00 p.m., except that the sale of beer may be made in sealed containers for off-premises consumption during such hours as the store is legally open for the sale of other grocery items.

**THE REQUEST**

The applicant, Bed Bath & Beyond Inc., is requesting Conditional Use approval to sell beer and wine in a new 'World Market' grocery section to be added to its existing retail store at 19205 Biscayne Boulevard, notwithstanding the spacing and distance requirements for the sale and service of alcoholic beverages of Section 4-2 (a) and (b) of the City Code. (See Exhibit #1 for Letter of Intent)

**BACKGROUND**

|                            |   |
|----------------------------|---|
| <b>OWNER OF PROPERTY</b>   | Equity One (Florida Portfolio) Inc.   |
| <b>APPLICANT</b>           | Bed Bath & Beyond Inc.  |
| <b>ADDRESS OF PROPERTY</b> | 19205 Biscayne Boulevard, City of Aventura<br>(See Exhibit #2 for Location Map)   |
| <b>SIZE OF PROPERTY:</b>   | Approximately 9.780 acres   |
| <b>LEGAL DESCRIPTION</b>   | Part of Tract A of Soffer Redlich Plat, according to the Plat thereof as recorded in Plat Book 153, Page 56 of the Public Records of Miami-Dade County, City of Aventura, Florida |
| <b>Zoning –</b>            |   |
| Subject Property:          | B2 Community Business District  |
| Properties to the North:   | B2 Community Business District and<br>U Utilities District  |
| Properties to the South:   | B2 Community Business District and<br>TC1 Town Center District  |
| Properties to the East:    | B2 Community Business District  |
| Properties to the West:    | U Utilities District  |

**Existing Land Use –**

Subject property: Commercial Plaza  
Properties to the North: Commercial Plaza & Power Substation  
Properties to the South: Commercial Plaza  
Properties to the East: Hotel  
Properties to the West: Biscayne Boulevard

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

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

**The Site** - The subject site is in the retail plaza containing this Bed Bath & Beyond store, the Aventura Animal Hospital, DSW Shoe Warehouse, Old Navy, the Jewelry Exchange and outparcels. The plaza is located on the east side of Biscayne Boulevard between NE 191 Street and NE 193 Street.

**The Project** - Bed Bath & Beyond is an existing tenant in this retail plaza built in 1998. The store has approximately 39,306 square feet of sales floor area with home goods and personal products. The applicant wishes to include 'World Market' section with grocery items, beer and wine in a 4,546 square foot area in the center of the store. The proposed beer and wine sales section will be approximately 795 square feet, or approximately 17%, of the grocery section and 2% of the overall store floor sales area. No expansion of the store is proposed for the sale of beer and wine. A floor layout plan is attached as Exhibit #3 showing the area in which the beer and wine will be displayed for sale. Customer tastings of the alcoholic products is also proposed. These tastings are permitted under a 2COP liquor license issued by the State of Florida.

Section 4-2 (a) and (b) of the City Code establishes certain spacing and location requirements applicable to businesses selling alcoholic beverages. The Code provides that no premises shall be used for the sale and service of alcoholic beverages to be consumed on or off premises unless it is located at least 1,500 feet from a place of business having an existing liquor license (and not one of the uses excepted from the spacing requirements) and 2,500 feet from a religious facility or school. It allows certain exceptions detailed in Section 4-2(e) of the City Code and noted below in the analysis of this request. The applicant does not meet either the spacing requirements or the exception conditions and therefore requires conditional use approval.

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

## **ANALYSIS**

**Consistency with Comprehensive Master Plan** – The request is consistent with the City of Aventura Comprehensive Plan. This store is located within property with a Business and Office land use designation which permits commercial uses.

**Citizen Comments** - The Community Development Department has received no written citizen comments as of the date of writing of this report.

**Community Development Department Analysis** - The applicant is requesting conditional use approval for the sale of beer and wine in a new grocery section of its existing retail store. Chapter 4 of the City Code, regulating the sale of alcoholic beverages, requires certain spacing and distance requirements from religious facilities and schools and from other establishments selling alcoholic beverages.

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

- 12 places of business with an established alcoholic beverage use; however, 10 of those establishments are excepted from the spacing requirement
- 1 School which is Ojus Elementary School at a distance of 1,836 feet
- 2 Learning Centers
- 3 Synagogues within a distance of 2,500 feet

(See Exhibit #4 for Liquor Survey)

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

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

The proposal does not meet this definition for exemption.

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

The proposal does not meet this definition for exemption.

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

The proposal does not meet this definition for exemption.

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

The Bed Bath & Beyond store is primarily a home goods and personal products store, therefore, it does not fall into this exemption category.

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

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

### **Criteria**

According to Section 31-73(c) of the City's Land Development Regulations, a Conditional Use request is evaluated using the following criteria:

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

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

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

The request for approval to sell wine and beer within the existing retail store will not be detrimental to or endanger the public health, safety or general welfare. The applicant advises the following:

(i) Bed Bath & Beyond managers and associates will take part in a required in-house training program that focuses upon appropriate age of sale, appropriate hours of sale, the consequences of prohibited sales to underage and intoxicated people, how to identify altered identification and the need to request identification from all customers,

(ii) It is the policy of Bed Bath & Beyond to obtain identification from every customer, regardless of how old the customer looks. State and local restrictions are included in the training,

(iii) Prior to opening, the store will be provided with an Alcoholic Beverage Operation Guide and Alcoholic Beverage Sampling Guide that is specific to its location. The guides serve as the materials for the in-house training. Managers and associates are required to review the training and sign an acknowledgement of training quarterly. Bed Bath & Beyond is in the process of creating a quiz regarding proper identification that associates will have to satisfactorily complete. District staff will be sent for third-party training. Bed Bath & Beyond also requires the District Staff, Store Manager, and Department Lead of a store getting a beer and wine department to train in a store that has an existing beer and wine department prior to the opening of the beer and wine department in the associate's home store,

(iv) Upon a sale of alcoholic beverages, the Bed Bath & Beyond POS system automatically reminds the cashier to ask for identification. Bed Bath & Beyond has signs at each register reminding the customer and cashier that anyone purchasing alcohol must be at least 21 years of age which includes a "Born Before" date.

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

The request for wine and beer sales within the existing retail store is consistent with the business community character of the immediate neighborhood. The store is located in a large retail plaza and adjacent to other retail stores.

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

Utilities, roadway capacity, drainage and other necessary public facilities, including police, fire and emergency services exist at the City's adopted levels of service or will be available concurrent with demand as provided for in the Land Development Regulations. The proposal to add wine and beer products to an existing retail store, with no expansion of the store will not affect the adopted levels of service.

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

The store is accessed by way of existing entrances and exits to Biscayne Boulevard, NE 191 Street and NE 193 Street. The proposed use will not affect existing ingress and egress.

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

The establishment of beer and wine sales in 795 square feet of an existing 39,306 square foot sales area will not impede the development of surrounding properties for uses permitted in the zoning district.

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

The sale of wine and beer is proposed within the existing tenant space. The existing store will not be expanded. The beer and wine sales area is to the rear of the proposed grocery area in the middle of the store and will not be visible from the store exterior. There will be no visual impact of the proposed use on adjacent property.

Ex. B

02-CU-15

Corporate Office  
650 Liberty Avenue  
Union, NJ 07083  
(908) 688-0888



February 10, 2015

**BY HAND**

Joanne Carr, Community Development Director  
City of Aventura  
19200 West Country Club Drive, 4<sup>th</sup> Floor  
Aventura, Florida 33180

Re: Bed Bath & Beyond Store located at: 19025 Biscayne Blvd,  
Aventura, Florida 33180

**CONDITIONAL USE APPLICATION LETTER OF INTENT**

Dear Ms. Carr:

Please consider this our formal Letter of Intent in connection with the Conditional Use Approval in the City of Aventura for the addition of an alcoholic beverage department within the existing Bed Bath & Beyond store located at 19025 Biscayne Blvd., Aventura, Florida 33180 (the "Property"), selling packaged beer and wine for off-premises consumption and conducting in store samplings related thereto.

**A. The Property**

The Property is located at 19025 Biscayne Blvd. in the City of Aventura, Florida. The existing Bed Bath & Beyond store at this location has operated for over 16 years and has developed a strong customer base.

**B. Proposed Department**

Bed Bath & Beyond seeks a Conditional Use Approval to operate an alcoholic beverage department within the existing Bed Bath & Beyond store located in the City of Aventura. While Bed Bath & Beyond seeks the Conditional Use Approval to add an alcoholic beverage department, it will simultaneously be seeking permits and approvals to also add a gourmet food department and expanded coffee and tea department at the same location. The entire plan is described in this Letter of Intent although we understand that the Conditional Use Approval is only required for the alcoholic beverage department.

Over the past few years, Bed Bath & Beyond has been remodeling some of its stores to include gourmet food, expanded coffee and tea, and/or alcoholic beverage departments. Bed Bath & Beyond has found that customers enjoy the unique gourmet food options and convenience of having food and beverage items located in the store. The alcoholic beverage and coffee and tea assortment also compliments the existing housewares and beverage accessory assortment available at Bed Bath & Beyond. Bed Bath & Beyond and its subsidiary Bed Bath & Beyond of California LLC currently hold alcoholic beverage licenses for off-premise retail sales for its stores located in San Diego, California, Los Angeles, California, Yorba Linda, California, Downers Grove, Illinois, Fairview Heights, Illinois, Schaumburg, Illinois, Phoenix, Arizona, Vienna, Virginia, Farmington Hills, Michigan, Sterling Heights, Michigan, Denton, Texas, Dunwoody, Georgia and Solon, Ohio. Photographs showing a typical alcoholic beverage department at an existing Bed Bath & Beyond location were previously delivered to Aventura.

Bed Bath & Beyond is hoping to expand its assortment at the Property to add a gourmet food department, an expanded coffee and tea department and an alcoholic beverage department. In addition to a wide array of specialty and imported food goods and an expanded coffee and tea department, the Bed Bath & Beyond store would offer customers many craft beers from around the world, as well as wines from Europe, South America and the United States.

In order to bring this concept to the Property, Bed Bath & Beyond needs to apply for a liquor license and in connection therewith obtain a Conditional Use Approval from the City of Aventura. It is interested in obtaining a license that would allow it to sell beer and wine for off-premises consumption. Bed Bath & Beyond seeks the ability to offer tastings to help educate consumers and allow them to make the right choices. Bed Bath & Beyond also seeks the ability to sell single serving sized beer, particularly craft beers. The store would also have on-site food sampling of the more popular and unique foods in the gourmet food department, coffee and tea sampling, and wine and beer sampling in the alcoholic beverage department, as permitted.

The new departments would be modest in size, only approximately 1,660 square feet for gourmet food, 2,100 square feet for expanded coffee and tea, and 795 square feet for alcoholic beverages, of the existing 39,360 square feet of sales floor space. There is also an existing health and beauty department selling an assortment of consumer commodities, including but not limited to, cosmetics, facial and body lotions and washes, hair care products, personal care products and health and wellness products, which comprises approximately 3,300 square feet. I have attached to this letter, as Exhibit B, a detailed floor plan that sets out the proposed food and beverage department in relation to the whole store.

Bed Bath & Beyond will comply with all of the relevant and pertinent laws of the City of Aventura and the State of Florida regarding the sale of alcoholic beverages.

C. Conditional Use Approval Request

Therefore, Bed Bath & Beyond is seeking conditional use approval from the City of Aventura to allow for the above new alcoholic beverage department.

The proposed use meets the criteria set forth in Section 31-73(c)(1)-(7) of the Aventura Florida Code of Ordinances related to conditional uses. We believe this use will enhance the community by affording residents of the City of Aventura and surrounding communities to have the convenience of purchasing beer and wine for off-premises consumption while shopping in their local Bed Bath & Beyond store.

D. Summary

The proposed use is consistent with the City's Zoning Ordinances and Comprehensive Plan designations and is compatible with the surrounding community. The addition of the new department within the Property, as shown on the attached plans and photographs, will not negatively impact the City of Aventura. The alcoholic beverage department is modest in size compared to the size of the existing store. The purpose of the alcoholic beverage department is to enhance the shopping experience of our customers.

Based on the foregoing, we respectfully request Conditional Use Approval for the use of the Property as described herein.

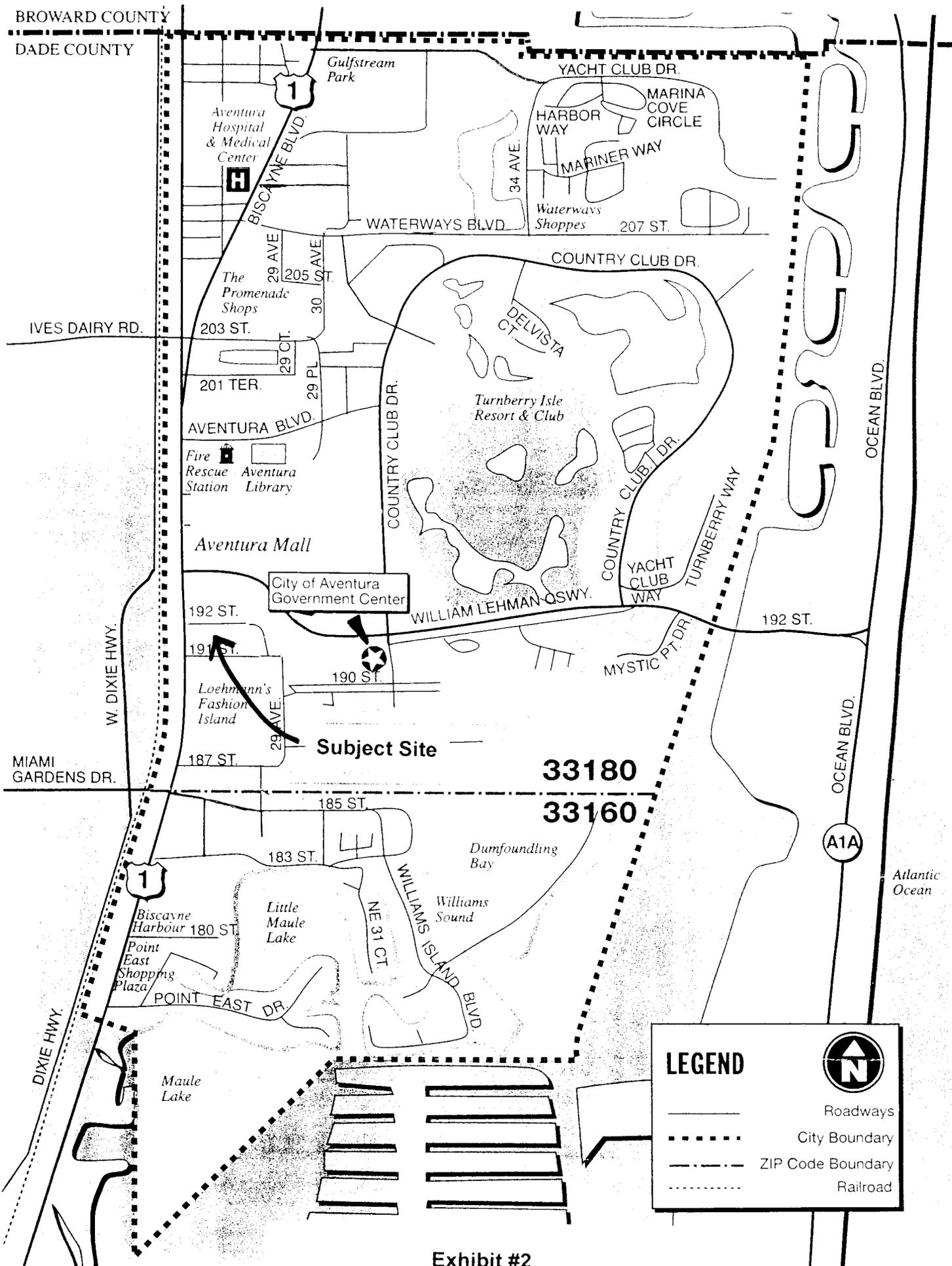
Thank you in advance for your review of the foregoing. Should you have any questions, please do not hesitate to contact me at 908-613-5757.

Sincerely,



Debra Kerner, Esq.  
Legal Consultant

cc: Kristine Begley, Esq. (via e-mail)  
Lori Norris (via e-mail)



**LEGEND**

-  Roadways
-  City Boundary
-  ZIP Code Boundary
-  Railroad

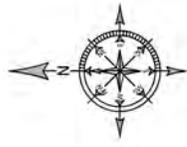
  
 Atlantic Ocean

**Exhibit #2**  
**02-CU-15**



# SPECIFIC PURPOSE SURVEY

Scale: 1" = 700'



**CERTIFIED TO:**  
• Debra Kerner

**SURVEYOR'S NOTES:**

- The above captioned property was surveyed and described based on the above legal description furnished by client.
- This certification is only for the lands as described, it is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances, ABSTRACT NOT REVIEWED.
- There may be additional restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- Ownership subject to OPINION OF TITLE.
- Type of Survey: SPECIFIC PURPOSE SURVEY to show requested businesses on a radial map.
- Location and identification of utilities on or adjacent to the property were not secured as such information was not requested.
- Unless otherwise noted, this Firm has not attempted to locate Footings and/or Foundations (underground).
- This SPECIFIC PURPOSE SURVEY, has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party.
- Precision of Closure 1:7500 Suburban Class Survey.

| 1500' Radius<br>(Others Establishments)                                       |       | 2500' Radius<br>(Schools & Religious Facilities, Etc.)   |       |
|---|-------|--|-------|
| 9 THE CHEESE CAKE FACTORY<br>19501 Biscayne Blvd.<br>Aventura, FL 33180       | 1102' | 1 N.E. BRANCH LIBRARY<br>19200 W. Country Club Dr.<br>Aventura, FL 33180                               | 1865' |
| 10 THE GRILL OF THE ALLEY<br>19501 Biscayne Blvd.<br>Aventura, FL 33180       | 1165' | 2 HUNTINGTON LEARNING CENTER<br>19072 N.E. 29th Ave.<br>Aventura, FL 33180                             | 658'  |
| 11 COURTYARD MIAMI AVENTURA MALL<br>2825 N.E. 191st St.<br>Aventura, FL 33180 | 115'  | 3 LUBAVITCH AVENTURA SOUTH<br>18449 N.E. 28th Court<br>Aventura, FL 33160                              | 2310' |
| 12 LUCCA BELLA<br>19088 N.E. 29th Ave.<br>Aventura, FL 33180                  | 315'  | 4 SHIVA ISRAEL<br>18999 Biscayne Blvd.<br>Aventura, FL 33180   | 798'  |
| 13 NOVOCENTO AVENTURA<br>18831 Biscayne Blvd.<br>Aventura, FL 33180           | 928'  | 5 SPIRIT OF CHRIST CENTER & MINISTRIES<br>18601 West Dixie Highway<br>Ojus, FL 33180                   | 1477' |
| 14 BUFFALO WILD WINGS<br>18721 Biscayne Blvd.<br>Aventura, FL 33180           | 1335' | 6 OJUS ELEMENTARY SCHOOL<br>18600 West Dixie Highway<br>North Miami Beach, FL 33180                    | 1836' |
| 15 CAFE-CITA<br>18719 Biscayne Blvd.<br>Aventura, FL 33180                    | 1330' | 7 MICHAEL-ANN RUSSELL JEWISH COMMUNITY CENTER<br>18900 N.E. 25th AVENUE<br>North Miami Beach, FL 33180 | 2161' |
| 16 COUNTER BURGER<br>18717 Biscayne Blvd.<br>Aventura, FL 33180               | 1335' | 8 PRINCETON LEARNING CENTER<br>15685 W Dixie Hwy<br>Miami, FL 33180                                    | 1929' |
| 17 SOHO ASIAN BAR & GRILL<br>19004 Biscayne Blvd.<br>Aventura, FL 33180       | 617'  |  |       |
| 18 CHIPOTLE MEXICAN GRILL<br>18815 Biscayne Blvd.<br>Aventura, FL 33180       | 945'  |  |       |
| 19 PEI WEI ASIAN DINER<br>18801 Biscayne Blvd.<br>Aventura, FL 33180          | 1044' |  |       |
| 20 PUBLIX SUPER MARKET<br>18995 Biscayne Blvd.<br>Aventura, FL 33180          | 750'  |  |       |

REVISIONS:

| REVISED SURVEY | PROJ. No. : | DATE:    |
|----------------|-------------|----------|
| REVISED SURVEY | 140254      | 12-03-14 |
| REVISED SURVEY |             | 03-18-15 |

THESE ARE A HAND-DRAWN MAP WITHOUT THE SUPPORT OF ORIGINAL MEASUREMENTS AND SHOULD BE USED AS A PRELIMINARY LEGAL INSTRUMENT.

**LEGEND AND ABBREVIATIONS**

**PROPERTY ADDRESS:** 19205 BISCAYNE BOULEVARD, AVENTURA, FL 33180

**BENCHMARK INFORMATION**

| BENCHMARK | DESCRIPTION | ELEVATION | LOCATION |
|-----------|-------------|-----------|----------|
|           |             |           |          |

**CERTIFICATION:**  
BY: \_\_\_\_\_

**FOR THE FIRM**  
**JOSE M. RIVES Jr.**  
P.S.M. No. 6685  
STATE OF FLORIDA

**LAND SURVEYORS · LAND PLANNERS**  
7725 S.W. 129TH COURT  
Miami, Florida 33183

**JOSE M. RIVES Jr.**  
P.S.M. No. 6685 · L.B. No. 7836  
PHONE: (786) 486-9088 FAX: (305) 382-4334

**Global One Survey**

**FLOOD ZONE INFORMATION:**

| COMMUNITY NAME | PANEL NUMBER | SUFFIX | BASE FLOOD ELEVATION |
|----------------|--------------|--------|----------------------|
|                |              |        |                      |

**SWEEET:** 1  
OF 1 SHEETS

**DRAWN BY:** M. Gonzalez  
**CHECKED BY:** Jose M. Rives

**DATE:** 01-30-13  
**SCALE:** 1" = 700'

**PROJ. NO.:** 130017



# 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.

| <i>Name</i>   | <i>Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)</i> |
|---|--|
| <u>Neil A. Milestone, Esq.</u>                              | <u>Attorney</u>  |
| <u>Jose M. Rives Jr.</u>                                    | <u>Surveyor</u>  |
| <u>Debra Kerner, Esq.</u>                                   | <u>Attorney</u>  |
| <u>Michael W. Solitro</u>                                   | <u>Surveyor</u>  |
| <u>Lori Norris</u>  | <u>Consultant</u>  |
| <u>Steve Carter</u> (Attach Additional Sheets If Necessary) | <u>Regional Manager, Bed Bath &amp; Beyond</u>   |

**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 10<sup>th</sup> DAY OF March, 2015

AUTHORIZED REPRESENTATIVE OF APPLICANT:

OWNER

DK

By: [Signature]

By: \_\_\_\_\_

Name: Seth D. Geldzahler  
*(Print)*

Name: \_\_\_\_\_  
*(Signature)*

Title: Vice President - Real Estate  
*(Print)*

Title: \_\_\_\_\_  
*(Print)*

Address: 650 Liberty Avenue

Address: \_\_\_\_\_

Union, NJ 07083

*New Jersey*  
STATE OF ~~FLORIDA~~ )  
COUNTY OF ~~MIAMI-DADE~~ )  
*Union*

Before me the undersigned authority personally appeared Seth D. Geldzahler 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 10<sup>th</sup> day of March, 2015

[Signature]  
AFFIANT Seth D. Geldzahler  
2015 DK

[Signature]  
Notary Public State of Florida At Large *NJ*  
Printed Name of Notary Angela M Leary  
My commission expires: July 9, 2017

**ANGELA M LEARY**  
ID # 2289570  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires July 9, 2017



# 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 10<sup>th</sup> DAY OF March, 2015

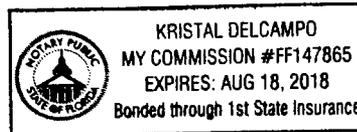
APPLICANT

By: \_\_\_\_\_ (Signature)  
Name: Seth D. Geldzahler (Print)  
Title: Vice President - Real Estate (Print)

WITNESS MY HAND THIS 10 DAY OF March, 2015

PROPERTY OWNER

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)



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

WITNESS MY HAND THIS 10<sup>th</sup> DAY OF March 2016

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By Neil A. Milestone (Signature)

Name Neil A. Milestone, Esq (Print)

Title Attorney (Print)

By \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)

Name Jose M Rives Jr. (Print)

Title Surveyor (Print)

By \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By Debra Kerner (Signature)

Name Debra Kerner, Esq. (Print)

Title Attorney (Print)

By \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)

Title Michael Solitro (Print)

Title Surveyor (Print)

By \_\_\_\_\_ (Signature)

Title \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By Lori Norris (Signature)

Name Lori Norris (Print)

Title Consultant (Print)

By \_\_\_\_\_ (Signature)

Title \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)

Name Steve Carter (Print)

Title Regional Manager (Print)

By \_\_\_\_\_ (Signature)

Title \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

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

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

WITNESS MY HAND THIS 10<sup>th</sup> DAY OF March, 2015.

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: \_\_\_\_\_ (Signature)

Name: Neil A. Milestone, Esq. (Print)

Title: Attorney (Print)

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)

Name: Jose M. Rives Jr. (Print)

Title: Surveyor (Print)

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

By: Debra Kerner (Signature)

Name: Debra Kerner, Esq. (Print)

Title: Attorney (Print)

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)

Title: Michael Solitro (Print)

Title: Surveyor (Print)

By: \_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)

Name: Lori Norris (Print)

Title: Consultant (Print)

By: \_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)

Name: Steve Carter (Print)

Title: Regional Manager (Print)

By: \_\_\_\_\_ (Signature)

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Title: \_\_\_\_\_ (Print)

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

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WITNESS MY HAND THIS 16<sup>th</sup> DAY OF March, 2015.

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By \_\_\_\_\_ (Signature)

Name: Neil A. Milestone, Esq (Print)

Title: Attorney (Print)

By \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)

Name: Jose M. Rives Jr. (Print)

Title: Surveyor (Print)

By \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By Debra Kerner (Signature)

Name: Debra Kerner, Esq. (Print)

Title: Attorney (Print)

By \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By [Signature] (Signature)

Title: Michael Solitro (Print)

Title: Surveyor (Print)

By \_\_\_\_\_ (Signature)

Title \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)

Name: Lori Norris (Print)

Title: Consultant (Print)

By \_\_\_\_\_ (Signature)

Title \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)

Name: Steve Carter (Print)

Title: Regional Manager (Print)

By \_\_\_\_\_ (Signature)

Title \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

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

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

WITNESS MY HAND THIS 10<sup>th</sup> DAY OF March 2005.

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By \_\_\_\_\_ (Signature)

Name: Neil A. Milestone, Esq. (Print)

Title: Attorney (Print)

By \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)

Name: Jose M. Rives Jr. (Print)

Title: Surveyor (Print)

By \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By Debra Kerner (Signature)

Name: Debra Kerner, Esq. (Print)

Title: Attorney (Print)

By \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)

Title: Michael Solitro (Print)

Title: Surveyor (Print)

By \_\_\_\_\_ (Signature)

Title \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By \_\_\_\_\_ (Signature)

Name: Lori Norris (Print)

Title: Consultant (Print)

By \_\_\_\_\_ (Signature)

Title \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

By Steve Carter (Signature)

Name: Steve Carter (Print)

Title: Regional Manager (Print)

By \_\_\_\_\_ (Signature)

Title \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

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

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WITNESS MY HAND THIS 10 DAY OF MARCH, 2005

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print)

Name: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

By: AM \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

Name: Jose M Ruyes Jr (Print)

Name: \_\_\_\_\_ (Print)

Title: Surveyor (Print)

Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print)

Name: \_\_\_\_\_ (Print)

Title: \_\_\_\_\_ (Print)

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By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (Print)

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By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

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Title: \_\_\_\_\_ (Print)

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

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

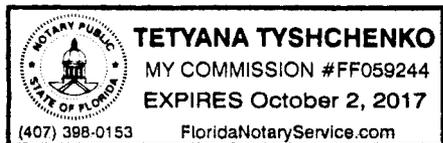
NOTARIZATION PROVISION

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared **Neil A. Milestone** 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.

*Neil A. Milestone*  
AFFIANT: Neil A. Milestone

SWORN TO AND SUBSCRIBED before me this <sup>16<sup>th</sup></sup> day of March 2015



*Tetyana Tyshchenko*  
Notary Public State of Florida At Large  
Printed Name of Notary: Tetyana Tyshchenko  
My commission expires: 10/2/2017

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared **Jose M. Rives Jr.** 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: Jose M. Rives Jr.

SWORN TO AND SUBSCRIBED before me this day of March 2015

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

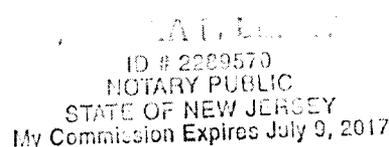
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared **Debra Kerner** 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.

*Debra Kerner*  
AFFIANT: Debra Kerner

SWORN TO AND SUBSCRIBED before me this day of March 2015

*Angela M. Jones*  
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 **Michael Solitro** 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: Michael Solitro

SWORN TO AND SUBSCRIBED before me this day of March 2015

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

**NOTARIZATION PROVISION**

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared **Neil A. Milestone** 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 **Neil A. Milestone**

SWORN TO AND SUBSCRIBED before me this        day of March, 2015

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 **Jose M. Rives Jr.** 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 **Jose M. Rives Jr.**

SWORN TO AND SUBSCRIBED before me this        day of March, 2015

Notary Public State of Florida At Large

Printed Name of Notary  
My commission expires

*New Jersey*  
STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared **Debra Kerner** 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

*Debra Kerner*  
AFFIANT **Debra Kerner**

SWORN TO AND SUBSCRIBED before me this 10<sup>th</sup> day of March, 2015

*Angela M. Leary*  
Notary Public State of Florida At Large  
*New Jersey*

Printed Name of Notary  
My commission expires July 9, 2017

**ANGELA M. LEARY**  
ID # 2289570  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires July 9, 2017

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

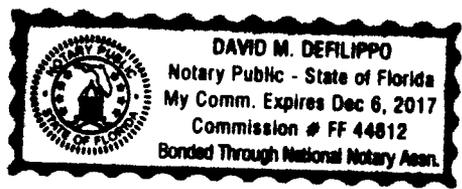
Before me, the undersigned authority, personally appeared **Michael Solitro** the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct

*Michael Solitro*  
AFFIANT **Michael Solitro**

SWORN TO AND SUBSCRIBED before me this        day of March, 2015

*David M. DeFilippo*  
Notary Public State of Florida At Large

Printed Name of Notary  
My commission expires 12/6/2017



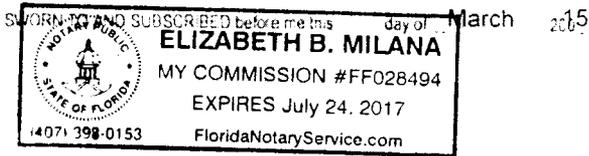
**NOTARIZATION PROVISION**

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared **Steve Carter**  
executed this Affidavit for the purposes stated therein and that it is true and correct

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

*Steve Carter*  
AFFIANT Steve Carter



*Elizabeth B. Milana*  
Notary Public State of Florida At Large  
Printed Name of Notary *Elizabeth B. milana*  
My commission expires *7/24/17*

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
executed this Affidavit for the purposes stated therein and that it is true and correct

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Notary Public State of Florida At Large

Printed Name of Notary \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
executed this Affidavit for the purposes stated therein and that it is true and correct

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Notary Public State of Florida At Large

Printed Name of Notary \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
executed this Affidavit for the purposes stated therein and that it is true and correct

the Affiant, who being first by me duly sworn, did swear or affirm that he/she

AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Notary Public State of Florida At Large

Printed Name of Notary \_\_\_\_\_  
My commission expires \_\_\_\_\_

**NOTARIZATION PROVISION**

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared **Neil A. Milestone** 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 **Neil A. Milestone**

SWORN TO AND SUBSCRIBED before me this \_\_\_ day of **March** 20**15**

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 **Jose M. Rives Jr.** 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 **Jose M. Rives Jr.**

SWORN TO AND SUBSCRIBED before me this \_\_\_ day of **March** 20**15**

Notary Public State of Florida At Large

Printed Name of Notary  
My commission expires:

*New Jersey*  
STATE OF ~~FLORIDA~~ )  
COUNTY OF ~~MIAMI-DADE~~ )  
*Union*

Before me, the undersigned authority, personally appeared **Debra Kerner** 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 **Debra Kerner**

SWORN TO AND SUBSCRIBED before me this 10<sup>th</sup> day of **March** 20**15**

*Angela M. Leary*  
Notary Public State of ~~Florida~~ At Large  
*New Jersey*

Printed Name of Notary  
My commission expires: *July 9, 2017*

**ANGELA M. LEARY**  
ID # 2289570  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires July 9, 2017

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared **Michael Solitro** 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 **Michael Solitro**

SWORN TO AND SUBSCRIBED before me this \_\_\_ day of **March** 20**15**

Notary Public State of Florida At Large

Printed Name of Notary  
My commission expires:

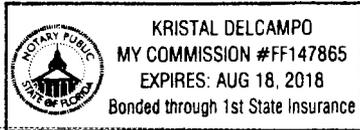
**NOTARIZATION PROVISION**

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Jose M Rivers Jr 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 MARCH, 2015



[Signature]  
Notary Public State of Florida At Large  
Kristal Delcampo  
Printed Name of Notary  
My commission expires 8/18/18

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public State of Florida At Large

\_\_\_\_\_  
Printed Name of Notary  
My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public State of Florida At Large

\_\_\_\_\_  
Printed Name of Notary  
My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public State of Florida At Large

\_\_\_\_\_  
Printed Name of Notary  
My commission expires \_\_\_\_\_

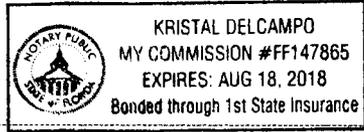
**NOTARIZATION PROVISION**

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Lori Norris 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 MARCH, 2005



*[Signature]*  
Notary Public State of Florida At Large  
KRISTAL DELCAMPO  
Printed Name of Notary  
My commission expires 8/18/18

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

\_\_\_\_\_ AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public State of Florida At Large  
Printed Name of Notary  
My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

\_\_\_\_\_ AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public State of Florida At Large  
Printed Name of Notary  
My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE)

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

\_\_\_\_\_ AFFIANT

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public State of Florida At Large  
Printed Name of Notary  
My commission expires \_\_\_\_\_

RESOLUTION NO. 2015-\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL TO PERMIT THE SALE OF BEER AND WINE IN A GROCERY SECTION OF THE BED BATH & BEYOND STORE LOCATED AT 19205 BISCAYNE BOULEVARD, CITY OF AVENTURA, NOTWITHSTANDING THE SPACING AND DISTANCE REQUIREMENTS FOR THE SALE AND SERVICE OF ALCOHOLIC BEVERAGES REGULATED BY SECTION 4-2(a) AND SECTION 4-2(b) OF THE CITY CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

**WHEREAS**, the applicant, Bed Bath & Beyond Inc., through Application No. 02-CU-15 is requesting conditional use approval to permit the sale of beer and wine in a grocery section of its existing store at 19205 Biscayne Boulevard, City of Aventura, notwithstanding the spacing and distance requirements of Chapter 4, Section 4-2(a) and (b) of the City Code; and

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

**WHEREAS**, the City Commission finds that the Application meets the criteria of the 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 Conditional Use to permit the sale of wine and beer in a grocery section of the Bed Bath & Beyond store in the B2 zoning district is hereby granted exclusively to the Applicant, subject to the conditions set out in this Resolution, on property legally described in Exhibit "A" attached to this Resolution and known as municipal address 19205 Biscayne Boulevard, City of Aventura.

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

1. This approval shall be granted exclusively to the Bed Bath & Beyond store at 19205 Biscayne Boulevard, City of Aventura.
2. The use shall be established within twelve (12) months of the date of the approved resolution, or the approval granted herein shall expire, unless extended by motion of the City Commission at the written request of the applicant.
3. The sale of wine and beer shall be established in conjunction with a grocery section of the existing Bed Bath & Beyond store. This conditional use approval shall

terminate in the event the grocery section of the store is not established or is established and subsequently removed.

- 4. The applicant shall obtain all necessary license or licenses from the State of Florida to allow package sales of beer and wine in sealed containers for consumption off premises only.
- 5. The sale of alcoholic beverages shall be terminated in the event that the City Commission determines, after a public hearing, that the operation has created and/or may tend to create a disturbance to the community. A public hearing shall be set if the City Manager finds probable cause to believe that a disturbance has been created, based upon complaints received or the City Manager’s observation.
- 6. The applicant shall comply with the hours of operation allowed to establishments for package sales pursuant to Section 4-3 of the City Code, namely, between 8:00 a.m. and 10:00 p.m., except that the sale of beer may be made in sealed containers for off-premises consumption during such hours as the store is legally open for sale of other grocery items.

**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 Denise Landman  | _____ |
| Commissioner Marc Narotsky   | _____ |
| Commissioner Robert Shelley  | _____ |
| Commissioner Howard Weinberg | _____ |
| Vice Mayor Teri Holzberg     | _____ |
| Mayor Enid Weisman           | _____ |

**PASSED AND ADOPTED** this 7<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
ENID WEISMAN, MAYOR

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
CITY CLERK

**EXHIBIT "A" TO RESOLUTION NO. 2015-\_\_**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

All of Tract A of Soffer Redlich Plat, according to the Plat thereof, as recorded in Plat Book 153, Page 56, of the Public Records of Miami-Dade County, Florida;

Less and Except:

Beginning at the SE corner of said Tract A, Thence along the boundary line of said Tract A for the following described four (4) courses; (1) Thence North 2 degrees 51 minutes 49 seconds West for 617.34 feet to a point on the limited access right of way of State Road 852; (2) Thence North 56 degrees 51 minutes 19 seconds West, along the previously described line for 186.33 feet; (3) Thence South 2 degrees 54 minutes 5 seconds East for 75.53 feet; (4) Thence South 87 degrees 31 minutes 10 seconds West for 45.92 feet; Thence South 2 degrees 51 minutes 9 seconds East, departing the above named boundary line of said Tract for 198.25 feet; Thence South 47 degrees 08minutes 18 seconds East for 27.93 feet; Thence South 2 degrees 51 minutes 49 seconds East for 432.04 feet to a point on the south line of said Tract A; Thence North 87 degrees 34 minutes 58 seconds East along the previously described line for 177.09 feet to the point of beginning.

**CITY OF AVENTURA**  
**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

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

DATE: April 2, 2015

SUBJECT: **Ordinance Amending 2014/15 Charter School Fund Budget**

---

1<sup>st</sup> Reading April 7, 2015 City Commission Meeting Agenda Item 7  
2<sup>nd</sup> Reading April 16, 2015 City Commission Meeting Agenda Item \_\_\_\_\_

**RECOMMENDATION**

It is recommended that the City Commission approve the attached Ordinance amending the 2014/15 Charter School Fund Budget. The total amount of the amendment is \$163,163.

**BACKGROUND**

The attached document has been prepared as a clean-up amendment prior to the end of the Fiscal Year on June 30, 2015. The following is a summary of the amendments:

**REVENUES**

1. Updates the Florida Education Finance Program amounts to the actual amount to be received by \$290,049. This includes \$104,175 which will be offset by increasing the Administrative Fee charged by the Miami-Dade School Board on charter schools.
2. Eliminates the need to utilize prior year's surplus to balance the budget and decreases this line item by \$126,886.

**EXPENDITURES**

1. Increases the Administrative Fee charged by Miami-Dade School Board by \$104,175 which is offset by additional revenue discussed above.
2. Provides \$40,000 to replace air conditioning unit.

Memo to City Commission  
Page 2

3. Increases the contingency amount by \$18,988.

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

EMS/act

Attachment

CCO1890-15

ORDINANCE NO. 2015-\_\_\_\_

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.

**WHEREAS**, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Aventura City of Excellence School and upon the recommendations of the City Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2014/2015 Operating and Capital Budget of the Aventura City of Excellence School as set forth in Exhibit “A” attached hereto and made a part hereof.

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

**Section 1.** The recitals contained in the preamble to this Ordinance are incorporated by reference herein.

**Section 2.** The City Commission hereby authorizes the amendment of Ordinance No. 2014-07, which Ordinance adopted a budget for the 2014/2015 fiscal year for the Aventura City of Excellence School by revising the 2014/2015 budget as set forth on the attached Exhibit “A”, which exhibit is deemed incorporated by reference as though set forth in full herein.

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

**Section 4. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

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 Denise Landman  | _____ |
| Commissioner Marc Narotsky   | _____ |
| Commissioner Robert Shelley  | _____ |
| Commissioner Howard Weinberg | _____ |
| Vice Mayor Teri Holzberg     | _____ |
| Mayor Enid Weisman           | _____ |

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 Denise Landman  | _____ |
| Commissioner Marc Narotsky   | _____ |
| Commissioner Robert Shelley  | _____ |
| Commissioner Howard Weinberg | _____ |
| Vice Mayor Teri Holzberg     | _____ |
| Mayor Enid Weisman           | _____ |

**PASSED AND ADOPTED** on first reading this 7<sup>th</sup> day of April, 2015.

**PASSED AND ADOPTED** on second reading this 16<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
ENID WEISMAN, MAYOR

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

## EXHIBIT A

**Budget Amendments  
CHARTER SCHOOL FUND 190**

| OBJECT<br>CODE                       | CATEGORY                          | 2014/15<br>ADOPTED<br>BUDGET | 2014/15<br>AMENDED<br>AMOUNT | 2014/15<br>REVISED<br>BUDGET |
|--------------------------------------|-----------------------------------|------------------------------|------------------------------|------------------------------|
| <b>Revenues</b>                      |                                   |                              |                              |                              |
| <u><b>State Shared Revenues</b></u>  |                                   |                              |                              |                              |
| 3359100                              | Florida Education Finance Program | 6,380,297                    | 290,049                      | 6,670,346                    |
|                                      | SUBTOTAL                          | \$ 6,380,297                 | \$ 290,049                   | \$ 6,670,346                 |
| <u><b>Other Non-Revenues</b></u>     |                                   |                              |                              |                              |
| 3999000                              | Beginning Surplus                 | \$ 126,886                   | \$ (126,886)                 | \$ -                         |
|                                      | SUBTOTAL                          | \$ 126,886                   | \$ (126,886)                 | \$ -                         |
| <b>Total Amendments-Revenues</b>     |                                   |                              | <u><u>\$ 163,163</u></u>     |                              |
| <b>Expenditures</b>                  |                                   |                              |                              |                              |
| <u><b>Operation of Plant</b></u>     |                                   |                              |                              |                              |
| 3149                                 | MDCSB Administrative Fee          | \$ 32,000                    | \$ 104,175                   | \$ 136,175                   |
| 4635                                 | Repairs & Maintenance             | 84,000                       | 40,000                       | 124,000                      |
| 5901                                 | Contingency                       | 85,000                       | 18,988                       | 103,988                      |
|                                      | SUBTOTAL                          | \$ 201,000                   | \$ 163,163                   | \$ 364,163                   |
| <b>Total Amendments-Expenditures</b> |                                   |                              | <u><u>\$ 163,163</u></u>     |                              |

**CITY OF AVENTURA**  
**FINANCE DEPARTMENT**

**MEMORANDUM**

TO: City Commission

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

BY:  Brian K. Raducci, Finance Director

DATE: February 20, 2015

SUBJECT: **Mid-Year Ordinance Amending 2014/15 Budget**

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1<sup>st</sup> Reading March 3, 2015 City Commission Meeting Agenda Item 7  
2<sup>nd</sup> Reading April 7, 2015 City Commission Meeting Agenda Item 8

**RECOMMENDATION**

It is recommended that the City Commission approve the attached Ordinance amending the 2014/15 budget. The total amount of each fund's budget amendment is outlined below.

**BACKGROUND**

As you may be aware, the City normally amends the budget to recognize actual fund balance amounts carried over based on the prior year's audit. In addition, current year budget amounts are amended to re-appropriate the balances in capital outlay projects which were not 100% complete by the end of the prior fiscal year.

The need to re-appropriate unspent capital accounts and to recognize the actual fund balances at September 30, 2014 to the 2014/15 budget will also be addressed in my memorandum which will accompany the Commission's electronic package containing the Comprehensive Annual Financial Report.

**GENERAL FUND (001) REVENUES/EXPENDITURES – \$ 602,475**

To recognize additional Carryover to fund the items described below.

1. To re-appropriate \$ 622,186 worth of capital outlay projects which were not 100% complete by the end of the prior fiscal year as follows:

|                         |                   |
|-------------------------|-------------------|
| a. computer equipment   | \$ 518,153        |
| b. equipment – other    | 49,033            |
| c. community garden     | 25,000            |
| d. art in public places | <u>30,000</u>     |
| Total                   | <u>\$ 622,186</u> |

2. To decrease Non Departmental/Transfers to the debt service funds by \$ 19,711 in order to recognize and utilize actual fund balances from the two-related debt service funds described below, based on the prior year's audit.

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**SPECIAL REVENUE FUNDS**

**POLICE EDUCATION FUND (110) REVENUES/EXPENDITURES – \$ 1,120**

To recognize and re-appropriate the actual fund balance amount carried over based on the prior year's audit.

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**STREET MAINTENANCE FUND (120) REVENUES/EXPENDITURES – \$ 812,540**

To recognize additional Carryover to fund the two (2) projects below (items a. and b.) as well as increase the capital reserve (item c.):

|  |                   |
|--|-------------------|
| a. NE 185 <sup>th</sup> St. Turning Lane Modifications | \$ 225,000        |
| b. Country Club Drive Path Asphalt Repairs             | 90,000            |
| c. Capital Reserve                                     | <u>497,540</u>    |
| Total  | <u>\$ 812,540</u> |

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**911 FUND (180) REVENUES/EXPENDITURES – (\$ 19,720)**

To adjust the actual fund balance amount carried over based on the prior year's audit.

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**DEBT SERVICES FUNDS**

**DEBT SERVICE FUND SERIES 2010 & 2011 (230) REVENUES – \$ 0  
(Revenue Reclassification of \$ 12,205 – Net effect is \$ 0)**

To recognize and re-appropriate the actual fund balance amount carried over based on the prior year's audit and to reduce the transfer from the General Fund, respectively by \$ 12,205 for a net effect of \$ 0.

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**DEBT SERVICE FUND SERIES 2012, Charter School Land (250) REVENUES – \$ 0  
(Revenue Reclassification of \$ 7,506 – Net effect is \$ 0)**

To recognize and re-appropriate the actual fund balance amount carried over based on the prior year's audit and to reduce the transfer from the General Fund, respectively by \$ 7,506 for a net effect of \$ 0.

## **CAPITAL PROJECTS FUND (392) REVENUES/EXPENDITURES – (\$ 456,185)**

To adjust the following items:

- a. Reduce carryover amounts (for both Public Safety and Community Services) to their actual amounts as determined by the prior year's audit
  - Public Safety – (\$ 443,993)
  - Community Services – (\$ 12,192)
- b. The TVMS Upgrades project is a project that will be completed in phases and as such we are reducing this year's project appropriation by \$ 442,500 to cover only that portion which we anticipate funding during FY 2014/15. Any additional funding that may be required to complete various phases, will be budgeted / reappropriated at that time.
- c. Reduce capital reserves amounts (for both Public Safety and Community Services) to their actual amounts as determined by the prior year's audit
  - Public Safety – (\$ 1,493)
  - Community Services – (\$ 12,192)

If you should have any questions related to this memorandum, please feel free to contact the City Manager.

BKR/bkr

ORDINANCE NO. 2015-\_\_\_

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2014-10 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2014/2015 FISCAL YEAR BY REVISING THE 2014/2015 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the City and upon the recommendations of the City Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2014/2015 Operating and Capital Budget as set forth in Exhibit "A" attached hereto and made a part hereof.

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

**Section 1.** The recitals contained in the preamble to this Ordinance are incorporated by reference herein.

**Section 2.** The City Commission hereby authorizes the amendment of Ordinance No. 2014-10, which Ordinance adopted a budget for the 2014/2015 fiscal year, by revising the 2014/2015 budget as set forth on the attached Exhibit "A" which exhibits are deemed incorporated by reference as though set forth in full herein.

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

**Section 4. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading and shall be applicable retroactively from and after October 1, 2014.

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

|                              |            |
|------------------------------|------------|
| Commissioner Enbar Cohen     | <u>Yes</u> |
| Commissioner Denise Landman  | <u>Yes</u> |
| Commissioner Marc Narotsky   | <u>Yes</u> |
| Commissioner Robert Shelley  | <u>Yes</u> |
| Commissioner Howard Weinberg | <u>Yes</u> |
| Vice Mayor Teri Holzberg     | <u>Yes</u> |
| Mayor Enid Weisman           | <u>Yes</u> |

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 Denise Landman  | ___ |
| Commissioner Marc Narotsky   | ___ |
| Commissioner Robert Shelley  | ___ |
| Commissioner Howard Weinberg | ___ |
| Vice Mayor Teri Holzberg     | ___ |
| Mayor Enid Weisman           | ___ |

**PASSED AND ADOPTED** on first reading this 3<sup>rd</sup> day of March, 2015.

**PASSED AND ADOPTED** on second reading this 7<sup>th</sup> day of April, 2015.

ATTEST:

\_\_\_\_\_  
MAYOR ENID WEISMAN

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

## FY 2014/15 Budget Amendments

|   |  | GENERAL FUND (001)           |                              |                              |
|---|--|------------------------------|------------------------------|------------------------------|
| OBJECT<br>CODE  | CATEGORY                                 | 2014/15<br>ADOPTED<br>BUDGET | 2014/15<br>AMENDED<br>AMOUNT | 2014/15<br>REVISED<br>BUDGET |
| <b>Revenues</b>   |  |                              |                              |                              |
| <u>Non-Revenue</u>  |  |                              |                              |                              |
| 3999000   | Carryover                                | \$ 16,414,538                | \$ 602,475                   | \$ 17,017,013                |
|   | SUBTOTAL                                 | <u>\$ 16,414,538</u>         | <u>\$ 602,475</u>            | <u>\$ 17,017,013</u>         |
| <b>Total Amendments - Revenues</b>                          |  |                              | <u><u>\$ 602,475</u></u>     |                              |
| <b>Expenditures</b>   |  |                              |                              |                              |
| <u>Capital Outlay/Information Technology (8012-513)</u>     |  |                              |                              |                              |
| 6401  | Computer Equipment>\$5,000               | \$ 227,400                   | \$ 371,498                   | \$ 598,898                   |
|   | SUBTOTAL                                 | <u>\$ 227,400</u>            | <u>\$ 371,498</u>            | <u>\$ 598,898</u>            |
| <u>Capital Outlay/Public Safety (8020-521)</u>              |  |                              |                              |                              |
| 6401  | Computer Equipment>\$5,000               | \$ 263,352                   | \$ 1,510                     | \$ 264,862                   |
| 6402  | Computer Equipment<\$5,000               | 149,612                      | 55,000                       | 204,612                      |
| 6410  | Equipment>\$5,000                        | 139,497                      | 49,033                       | 188,530                      |
|   | SUBTOTAL                                 | <u>\$ 552,461</u>            | <u>\$ 105,543</u>            | <u>\$ 658,004</u>            |
| <u>Capital Outlay/Community Development (8040-524)</u>      |  |                              |                              |                              |
| 6402  | Computer Equipment<\$5,000               | \$ 3,500                     | \$ 90,145                    | \$ 93,645                    |
|   | SUBTOTAL                                 | <u>\$ 3,500</u>              | <u>\$ 90,145</u>             | <u>\$ 93,645</u>             |
| <u>Capital Outlay/Community Services (8050-539/541/572)</u> |  |                              |                              |                              |
| 6310  | Aventura Founders Park                   | \$ 28,000                    | \$ 25,000                    | \$ 53,000                    |
|   | SUBTOTAL                                 | <u>\$ 28,000</u>             | <u>\$ 25,000</u>             | <u>\$ 53,000</u>             |
| <u>Non-Departmental - (8090-590)</u>                        |  |                              |                              |                              |
| 6454  | Art in Public Places                     | \$ -                         | \$ 30,000                    | \$ 30,000                    |
|   | SUBTOTAL                                 | <u>\$ -</u>                  | <u>\$ 30,000</u>             | <u>\$ 30,000</u>             |
| <u>Non Departmental/Transfers (9001-581)</u>                |  |                              |                              |                              |
| 9123  | Transfer to 1999 Debt Service Fund (230) | \$ 1,199,453                 | \$ (12,205)                  | \$ 1,187,248                 |
| 9125  | Transfer to 2012 Debt Service Fund (250) | 403,912                      | (7,506)                      | 396,406                      |
|   | SUBTOTAL                                 | <u>\$ 1,603,365</u>          | <u>\$ (19,711)</u>           | <u>\$ 1,583,654</u>          |
| <b>Total Amendments - Expenditures</b>                      |  |                              | <u><u>\$ 602,475</u></u>     |                              |

## POLICE EDUCATION FUND (110)

| OBJECT CODE                     | CATEGORY                               | 2014/15 ADOPTED BUDGET | 2014/15 AMENDED AMOUNT | 2014/15 REVISED BUDGET |
|---------------------------------|--|------------------------|------------------------|------------------------|
| <b>Revenues</b>                 |  |                        |                        |                        |
| <u>Non-Revenue</u>              |  |                        |                        |                        |
| 3999000                         | Carryover                              | \$ -                   | \$ 1,120               | \$ 1,120               |
|                                 | <b>SUBTOTAL</b>                        | <b>\$ -</b>            | <b>\$ 1,120</b>        | <b>\$ 1,120</b>        |
|                                 | <b>Total Amendments - Revenues</b>     |                        | <b>\$ 1,120</b>        |                        |
| <b>Expenditures</b>             |  |                        |                        |                        |
| <u>Public Safety (2001-521)</u> |  |                        |                        |                        |
| 5450                            | Training                               | \$ 7,000               | \$ 1,120               | \$ 8,120               |
|                                 | <b>SUBTOTAL</b>                        | <b>\$ 7,000</b>        | <b>\$ 1,120</b>        | <b>\$ 8,120</b>        |
|                                 | <b>Total Amendments - Expenditures</b> |                        | <b>\$ 1,120</b>        |                        |

## TRANSPORTATION AND STREET MAINTENANCE FUND (120)

| OBJECT CODE                          | CATEGORY                                | 2014/15 ADOPTED BUDGET | 2014/15 AMENDED AMOUNT | 2014/15 REVISED BUDGET |
|--------------------------------------|---|------------------------|------------------------|------------------------|
| <b>Revenues</b>                      |   |                        |                        |                        |
| <u>Non-Revenue</u>                   |   |                        |                        |                        |
| 3999000                              | Carryover                               | \$ 1,400,940           | \$ 812,540             | \$ 2,213,480           |
|                                      | <b>SUBTOTAL</b>                         | <b>\$ 1,400,940</b>    | <b>\$ 812,540</b>      | <b>\$ 2,213,480</b>    |
|                                      | <b>Total Amendments - Revenues</b>      |                        | <b>\$ 812,540</b>      |                        |
| <b>Expenditures</b>                  |   |                        |                        |                        |
| <u>Community Services (5001-541)</u> |   |                        |                        |                        |
| 6314                                 | NE 185th St. Turning Lane Modifications | \$ -                   | \$ 225,000             | \$ 225,000             |
| 6315                                 | Country Club Drive Path Asphalt Repairs | -                      | 90,000                 | 90,000                 |
| 6999                                 | Capital Reserve                         | 685,315                | 497,540                | 1,182,855              |
|                                      | <b>SUBTOTAL</b>                         | <b>\$ 685,315</b>      | <b>\$ 812,540</b>      | <b>\$ 1,497,855</b>    |
|                                      | <b>Total Amendments - Expenditures</b>  |                        | <b>\$ 812,540</b>      |                        |

## 911 FUND (180)

| OBJECT CODE                     | CATEGORY                               | 2014/15 ADOPTED BUDGET | 2014/15 AMENDED AMOUNT | 2014/15 REVISED BUDGET |
|---------------------------------|--|------------------------|------------------------|------------------------|
| <b>Revenues</b>                 |  |                        |                        |                        |
| <u>Non-Revenue</u>              |  |                        |                        |                        |
| 3999000                         | Carryover                              | \$ 65,000              | \$ (19,720)            | \$ 45,280              |
|                                 | <b>SUBTOTAL</b>                        | <b>\$ 65,000</b>       | <b>\$ (19,720)</b>     | <b>\$ 45,280</b>       |
|                                 | <b>Total Amendments - Revenues</b>     |                        | <b>\$ (19,720)</b>     |                        |
| <b>Expenditures</b>             |  |                        |                        |                        |
| <u>Public Safety (2001-521)</u> |  |                        |                        |                        |
| 6999                            | Capital Reserve                        | \$ 30,200              | \$ (19,720)            | \$ 10,480              |
|                                 | <b>SUBTOTAL</b>                        | <b>\$ 30,200</b>       | <b>\$ (19,720)</b>     | <b>\$ 10,480</b>       |
|                                 | <b>Total Amendments - Expenditures</b> |                        | <b>\$ (19,720)</b>     |                        |

**DEBT SERVICE FUND  
SERIES 2010 & 2011 (230)**

| OBJECT<br>CODE     | CATEGORY                           | 2014/15<br>ADOPTED<br>BUDGET | 2014/15<br>AMENDED<br>AMOUNT | 2014/15<br>REVISED<br>BUDGET |
|--------------------|------------------------------------|------------------------------|------------------------------|------------------------------|
| <b>Revenues</b>    |                                    |                              |                              |                              |
| <u>Non-Revenue</u> |                                    |                              |                              |                              |
| 3811001            | Transfer from General Fund         | \$ 1,199,453                 | \$ (12,205)                  | \$ 1,187,248                 |
| 3999000            | Carryover                          | -                            | 12,205                       | 12,205                       |
|                    | <b>SUBTOTAL</b>                    | <b>\$ 1,199,453</b>          | <b>\$ -</b>                  | <b>\$ 1,199,453</b>          |
|                    | <b>Total Amendments - Revenues</b> |                              | <b>\$ -</b>                  |                              |

**DEBT SERVICE FUND  
SERIES 2012 CHARTER SCHOOL LAND ACQUISITION (250)**

| OBJECT<br>CODE     | CATEGORY                           | 2014/15<br>ADOPTED<br>BUDGET | 2014/15<br>AMENDED<br>AMOUNT | 2014/15<br>REVISED<br>BUDGET |
|--------------------|------------------------------------|------------------------------|------------------------------|------------------------------|
| <b>Revenues</b>    |                                    |                              |                              |                              |
| <u>Non-Revenue</u> |                                    |                              |                              |                              |
| 3811001            | Transfer from General Fund         | \$ 403,912                   | \$ (7,506)                   | \$ 396,406                   |
| 3999000            | Carryover                          | -                            | 7,506                        | 7,506                        |
|                    | <b>SUBTOTAL</b>                    | <b>\$ 403,912</b>            | <b>\$ -</b>                  | <b>\$ 403,912</b>            |
|                    | <b>Total Amendments - Revenues</b> |                              | <b>\$ -</b>                  |                              |

**CAPITAL PROJECTS FUND (392)**

| OBJECT<br>CODE                       | CATEGORY                               | 2014/15<br>ADOPTED<br>BUDGET | 2014/15<br>AMENDED<br>AMOUNT | 2014/15<br>REVISED<br>BUDGET |
|--------------------------------------|--|------------------------------|------------------------------|------------------------------|
| <b>Revenues</b>                      |  |                              |                              |                              |
| <u>Non-Revenue</u>                   |  |                              |                              |                              |
| 3999000                              | Carryover - Public Safety              | \$ 469,891                   | \$ (443,993)                 | \$ 25,898                    |
| 3999000                              | Carryover - Community Services         | 1,045,933                    | (12,192)                     | 1,033,741                    |
|                                      | <b>SUBTOTAL</b>                        | <b>\$ 1,515,824</b>          | <b>\$ (456,185)</b>          | <b>\$ 1,059,639</b>          |
|                                      | <b>Total Amendments - Revenues</b>     |                              | <b>\$ (456,185)</b>          |                              |
| <b>Expenditures</b>                  |  |                              |                              |                              |
| <u>Public Safety (2001-521)</u>      |  |                              |                              |                              |
| 6320                                 | TVMS Upgrades                          | \$ 1,200,000                 | \$ (442,500)                 | \$ 757,500                   |
| 6999                                 | Capital Reserve - Public Safety        | 27,391                       | (1,493)                      | 25,898                       |
| <u>Community Services (5001-521)</u> |  |                              |                              |                              |
| 6999                                 | Capital Reserve - Community Services   | 923,433                      | (12,192)                     | 911,241                      |
|                                      | <b>SUBTOTAL</b>                        | <b>\$ 2,150,824</b>          | <b>\$ (456,185)</b>          | <b>\$ 1,694,639</b>          |
|                                      | <b>Total Amendments - Expenditures</b> |                              | <b>\$ (456,185)</b>          |                              |