

City Commission

Enid Weisman, Mayor

Enbar Cohen, Vice Mayor

Teri Holzberg, Commissioner

Denise Landman, Commissioner

Marc Narotsky, Commissioner

Robert Shelley, Commissioner

Howard Weinberg, Commissioner



City Manager

Eric M. Soroka, ICMA-CM

City Clerk

Ellisa L. Horvath, MMC

City Attorney

Weiss Serota Helfman

Cole & Bierman

CIY COMMISSION MEETING AGENDA JULY 7, 2015

Following the 6:00 p.m. Local Planning Agency Meeting

**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:** None.
- 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:**
 - June 2, 2015 Commission Regular Meeting
 - June 23, 2015 Commissioner 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 FOR AN EFFECTIVE DATE.**
 - C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ADOPTING THE CURRENT MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY, AS AMENDED, IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY RATING SYSTEM REQUIREMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

- D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR RFP NO. 15-06-01-2, FOOD PROGRAM MANAGEMENT SERVICES, TO KOSHER SUBWAY, INC. IN ACCORDANCE WITH THE RFP DOCUMENT ATTACHED AS EXHIBIT "A"; 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; AND PROVIDING FOR AN EFFECTIVE DATE.**
- E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 15-06-19-2, BISCAYNE LAKE GARDENS ROAD RESURFACING IMPROVEMENTS TO M&M ASPHALT MAINTENANCE, INC. AT THE BID PRICE OF \$113,677; 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.**
- F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S CONCEPT 1 DESIGN FOR THE NE 203 STREET AND BISCAYNE BOULEVARD INTERSECTION IMPROVEMENTS AS SHOWN IN EXHIBIT 1 ATTACHED HERETO; REQUESTING THE STATE OF FLORIDA TO EXPEDITE THE FUNDING DESIGN, AND CONSTRUCTION OF THIS IMPORTANT TRAFFIC FLOW SAFETY IMPROVEMENT PROJECT; PROVIDING DIRECTION TO THE CITY CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

RESOLUTION – PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL PURSUANT TO SECTION 31-144(f)(2)a. OF THE CITY CODE TO PERMIT A BUSINESS-RELATED SCHOOL IN THE MO (MEDICAL OFFICE) DISTRICT; GRANTING APPROVAL OF VARIANCE FROM SECTION 31-171(b)(8) OF THE CITY CODE TO PERMIT 28 PARKING SPACES FOR THE SCHOOL USE WHERE 42 PARKING SPACES ARE REQUIRED BY CODE; FOR THE MEDISCA NETWORK INC. TENANT SPACE IN THE OFFICE BUILDING AT 21550 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCES - FIRST READING/PUBLIC HEARING:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA AMENDING SECTION 31-144 "BUSINESS ZONING DISTRICTS" OF THE CITY'S LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 31-144(C)(5)A., COMMUNITY BUSINESS (B2) DISTRICT, TO ALLOW INCREASED LOT COVERAGE FOR PARCELS THAT ARE ADJACENT TO A PROPERTY ZONED AS RECREATION OPEN SPACE (ROS) DISTRICT AND ARE JOINED TO THE ROS PARCEL BY A UNITY OF TITLE OR COVENANT IN LIEU OF UNITY OF TITLE, PROVIDED THAT THE ROS LAND AREA IS NO LESS THAN 200 ACRES IN SIZE AND PROVIDED THAT ANY CLUBHOUSE AND/OR CONFERENCE CENTER BUILDINGS ON THE B2 PARCEL DO NOT EXCEED TWO (2) STORIES IN HEIGHT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

8. ORDINANCES - SECOND READING/PUBLIC HEARING:

- A. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE, CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", FROM BUSINESS AND OFFICE TO PARKS AND RECREATION; AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" FROM PARKS AND RECREATION TO BUSINESS AND OFFICE; PROVIDING FOR SUBMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**
- B. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AVENTURA BY AMENDING THE ZONING DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", FROM B2, COMMUNITY BUSINESS DISTRICT TO ROS, RECREATION OPEN SPACE DISTRICT AND BY AMENDING THE ZONING DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "B", FROM ROS, RECREATION OPEN SPACE DISTRICT TO B2, COMMUNITY BUSINESS DISTRICT; APPROVING THE FOURTH AMENDMENT TO "RESTRICTIONS FOR BISCAYNE VILLAGE, MIAMI-DADE COUNTY, FLORIDA" RELATING TO THE GOLF COURSE AND COUNTRY CLUB PARCELS; ACCEPTING THE DECLARATION OF RESTRICTIONS CONTAINING THE APPLICANT'S PROFFER OF SITE IMPROVEMENTS AND OTHER RESTRICTIONS ON THE GOLF COURSE PARCEL, INCLUDING THE PARCEL DESCRIBED IN EXHIBIT "A"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. (This Item is Quasi-Judicial)**

9. RESOLUTIONS – PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, ACCEPTING AND ADOPTING IN PRINCIPLE, SUBJECT TO ANNUAL REVISION AND AUTHORIZATION, THE CITY OF AVENTURA CAPITAL IMPROVEMENT PROGRAM DOCUMENT FOR FISCAL YEAR 2015/16 TO 2019/20 AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

10. REPORTS

11. PUBLIC COMMENTS

12. OTHER BUSINESS: None

13. ADJOURNMENT

FUTURE MEETINGS*

**COMMISSION MEETING – JULY 16, 2015 AT 9 AM
EXECUTIVE CONFERENCE ROOM (5TH FLOOR)**

**COMMISSION WORKSHOP – JULY 16, 2015 FOLLOWING THE 9 AM MEETING
EXECUTIVE CONFERENCE ROOM (5TH 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
JUNE 2, 2015
FOLLOWING THE 6:00 P.M.
LOCAL PLANNING AGENCY MEETING**

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 6:15 p.m. Present were the following: Mayor Enid Weisman, Vice Mayor Enbar Cohen, Commissioner Teri Holzberg, 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 done at the Local Planning Agency Meeting.

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

4. **SPECIAL PRESENTATIONS:**

• **Certificates of Achievement – State USA Gymnastics Competition**

Finals: Mayor Weisman presented individual members of the Gymnastics Du Sol team with a Certificate of Achievement, in recognition of achieving placement in Trampoline, Tumbling, and Double Mini at the State of Florida USA Gymnastics Competition Finals.

• **Florida International University First Generation Scholarship**

Recipients: Mayor Weisman, Dr. Steven Moll (FIU Vice Provost - Biscayne Bay Campus) and Dr. Jan Solomon (FIU Program Coordinator for Public Affairs – Office of the Vice Provost) presented scholarships to the following City of Aventura First Generation Scholars for the 2014-2015 Academic Year: Carla Da Silva, Paula Suarez, Elena Katayeva, Alexandria Hall, and Diana Karakeshishyan. Ms. Da Silva and Ms. Suarez were in attendance.

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 Narotsky, and passed unanimously by roll call vote. The following action was taken:

A. Minutes were approved as follows:

- May 5, 2015 Commission Regular Meeting

B. **Resolution No. 2015-37** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED CONTRACT RENEWAL FOR LANDSCAPE MAINTENANCE WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ON BISCAYNE BOULEVARD FROM THE OLETA RIVER BRIDGE

NORTH TO THE MIAMI-DADE/BROWARD COUNTY LINE BY AND BETWEEN THE CITY OF AVENTURA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Resolution No. 2015-38 was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT CERTAIN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF AVENTURA AND MIAMI-DADE COUNTY RELATING TO EMERGENCY 911 SYSTEM SERVICE FEES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

7. ORDINANCES - FIRST READING – PUBLIC INPUT: Mr. Wolpin reviewed the quasi-judicial procedures for items 7A and 7B, to be heard as a joint public hearing. The staff reports and testimony provided at the Local Planning Agency Meeting were incorporated into the record by reference.

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE, CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, FROM BUSINESS AND OFFICE TO PARKS AND RECREATION; AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “B” FROM PARKS AND RECREATION TO BUSINESS AND OFFICE; PROVIDING FOR SUBMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AVENTURA BY AMENDING THE ZONING DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, FROM B2, COMMUNITY BUSINESS DISTRICT TO ROS, RECREATION OPEN SPACE DISTRICT AND BY AMENDING THE ZONING DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST

COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “B”, FROM ROS, RECREATION OPEN SPACE DISTRICT TO B2, COMMUNITY BUSINESS DISTRICT; APPROVING THE FOURTH AMENDMENT TO “RESTRICTIONS FOR BISCAYNE VILLAGE, MIAMI-DADE COUNTY, FLORIDA” RELATING TO THE GOLF COURSE AND COUNTRY CLUB PARCELS; ACCEPTING THE DECLARATION OF RESTRICTIONS CONTAINING THE APPLICANT’S PROFFER OF SITE IMPROVEMENTS AND OTHER RESTRICTIONS ON THE GOLF COURSE PARCEL, INCLUDING THE PARCEL DESCRIBED IN EXHIBIT “A”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

The motion for approval of the Ordinance (7A) passed unanimously, by roll call vote.

The motion for approval of the Ordinance (7B) passed unanimously, by roll call vote.

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

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

10. **REPORTS:**

Commissioner Landman recognized Aventura resident Daniela Ottati as an FIU Worlds Ahead Graduate.

Mayor Weisman presented Daniela Ottati with a proclamation congratulating her on achieving her doctoral degree, from Florida International University.

11. **PUBLIC COMMENTS:** None.

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 Commissioner Landman, seconded by Commissioner Narotsky, and passed unanimously. The meeting was adjourned at 6:49 p.m.

Ellisa L. Horvath, MMC, City Clerk

Approved by the Commission on July 7, 2015.



**CITY COMMISSION
WORKSHOP MEETING MINUTES
JUNE 23, 2015
9:00 A.M.**

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

CALL TO ORDER/ROLL CALL: The meeting was called to order by Mayor Enid Weisman at 9:00 a.m. The following were present: Mayor Enid Weisman, Vice Mayor Enbar Cohen (via telephone)¹, Commissioner Teri Holzberg, 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 James White. As a quorum was determined to be present, the meeting commenced.

1. OVERVIEW OF AACC 2014/15 SEASON (City Manager): Aventura Arts & Cultural Center Director Steve Clark and his staff, the Broward Center for the Performing Arts CEO and his staff, and the Pierson Grant Public Relations team provided an overview of the season, as well as the Media Coverage Report.

City Manager Summary: No action.

2. CAPITAL IMPROVEMENT PROGRAM 2015-2020 BRIEFING (City Manager): Mr. Soroka reviewed the Capital Improvement Program (CIP) for the fiscal period October 1, 2015 through September 30, 2020.

City Manager Summary: It was the consensus of the City Commission to place a resolution on the July Commission Meeting Agenda, accepting and adopting the Capital Improvement Program 2015-2020.

3. FOUNDERS DAY UPDATE (City Manager): Community Services Director Robert Sherman reported on the plans for the 20th Anniversary Event (November 8, 2015) and Anniversary Concert (November 14, 2015), as recommended by the Community Services Advisory Board.

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

4. RECREATIONAL DRONES (Mayor Weisman): Mayor Weisman discussed issues regarding recreational drones and the possibility of regulating them. Mr. White reviewed the memo provided and discussed the City's limited ability to regulate, with the chance that any regulations would be overturned by a court and pre-empted by federal law. He discussed possible civil remedies for violation of privacy, including the adoption of code enforcement regulations with a civil infraction for anyone who violated the state statutory provision.

City Manager Summary: It was the consensus of the City Commission for the City Attorney to draft a letter to the State Attorney General requesting direction on the City's available remedies.

¹ Phone communication with Vice Mayor Cohen ended at 9:45 a.m., after presentation of the Capital Improvement Program.

5. **RESOLUTION SUPPORTING FDOT'S CONCEPT 1 IMPROVEMENTS FOR NE 203 ST AND BISCAYNE BLVD. (Commissioner Landman):** Commissioner Landman requested that a resolution be considered supporting the FDOT Concept 1 Improvements and to request the State to expedite funding, design, and construction.

City Manager Summary: It was the consensus of the City Commission to place a resolution on the July Commission Meeting Agenda, supporting FDOT's Concept 1 Improvements.

6. **GOOD GOVERNMENT INITIATIVE CLASS V (Commissioner Landman):** Commissioner Landman requested that the City fund half of the cost (\$875) for her to attend the Good Government Initiative Class V at the University of Miami.

City Manager Summary: No action.

7. **SITE PLANS – MEDICAL OFFICE BUILDING:** Mr. Soroka reviewed the application for a new medical office building north of the Aventura Hospital, which is projected to be 11 stories.

City Manager Summary: No action.

ADJOURNMENT: There being no further business to come before the Commission, the meeting was adjourned by consensus at 10:50 a.m.

Ellisa L. Horvath, MMC, City Clerk

Approved by the Commission on July 7, 2015.

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

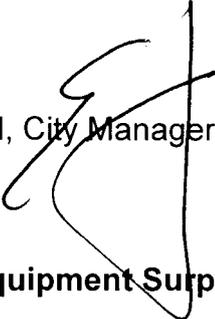
MEMORANDUM

TO: City Commission

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

DATE: June 2, 2015

SUBJECT: **Resolution Declaring Equipment Surplus**



July 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 FOR 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 7th day of July, 2015.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

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

TO: Eric M. Soroka, City Manager

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

DATE: 5 June 2015

SUBJECT: Surplus Property

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

2010	2FABP7BVXAX118037	Crown Victoria
2010	2FABP7BV4AX118034	Crown Victoria
2008	1GNECO3048R271084	Tahoe
2007	2FAFP71W87X122883	Crown Victoria
2008	2FAFP71V18X140733	Crown Victoria
2008	2FAFP71V38X140734	Crown Victoria
2008	2FAFP71V78X140736	Crown Victoria
2008	2FAFP71V08X140741	Crown Victoria

2007	2FAFP71W87X136850	Crown Victoria
------	-------------------	-------------------

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

TO: Eric M. Soroka, City Manager

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

DATE: 29 June2015

SUBJECT: Surplus Property

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

See attached

6/25/15
C. Fogelgren
6/17/15

**CITY OF AVENTURA
POLICE DEPARTMENT**

MEMORANDUM

TO: Commander Fogelgren via Chain of Command
FROM: Sgt. Castronovo / Sgt. Smith *CC 6/17/15*
SUBJECT: CIU Equipment Surplus
Date: June 10, 2015

The following items are no longer necessary/needed for the Criminal Investigations Unit:

- 3 – Garmin Nuvi – Serial # 1C9165909, 1C0783131, 17T442617 w/chargers
- 1 – Garmin Streetpilot C340 – Serial # 88763138 w/charger
- 1 – GE Microcassette Recorder - Model 3-5373 – No serial #
- 1 – Sanyo Compact Cassette Recorder – Model M-1110C – Serial # M2902998
- 1 – Panasonic Microcassette Recorder – Model RN-404 – Serial # GG7EE04191
- 1 – Audio Cassette Tape Eraser – No Serial #
- 1 – Sony Microcassette Recorder – Model M-527V – Serial # 1891140

CITY OF AVENTURA

INFORMATION TECHNOLOGY DEPARTMENT

MEMORANDUM

TO: Eric M. Soroka, City Manager
FROM: Karen J. Lanke, Information Technology Director
DATE: June 26, 2015
SUBJECT: Surplus Computer Equipment

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

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

Attachments

**City of Aventura
Computer Equipment Inventory**

Exhibit A

Brand	Model	Qty	Serial Number	Type
Crossmatch	ID500	1	ID500-004685	Fingerprint Scanner
Dell	Latitude D520	1	57BHYC1	Laptop
Dell	Optiplex 755	1	3NNQGH1	Desktop
Dell	Optiplex 960	1	FB4JQL1	Desktop
Xerox	Phaser 4500	1		Printer

**City of Aventura
ACES Computer Equipment Inventory**

Exhibit B

Brand	Model	Qty	Serial Number	Type
Avaya	Phones			Box # 1
Avaya	Phones			Box # 2
Brother	DCP-8040	1	U61032K4J362908	Printer
Dell	OptiPlex 755	1	3LXZSG1	Desktop
Dell	OptiPlex 755	1	F5QZSG1	Desktop
Dell	OptiPlex 755	1	7KXZSG1	Desktop
Dell	OptiPlex 755	1	87QZSG1	Desktop
Dell	OptiPlex 755	1	8YPZSG1	Desktop
Dell	OptiPlex 755	1	13QZSG1	Desktop
Dell	OptiPlex 755	1	8KXZSG1	Desktop
Dell	OptiPlex 755	1	5JXZSG1	Desktop
Dell	OptiPlex 760	1	631KCK1	Desktop
Dell	OptiPlex 780	1	HBR0MM1	Desktop
Dell	OptiPlex 780	1	HC3ZLM1	Desktop
Dell	OptiPlex 780	1	HB8ZLM1	Desktop
Dell	OptiPlex 780	1	HBS0MM1	Desktop
Dell	OptiPlex 780	1	HB91MM1	Desktop
Dell	OptiPlex 780	1	HC10MM1	Desktop
Dell	OptiPlex 780	1	HBPYLM1	Desktop
Dell	OptiPlex 780	1	HBZ0MM1	Desktop
Dell	OptiPlex 780	1	HC1ZLM1	Desktop
Dell	OptiPlex 780	1	HBCZLM1	Desktop
Dell	OptiPlex 780	1	HBMYLM1	Desktop
Dell	OptiPlex 780	1	HB90MM1	Desktop
Dell	OptiPlex 780	1	HBCZLM1	Desktop
Dell	OptiPlex 780	1	HBQYLM1	Desktop
Dell	OptiPlex 780	1	HBV0MM1	Desktop
Dell	OptiPlex 780	1	HBZ0MM1	Desktop
Dell	OptiPlex 780	1	HBQZLM1	Desktop
Dell	OptiPlex 780	1	HBD1MM1	Desktop
Dell	OptiPlex 780	1	HBGZLM1	Desktop
Dell	OptiPlex 780	1	HBG1MM1	Desktop
Dell	OptiPlex 780	1	HBHYLM1	Desktop
Dell	OptiPlex 780	1	HBNZLM1	Desktop
Dell	OptiPlex 780	1	HBZYLM1	Desktop
Dell	OptiPlex 780	1	HBV0MM1	Desktop
Dell	OptiPlex 780	1	HC31MM1	Desktop
Dell	OptiPlex 780	1	HC2ZLM1	Desktop
Dell	OptiPlex 780	1	HBWZLM1	Desktop
Dell	OptiPlex 780	1	HC30MM1	Desktop
Dell	OptiPlex 780	1	HBN1MM1	Desktop
Dell	OptiPlex 780	1	HBH0MM1	Desktop
Dell	OptiPlex 780	1	HBM1MM1	Desktop
Dell	OptiPlex 780	1	HBVZLM1	Desktop
Dell	OptiPlex 780	1	HBSYLM1	Desktop
Dell	OptiPlex 780	1	HC11MM1	Desktop
Dell	OptiPlex 780	1	HBWYLM1	Desktop
Dell	1707FP	1	71618-BARN	Monitor
Dell	1707FP	1	71618-65C-ACD5	Monitor
Dell	P1911B	1	74261-162-34JS	Monitor
Dell	P1911T	1	74445-216-799L	Monitor
Focus	Video Mixer	1	51820	Focus

**City of Aventura
ACES Computer Equipment Inventory**

Exhibit B

Brand	Model	Qty	Serial Number	Type
HP	LaserJet 1000	1	CNBK230804	Printer
HP	LaserJet 1000	1	CNBK230808	Printer
HP	LaserJet 3000	1	CNYBL01081	Printer
HP	ScanJet6300c	1	SG0A2260TB	Scanner
JVC	13" C Monitor	1	9009538	JVC
JVC	13" C Monitor	1	9009533	JVC
JVC	13" C Monitor	1	9009509	JVC
LightSPEED	Amp LES-780IR	1	78041130043	Amp
LightSPEED	Amp LES-880IR	1	RE-060603-A-0096	Amp
Mackie	Mic Preamp		(21)BT124976	Line Mixer
Miscellaneous	Computer Covers			Box # 3
Miscellaneous	DVI D M/M			Box # 9
Miscellaneous	Power Blocks			Box # 4
Miscellaneous	Power Cords			Box # 6
Miscellaneous	Power Cords			Box # 7
Miscellaneous	Remotes			Box # 5
Miscellaneous	VGA cables	1		Box # 8
NCS	SCAN10XA	1	5204179	Scanner
NEC	VT480	1	6501074FK	Projector
NEC	VT480	1	6501064FK	Projector
Projector Mounts	Poles and Brackets			Mounts
Samsung	UF-80ST	1	T5100853	Digital Presenter
Smart	Smartboard	1	SB680-H2-076072	Interactive Whiteboard
Smart	Smartboard	1	SB680-H2-076073	Interactive Whiteboard
Smart	Smartboard	1	SB680-H2-076219	Interactive Whiteboard
Smart	Smartboard	1	SB680- 118022	Interactive Whiteboard
Smart	Smartboard	1	SB680-R1-007924	Interactive Whiteboard
Smart	Smartboard	1	SB580-193771	Interactive Whiteboard
Smart	Smartboard	1	SB680-R2-783475	Interactive Whiteboard
Smart	Smartboard	2	none	Interactive Whiteboard
Videonics	TitleMaker	1	339195	Videonics

Date: June 26, 2015
To: Eric Soroka, City Manager
From: Julie Alm, Principal
Re: Surplus furniture

We are requesting approval to surplus two administrative office desks. The desks are twelve years old and as a result of normal wear and tear they need to be replaced.

Desk property number 2147

Desk property number 2180

CITY OF AVENTURA

COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Eric M. Soroka, City Manager, ICMA-CM
FROM: Robert M. Sherman, Director of Community Services
DATE: June 29, 2015
SUBJECT: **Surplus Property**

I am requesting to have the following property declared as surplus property, as this vehicle has become unusable for City use.

2001

~~2010~~ Chevrolet S-10 Pickup Truck: VIN 1GCCS19W91820277.7
License tag (CITY) 205846.

RMS/gf

RMS15005

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: June 23, 2015

SUBJECT: Adoption of Miami-Dade County Local Mitigation Strategy Plan

July 7, 2015 City Commission Meeting Agenda Item 5C

RECOMMENDATION

It is recommended that the City Commission adopt the current Miami-Dade County Local Mitigation Strategy ("LMS"), as amended.

BACKGROUND

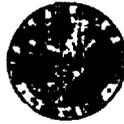
In 1998, through Resolution No. 98-60, the City Commission authorized the City's joint participation with Miami-Dade County in the development of the County's Multi-Hazard Local Mitigation Strategy (LMS). A FEMA approved LMS document enables members of the working group to access available funding for mitigation such as the Hazard Mitigation Grant Program, Pre-Disaster Mitigation, Flood Mitigation Assistance, Severe Repetitive Loss and Repetitive Flood claims. The plan includes mitigation projects submitted by each participant.

The LMS is approved by the State for five year periods. The most recent plan has been approved by the State's Department of Emergency Management on May 5, 2015. City staff participated in the working group to prepare the updated plan. (See Exhibit #1 for State's approval letter)

The purpose of the LMS is to develop a comprehensive approach to effectively reduce the impact of current and future hazards and risk faced by local communities within Miami-Dade County. It is designed to reduce or eliminate the long-term risk to human life and property from hazards. The plan is divided into seven parts that document the planning process and address mitigation measures in relation to the hazard risk and

vulnerability assessment of Miami-Dade County. The update from the previous five-year plan includes the integration of climate change, sea level rise and additional measures to address flooding to meet the requirements of the National Flood Insurance Program Community Rating System.

The Local Mitigation Strategy will serve as the City's Floodplain Management Plan consistent with the requirements set forth by the Federal Emergency Management Agency ("FEMA") in the National Flood Insurance Program ("NFIP"). The LMS is attached as Exhibit "A" to the proposed adopting Resolution.



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

May 5, 2015

Ms. Cathie Perkins
Miami-Dade County Local Mitigation Strategy Chair
9300 Northwest 41st Street
Miami, Florida 33178

Re: Miami-Dade County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Ms. Perkins:

This is to confirm that we have completed a State review of the Miami-Dade County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201/6(b)-(d). Based on our review and comments, Miami-Dade County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Miami-Dade County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Miami-Dade County

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Miami-Dade County LMS.

If you have any questions regarding this matter, please contact David M. Block at 850-413-9959 or david.block@em.myflorida.com.

Respectfully,

Miles E. Anderson,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA/dmb

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

Exhibit #1

RESOLUTION NO. 2015-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ADOPTING THE CURRENT MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY, AS AMENDED, IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY RATING SYSTEM REQUIREMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Aventura is a participant in the Federal Emergency Management Agency (“FEMA”), National Flood Insurance Program’s (“NFIP”) Community Rating System (“CRS”); and

WHEREAS, FEMA provides flood insurance discounts to communities that participate in the CRS based on their floodplain management activities; and

WHEREAS, CRS Activity 512 requires the City adopt a Floodplain Management Plan consistent with FEMA NFIP requirements; and

WHEREAS, Miami-Dade County (the “County”), with input from all participating municipalities in the County, has prepared a Multi-Hazard Local Mitigation Strategy (“LMS”), as amended, that will act as the City’s Floodplain Management Plan; and

WHEREAS, the current County LMS, as amended, is attached as Exhibit “A” and incorporated herein and made part hereof by this reference; and

WHEREAS, adoption of the LMS by way of this Resolution was properly advertised and a public hearing held; and

WHEREAS, the City Commission finds that it is in the best interest and welfare of the City to adopt the current Miami-Dade Local Mitigation Strategy, as amended.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Adoption of the Miami-Dade Local Mitigation Strategy. The current Miami-Dade County Local Mitigation Strategy, as amended, attached as Exhibit "A" to this Resolution, is hereby adopted.

Section 3. The City Manager is authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

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

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

PASSED AND ADOPTED this 7th day of July, 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”

The documents for Exhibit “A” are available at:

<http://www.miamidade.gov/fire/mitigation.asp>

Alternatively, you may access the documents at the following links:

- Part 1: The Strategy
<http://www.miamidade.gov/fire/library/OEM/local-mitigation-strategy-part-1-strategy.pdf>
- Part 2: The Projects
<http://www.miamidade.gov/fire/library/OEM/local-mitigation-strategy-part-2-projects.pdf>
- Part 3: The Funding
<http://www.miamidade.gov/fire/library/OEM/LMS-master-2012-12-Part-3-funding.pdf>
- Part 4: The Appendices
<http://www.miamidade.gov/fire/library/OEM/local-mitigation-strategy-part-4-appendices.pdf>
- Part 5: Meeting Minutes
<http://www.miamidade.gov/fire/library/OEM/local-mitigation-strategy-part-5-meeting-minutes.pdf>
- Part 6: Completed Projects
<http://www.miamidade.gov/fire/library/OEM/local-mitigation-strategy-part-6-completed-projects.pdf>
- Part 7: LMS Progress Report
<http://www.miamidade.gov/fire/library/OEM/local-mitigation-strategy-part-7-flooding-nfip-and-crs.pdf>

CITY OF AVENTURA

AVENTURA CITY OF EXCELLENCE SCHOOL AND FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Julie R. Alm, Principal
Brian K. Raducci, Finance Director

DATE: June 15, 2015

SUBJECT: **Food Program Management Services Agreement.**

July 7, 2015 Commission Meeting Agenda Item 5D

Recommendation

It is recommended that the City Commission adopt the attached Resolution which awards and authorizes the City Manager to execute the Food Program Management Services Agreement (RFP – 15-06-01-2) which specifies the scope of services and meal rates for Kosher Subway, Inc. to serve as the School's Food Service Management Company for a one-year period – (July 1, 2015 - June 30, 2016). Upon mutual agreement of both parties, the Agreement may be renewed on an annual basis for up to four (4) additional years.

Background

As explained in the School's 2015/16 Budget Message, in order to comply with National Food Lunch Program guidelines, lunch program revenues and expenditures are required to be budgeted and processed as part of the School's annual operations. Previously the food service vendor was selected by and contracted with CSUSA and was responsible for collecting and paying the related revenues and expenses, respectively.

The City made a solicitation package available from www.demandstar.com on May 1, 2015 and advertised the availability of the RFP in the Daily Business Review on May 4, 2015. Two responses were received.

1. Kosher Subway, Inc. ("Kosher Subway")
2. Nutrispa, Inc. ("Nutrispa")

A copy of the RFP and their responses are available for review in the Finance Department. Please note that the City's Purchasing Agent disqualified Nutrispa's proposal due to the following reasons:

- The response lacked information that was required in Section 1.19 of the RFP
- Some of the information contained in the response was unclear, and
- The Proposer did not acknowledge receipt of Addendum # 1 as required

Kosher Subway is the School's current food service vendor and has been for the past seven (7) years. Over that time, they have provided the School with solid customer service. Any minor issues that have appeared from time-to-time have always been resolved quickly and amicably between the two parties.

In order to have the Lunch Program ready for the first day of School on August 24, 2015 and to ensure that we will be in compliance with National Food Lunch Program guidelines, City administration and School representatives met with Kosher Subway's representatives on June 5, 2015 to discuss operational changes that will need to take place in the coming school year. As a result of those discussions and in an act of good faith, Kosher Subway made concessions on their initially proposed breakfast and lunch meal prices as presented in the schedule below.

	Rates		Initially Proposed Rates	Tentatively Agreed To Rates	Rate Reduction from that as Originally Proposed	
	2014/15	2015/16	2015/16	2015/16		
	School Year	School Year	School Year	School Year	\$	%
Breakfast	\$ 1.90	\$ 1.95	\$ 1.93	\$ 0.02	1.03%	
Lunch	3.80	3.90	3.86	0.04	1.03%	

The Meal Rates above will hold firm for the initial one (1) year term and will be subject to negotiation in any of the years that may be renewed. Per section 17.9 of the RFP, before any fixed rate or fee increases can be implemented as part of a contract renewal agreement, Kosher Subway shall document to the City, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates and fees in subsequent years of the contract must not exceed the *Consumer Price Index for Urban Consumers—Food Away From Home* annualized rate for December of the current school year. Individual per meal fixed rate and applicable fixed fee increases cannot exceed *the CPI Index* as stated above.

The base template for the RFP was provided by the Florida Department of Agriculture and Consumer Services (FDACS). It was then modified for the City's needs and then reviewed and approved by both the City Attorney and the FDACS to ensure proper form and content. Kosher Subway's response to that RFP is attached to this agenda item and will become the Agreement between Kosher Subway and the City.

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR RFP NO. 15-06-01-2, FOOD PROGRAM MANAGEMENT SERVICES, TO KOSHER SUBWAY, INC. IN ACCORDANCE WITH THE RFP DOCUMENT ATTACHED AS EXHIBIT "A"; 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; 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 proposals for RFP NO. 15-06-01-2, Food Program Management Services for the Aventura City of Excellence School; and

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

WHEREAS, staff has determined that Kosher Subway, Inc., has submitted the most responsible and responsive proposal for said project/work; and

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

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

Section 1: That bid/contract for RFP NO. 15-06-01-2, Food Program

Management Services, is hereby awarded to Kosher Subway, Inc.

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 RFP Notice, specifications, proposal and requirements, or if a City prepared contract was part of said RFP, said parties shall execute said prepared contract..

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 RFP/contract.

Section 4: This Resolution shall be effective immediately upon its adoption.

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

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

PASSED AND ADOPTED this 7th day of July, 2015.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

**CITY OF AVENTURA
REQUEST FOR PROPOSAL
15-06-01-2**



KOSHER SUBWAY

FOOD PROGRAM MANAGEMENT SERVICES

SUBMITTAL DATE: Monday, June 1, 2015 2:00 P.M.

ISSUING DATE: Friday, May 1, 2015

Aventura City of Excellence School

Name of Sponsor



The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and, where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

Persons with disabilities, who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

USDA is an equal opportunity provider and employer.

TABLE OF CONTENTS

<u>CONTENTS:</u>	<u>PAGE #</u>
FORMAL REQUEST FOR PROPOSAL.....	4
SECTION 1 GENERAL INFORMATION AND INSTRUCTIONS.....	5
SECTION 2 GENERAL CONDITIONS.....	27
SECTION 3 SCOPE.....	30
SECTION 4 SCHOOL FOOD AUTHORITY RESPONSIBILITIES	30
SECTION 5 FOOD SERVICE MANAGEMENT COMPANY RESPONSIBILITIES.....	32
SECTION 6 INVOICING AND PAYMENT.....	34
SECTION 7 USDA FOODS.....	35
SECTION 8 PURCHASES/BUY AMERICA/AMERICAN.....	37
SECTION 9 USE OF FACILITES AND EQUIPMENT	38
SECTION 10 SANITATION.....	40
SECTION 11 EMPLOYEES	40
SECTION 12 DESIGNATION OF PROGRAM EXPENSE	42
SECTION 13 FEES.....	44
SECTION 14 REVENUE.....	45
SECTION 15 LICENSES, CERTIFICATIONS AND TAXES.....	46
SECTION 16 RECORD KEEPING.....	46
SECTION 17 TERMS AND TERMINATION.....	47
SECTION 18 GENERAL CONTRACT TERMS.....	49

SECTION 19 FOOD SPECIFICATIONS	51
PROPOSAL SUMMARY	54
EXHIBIT A, SITE INFORMATION LIST NATIONAL SCHOOL LUNCH PROGRAM	56
EXHIBIT B, PART 1 Food-Based Meal Pattern 21-Day Cycle Menu for K – 8th Grade Lunch	57
EXHIBIT B, PART 2 Food-Based Meal Pattern 21-Day Cycle Menu for K – 8th Grade Breakfast.....	60
EXHIBIT C FOOD-BASED NUTRITION STANDARDS FOR MENU PLANNING NATIONAL SCHOOL LUNCH PROGRAM & SCHOOL BREAKFAST PROGRAM.....	63
RESPONDENT'S CERTIFICATION.....	65
SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.....	67
BUSINESS ENTITY AFFIDAVIT	70
"NO BID OR PROPOSAL" RESPONSE.....	72
REFERENCES.....	73
DRUG-FREE WORKPLACE AFFIDAVIT	75
W-9	76

**REQUEST FOR PROPOSAL
RFP # 15-06-01-2
CITY OF AVENTURA**

FOOD PROGRAM MANAGEMENT SERVICES

The City of Aventura, Florida, (the "City") is requesting proposals from qualified firms to provide the Aventura City of Excellence School with food program management services. All proposals shall be received at the address below, until 2:00 P.M. (EST), MONDAY, JUNE 1, 2015 at which time they will be opened and read aloud.

**RFP # 15-06-01-2
Office of the City Manager
City of Aventura
19200 West Country Club Drive
Aventura, FL 33180**

Submittals must be received no later than **2:00 P.M.** on Monday, June 1, 2015 and clearly marked on the outside "**RFP # 15-06-01-2 FOOD PROGRAM MANAGEMENT SERVICES**". Late submittals will not be accepted.

Interested parties may obtain the Request for Proposal (RFP) package from www.demandstar.com or www.cityofaventura.com/finance/bids.shtml, on or after Friday May 1, 2015. The RFP package contains detailed information about the Statement of Work, Proposal submission requirements and selection procedure resulting from this RFP.

Any or all questions should be submitted in writing by email to Indra Sarju, Purchasing Agent at sarjui@cityofaventura.com.

Pursuant to City Code Sec. 2-260 (Ordinance 2002-12), public notice is hereby given that a "Cone of Silence" is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until the beginning of the City Commission meeting at which the City Manager makes a written recommendation to the City Commission concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

The City of Aventura reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities and to request re-proposals on the required materials or services.


Eric M. Soroka, ICMA-CM
City Manager

**SECTION 1
GENERAL INFORMATION AND INSTRUCTIONS**

1.1 Notice of Proposal

This solicitation is a Request for Proposal (“RFP”) to provide the Aventura City of Excellence School (“ACES”) with food program management services, referred to herein as the School Food Authority (“SFA”). The commercial enterprise or organization submitting a proposal is referred to as the Food Service Management Company (“FSMC”).

Meal programs will include the United States Department of Agriculture (“USDA”) National School Lunch Program, School Breakfast Program, Fresh Fruit and Vegetable Program, Special Milk Program, and/or Summer Food Service Program. The Aventura City of Excellence School is a public charter school located in Aventura, Florida. The goal of the Food Service Program is to provide students with healthy breakfasts and lunches that meet USDA guidelines. Kosher-like meals are preferred but are not required.

1.2 Proposal Submission

In order to facilitate review of the proposals, each proposer must submit an original with one (1) CD that contains a single PDF file that contains your entire response in the order as presented in the Proposer’s document, including any attachments plus five (5) additional copies with CDs of the RFP response on or before the submission deadline indicated herein.

An original and five (5) copies of each proposal must be received no later than **2:00 P.M. on Monday, June 1, 2015** at the below address. Responses should address each of the requirements set forth in this RFP. Proposals received after 2:00 P.M. on Monday, June 1, 2015 will result in rejection of the proposal.

**RFP # 15-06-01-2
Office of the City Manager
City of Aventura
19200 West Country Club Drive
Aventura, FL 33180**

1.3 Questions and Site Visits

Questions concerning this RFP and requests for a site visit can be submitted in writing via email to sarjui@cityofaventura.com on or before Monday, May 11, 2015 at 5:00 P.M. All responses to questions received will be made in writing on or before Tuesday, May 26, 2015 at 5:00 P.M. and sent to all potential FSMCs.

1.4 Addenda

Revisions causing modification of the RFP documents, by addition, deletions, clarifications or corrections will be issued in writing prior to the opening of proposals.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY MANAGER ON OR BEFORE THE STATED DATE AND TIME OF:

MONDAY, JUNE 1, 2015 AT 2:00 P.M.

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSAL WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Monday through Friday, excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services, and/or provide the required goods, at the price stated by the Proposer.

1.5 Acronyms/Definitions

For the purposes of this Request for Proposal (RFP), the following acronyms/definitions will be used:

ACES: Aventura City of Excellence School.

City/Owner: City of Aventura or designated representative when appropriate.

Commission: The term Commission as used throughout this document will mean the City Commission of City of Aventura, Florida.

Competitive Solicitation: Means an invitation to bid, a request for proposal, or an invitation to negotiate.

Contract: Shall refer to the Contract that may result from this RFP.

Contractor: The organization(s)/individual(s) that is awarded and has an approved contract with the City for the services identified in this RFP.

Due Date & Time: Shall refer to the due date and time listed in the Solicitation Timetable of this Solicitation.

Evaluation Committee: An independent committee comprised solely of City representatives established to review proposals submitted in response to the RFP, score the proposals and recommend a Proponent(s).

FDACS: Florida Department of Agriculture and Consumer Services.

FSMC: Food Service Management Company.

FSS: Florida State Statutes

May: Indicates something that is not mandatory but permissible.

Offeror: Shall refer to any offeror(s) submitting an Offer in response to this RFP.

Proponent: Organization/individual submitting a bid/proposal in response to this RFP.

Proposal: Shall refer to any offer(s) submitted in response to this RFP.

Proposer: Shall refer to anyone submitting a Proposal in response to the RFP.

Provider or Successful Proposer: Shall refer to the Proposer receiving an award as a Result of this RFP.

Request for Proposal, RFP, RFQ or Solicitation: Shall mean this Request for Proposal including all Exhibits and Attachments as approved by the City and amendments or change orders issued by the City.

Responsible Vendor: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance

Responsive Bid/Proposal: A bid or proposal or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.

SFA: School Food Authority.

Shall/Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Proponent fails to provide recommended information, the City may, at its sole option, ask the Proponent to provide the information or evaluate the proposal without the information. Failure after demand will result in rejection.

Sub-Contractor & Sub-Consultant: Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

USDA: United States Department of Agriculture.

Work, Services, Program, Project or Engagement: Shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.

1.6 Request for Proposal

SUBJECT: FOOD PROGRAM MANAGEMENT SERVICES

OPENING DATE & TIME: MONDAY, JUNE 1, 2015 @ 2:00 P.M.

SUBMIT TO: RFP # 15-06-01-2
Office of the City Manager
City of Aventura
19200 West Country Club Drive
Aventura, Florida 33180

RFP NUMBER: 15-06-01-2

1.7 Intent

The City of Aventura, Florida (the "City") is inviting the submission of proposals from qualified firms to provide FOOD PROGRAM MANAGEMENT SERVICES for the City. Subsequent to the City Commission's adoption of a Resolution authorizing the City Manager to negotiate an agreement with the highest ranking firm, the City will enter into an agreement with a contractor. By submitting a proposal, a proposer agrees to be the contractor if awarded.

1.8 Licensed

All firms must be licensed to do business in Florida and be in good standing with Miami-Dade County and the City of Aventura and give the City of Aventura priority status. Must be in full compliance with all local codes, OSHA Safety Standards, and The State of Florida ADA Code (as amended from time to time) will apply.

1.9 Background

The City of Aventura was incorporated on November 7, 1995 in Miami-Dade County. Aventura is 3.2 square miles located on the Intracoastal Waterway in Northeast Miami-Dade County and is conveniently located between Miami and Fort Lauderdale just east of I-95. The northern boundary of the City is the Miami-Dade/Broward County line, the western is the FEC Railroad, the eastern is the Intracoastal watery and the southern boundary is NE 176th Street.

1.10 Minimum Requirements

All firms must meet the following minimum requirements:

1. Federal Employers Identification number (FEIN)
2. Local Health Department Certification
3. State of Florida Food Service License
4. Food Handling Certificate
5. Valid Business Tax License
6. Must be able to provide proper insurance as determined by the City's Risk Manager

1.11 Default/Failure To Perform

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful proposer to meet any terms of this agreement, the City will notify the Company that within three (3) days (weekends and holidays excluded) they must remedy the default. Failure on the Company's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the City notifying in writing the Company of its intentions and the effective date of the termination. The following shall constitute default:

1. Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
2. Failure to begin the work under this contract within the time specified.

3. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
4. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
5. Failure to comply with any of the terms of the contract in any material respect.

1.12 Cancellation

The City of Aventura reserves the right to cancel this contract by written notice to the Contractor effective the date specified in the notice should any of the following apply:

1. The Company is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
2. The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.

The Company shall agree to indemnify and hold harmless and pay on behalf of the City, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the service provided.

1.13 Rights to Audit

The Company may be subject to audit by federal, state and local agencies pursuant to this contract. The Company shall maintain adequate records to justify all charges, expenses and cost incurred in performing the services hereunder for at least five (5) years from the date of contract ending date. The City shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the Company and the City.

1.14 Submission of Proposal

Incurred Expenses:

The City is not responsible for any expenses which proposers may incur preparing and submitting proposals called for in the Request for Proposals.

Interviews/Food Sampling:

The City reserves the right to conduct personal interviews/Food Sampling or required presentations on all proposers prior to selection. The City will not be liable for any costs

incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

Proposal Acknowledge:

By submitting a proposal, the proposer certifies that the proposer has fully read and understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

Request for Additional Information:

The proposer shall furnish such additional information as the City of Aventura may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City's Police or Community Development Departments.

Acceptance/Rejection/Modification to Proposals:

The City reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure.

Proposals Binding:

All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.

Proposal Withdrawal:

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the City and will not be returned to the Proposers.

Proposal Disclosure:

Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFP by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

1.15 Conditions of Proposals

1. Late Proposals – Proposals received by the City after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.

2. Completeness – All information required by this RFP must be supplied to constitute an acceptable proposal.
3. Public Opening – All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person at such time as the City provides notice of an intended decision or upon the passage of thirty (30) days after opening the proposals, whichever is earlier.
4. Award Presentation – The City Manager will present to City Commission for acceptance and final award, one (1) or more of the proposals, or reject all proposals, within one hundred and twenty (120) calendar days from the date of opening of proposals.
5. Oral Presentations – Proposers may be requested to provide oral presentations to the Evaluation Committee.

1.16 Procedure for Review

A Committee has been established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements will disqualify a proposal.

The City's Purchasing Agent will notify all proposers whose proposals are within the competitive range. The competitive range is determined by the City, and will include all proposals with a reasonable chance of being selected for award, considering experience and other pertinent factors based upon evaluation criteria.

The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposal. The City further reserves the right to seek new proposals when it is in the best interest of the City to do so.

1.17 Evaluation Criteria

1. A Review Committee will evaluate the written proposals. Evaluation will include the following criteria:
 - Experience and Qualifications – 10 points
 - Please provide 2-3 references from schools you currently operate a NLSP program. Companies with experience with the NSLP and SBP will be given 5 points. Remaining points will be allocated based on company experience and background in catering meals to schools and similar entities.

- Staff Development and Training – 5 points
 - The FSMC must train their food service employees on all regulations regarding running a successful and compliant National School Lunch Program, including Civil Rights annually.
 - Ability to Provide Kosher-like Meals – 15 points
 - Kosher-like meals are preferred but are not required.
 - Menu Planning – 20 points
 - Provide menus with a variety of items that meet the approved NSLP Meal Pattern.
 - Price – 50 points
 - The proposer with the lowest price will receive all 50 points. The second lowest proposer will receive 45 points. The third lowest proposer will receive 40 points and so on in decreasing succession by 5 points.
2. The highest ranked proposals will be identified and those firms will be requested to make a formal presentation before the selection committee. The selected firms will then be ranked according to the content of their presentations. The City Manager will then recommend that the City Commission adopt a resolution authorizing the City Manager to negotiate an agreement with the highest-ranking firm to provide FOOD PROGRAM MANAGEMENT SERVICES for the City as the Contractor.

1.18 Additional Information/Clarifications

Information provided by the City is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the Indra K. Sarju, CPPB, via email before **Tuesday, May 26, 2015** at: sarjui@cityofaventura.com.

1.19 Information Required of Proposer

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is **required** that the proposals be organized in the manner specified.

- A. Proposal Format:
Proposal shall be in the following order:

Title Page, Table of Contents, Letter of Introduction, All documents requiring signatures (i.e. Proposal Certification Form, Questionnaire, Drug Free Workplace, etc.), Rate sheet, Qualifications, copy of Licenses, General Information, Specific Information, References, Past Experience and Current Contracts.

B. Title Page:
Name of Proposer's company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City's account, date, and the subject RFP # 15-06-01-2 – FOOD PROGRAM MANAGEMENT SERVICES

C. Letter of Introduction:
Limit to one or two pages. Briefly state the Proposer's positive commitment and understanding of the work to be performed.

D. General Information:
State if business is local, national, or international and indicate the business legal status (corporation, partnership etc.).

Give the date business was organized and/or incorporated, and place of incorporation.

Ability to provide type, quality and quantity of services requested. Including experience handling similar volume of services, financial, references and satisfactory record of performance.

A summary of the institution's financial resources (including the latest year audited financial statements).

General, workers' compensation, automobile and professional liability insurance company name, and extent of coverage

Give the location(s) of the storage facility and the number of staff personnel at the office.

State if the business is licensed, permitted and/or certified to do business in the State of Florida, attach copies of all such licenses issued to the business entity.

A complete list of present clients and at least three (3) letters of recommendation.

E. Specific Information:
Proposer shall submit a Management Plan and Organization Chart

Provide a description of the Proposer's approach to the project, to include: Startup Procedures/Requirements; Operations;; Billing/Invoices reporting Procedures the City; and Provide a description of how the Proposer intends to fill the monitor positions.

Provide a copy of proposer's internal training program. Provide under separate cover the Proposers training manual.

Proposers may offer alternative solutions/options to achieve successful completion of the scope of work herein.

Experience in all aspects of emergency management catering services to include: Operations; Planning; contract Management; and Accounting Systems

Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes

1.20 City's Rights

The City reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services. The City Commission shall make a final determination and award of proposal(s).

All materials submitted in response to the RFP become the property of the City and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and selection or rejection of the Proposal does not affect this right, provided however, that any submittal that has been submitted to the City Manager's Office may be withdrawn prior to submittal opening time stated herein, upon proper identification and signature releasing submittal documents back to the proposing firm.

1.21 Insurance Requirements

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

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

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

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

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

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

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

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

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

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

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

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

The contractor agrees to indemnify, defend and hold harmless the City of Aventura from and against any and all claims, suits, judgments, executions, and/or liabilities as to bodily injuries and/or property damages which arise or grow out of this contract or contractors performance or operations hereunder.

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

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

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

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

work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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

1.22 General Requirements

- A. Proposers must have been in business for a period of no less than five (5) years. In the event of a joint venture, at least one (1) of the entities must have been in business for a period of no less than five (5) years.
- B. The original proposal with CDs and five (5) additional copies of the RFP response must be furnished on or before the submission deadline indicated herein.
- C. Costs of preparation of a response to this RFP are solely those of the Proposer's. The City of Aventura assumes no responsibility for any such costs incurred by the Proposer's.
- D. Proposing team members responding to this RFP must be present at the presentation to the Selection Committee. The Committee will conduct no phone interviews.
- E. The contents of the written proposal of the successful firm will become part of the contractual obligations.
- F. Proposers shall respond to each item in the Content Proposal Section.
- G. Proposals shall be typed or printed. All corrections made by the Proposer prior to the initial screening must be initialed and dated by the Proposer. No changes or corrections will be allowed after the initial screening of proposals has commenced.
- H. The City of Aventura reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, serves the best interest of The City of Aventura.
- I. Any person submitting a proposal in response to this invitation must execute Form PUR.7068. SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper

check(s) in the space provided, and enclosed said form with the proposal (See attached for blank form).

- J. The City reserves the right to issue modifications or addenda to more fully meet the needs of the City.
- K. By submitting a proposal, the Proposer certifies that he or she has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
- L. The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedure.
- M. All firms submitting a proposal shall document the date and time they visited the project site.
- N. All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal.
- O. In accordance with Chapter 119 Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals or Request for Qualifications and the responses are public record. All proposals received in response to this Request for Proposal or Request for Qualifications will become the property of the City of Aventura and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the property of the City.

1.23 Nonconformance to Contract Conditions

Services offered must be in compliance with RFQ/RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFQ/RFP conditions, specifications or time frames may be terminated at proposer(s) expense and acquired on the open market. Any increase in cost may be charged against the proposer.

1.24 Assignment

The contractor shall not transfer or assign the performance required by this proposal without the City's prior written consent. Any award issued pursuant to this proposal invitation and monies which may be payable by the City, are not assignable except with the City's prior written approval.

1.25 Award of Proposal

The City reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request new proposals on the required materials or services. The City also reserves the right to award the contract on a split order basis, group by group or item by item, or such combination as will best serve the interests of the City unless otherwise stated. The City also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of proposal (s) shall be made by the City Commission.

1.26 Identical (Tie Proposals)

Shall be awarded by the City in compliance with Florida State Statutes providing for a drug free workplace and also City Ordinance #96-07; that is, in the event of an identical tie bid, a preference shall be given to a business having a drug free workplace under Florida State Statute 287.087, as amended. Failure to provide proof of compliance when requested shall be just cause for rejection of the proposal as determined by the City, holding the City harmless for such rejection.

1.27 Preference to Local Businesses

Pursuant to Section 1(G), of Ordinance No. 96-07, "businesses located within the (corporate limits) of the City shall receive a preference bonus of 10% or 10 points during the tabulation of bid proposals."

1.28 Hold Harmless

All proposers shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees from their decisions to reject, award or not award a proposal, as applicable.

1.29 Cancellation

Failure on the part of the vendor to comply with the conditions, specifications, requirements and terms as determined by the City, shall be just cause for cancellation of the award, with the vendor holding the City harmless.

1.30 Disputes

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the dispute will be handled in accordance with Section 2-259 of the City Code.

1.31 Addenda, Changes or Interpretations During Bidding

Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for the opening of the proposals will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective proposers not later than the established proposal opening date. Each prospective proposer shall acknowledge receipt of such addenda by including it in the proposal form. In case any proposer fails to include such addenda or addendum, his proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgement of the receipt of same. All addenda are a part of the contract documents and each proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each prospective proposer to verify that he has received all addenda issued before proposals are opened.

Any questions regarding the specifications may be directed to the Finance Department, Indra Sarju, Purchasing Agent, located at 19200 W. Country Club Drive, Aventura, FL 33180, (305) 466-8925 or email sarjui@cityofaventura.com. Under no circumstances will the City accept facsimile transmissions in lieu of a sealed proposal. Any proposals received in the above manner will be deemed unresponsive and a "no proposal" will be entered for the proposer.

No verbal or written information which is obtained other than by information in this RFP or by Addenda to this RFP shall be binding on the CITY.

1.32 Default Provisions

In case of default by the proposer or contractor, the City may cancel the service agreements, procure the articles or services from other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

1.33 Secondary/Other Vendors

The City reserves the right in the event the primary proposer cannot provide an item(s) or Service(s) in a timely manner as requested, to contact the second best proposer of this RFP to perform said service. If the secondary contractor is unavailable, the City reserves the right to seek and obtain other sources without thereby violating the intent of the contract.

1.34 Cone of Silence Provision

- A. Notwithstanding any other provision of these specifications, the provisions of City Code Sec. 2-260 "Cone of Silence" are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request For Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

a potential vendor, service provider, proposer, lobbyist, or consultant, and

the City Commission, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

- B. The Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid.
- C. The Cone of Silence shall terminate at the beginning of the City Commission meeting at which the City Manager makes his or her written recommendation to the City Commission. However, if the City Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be reimposed until such time as the Manager makes a subsequent written recommendation.
- D. The Cone of Silence shall not apply to:
 - (1) oral communications at pre-bid conferences;
 - (2) oral presentations before selection or evaluation committees;
 - (3) public presentations made to the City Commissioners during any duly noticed public meeting;
 - (4) communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
 - (5) communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - (6) communications with the City Attorney and his or her staff;
 - (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;

- (8) any emergency procurement of goods or services pursuant to City Code;
 - (9) responses to the City's request for clarification or additional information;
 - (10) contract negotiations during any duly noticed public meeting;
 - (11) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.
- E. Please contact the City Attorney for any questions concerning Cone of Silence compliance.
 - F. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the City Commission and/or City Manager.

1.35 Campaign Finance Restrictions on Vendors

- A. Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City Commission candidates.
- B. City Code Sec. 2-420. Prohibited campaign contributions by vendors.
 - (a) *General, prohibition, disqualification, definitions.*
 - (1) a. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the Offices of Mayor or Commissioner. Commencing on the effective date of this article, all proposed City contracts, as well as requests for proposals (RFP), requests for qualifications (RFQ), requests for letters of interest (RFLI), invitations to submit qualifications (ISQ) or solicitations of bids issued by the City, shall incorporated notice of this section so as to notify potential vendors of the proscription embodied herein.
 - b. No candidate or campaign committee of a candidate for the Offices of Mayor or Commissioner, shall deposit into such candidate's campaign account any campaign contribution which is received directly or indirectly from a vendor or which such candidate or campaign committee knows or should know was solicited by or for a vendor or delivered or provided for a vendor. Candidates (or those acting on their behalf) shall ensure compliance with this code section by confirming through examination of

the official vendor list which is posted on the City of Aventura website to verify the vendor status of any potential contributor. A candidate or the campaign committee of a candidate shall not be in violation of this subsection if the vendor ways' not listed as a vendor in the City website at the time that the contribution was received or deposited so long as the candidate or the campaign committee of a candidate did not know that the person or entity was a vendor of the City.

(2) Each prohibited act of giving, soliciting for, delivering or providing a campaign contribution or depositing a campaign contribution in violation of this section shall constitute a separate violation. All contributions deposited into a candidate's campaign account in violation of this section shall be forfeited to the City's general revenue fund.

(3) a. A person or entity, other than a then existing vendor, who directly or indirectly makes a campaign contribution to a candidate who is elected to the office of Mayor or Commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving as a vendor with the City. A then existing vendor who directly or indirectly makes a contribution to a candidate who is elected to the Office of Mayor or Commissioner, shall be disqualified from serving as a vendor with the City for a period of 12 months from a final finding of a violation of this section, or from the time of action on a waiver request by the City Commission pursuant to subsection (b) below, in the event that a waiver is sought by the vendor. In the event that such waiver request for a particular transaction is granted, the affected vendor shall nonetheless be disqualified from serving as a vendor with the City as to any other goods, equipment or services to be provided by the vendor to the City, beyond the vendor goods, equipment or services which are the subject matter of any waiver which is granted. In the event such waiver request is denied for a particular transaction the 12-month disqualification period shall continue to apply to both the particular transaction for which the waiver was sought, as well as all other vendor activities for the provision of goods, equipment or services to the City during that 12-month period.

b. For purposes of this section, the term "disqualified" shall be defined to include:

1. Termination of a contributor/vendor's existing contracts with the City, subject to the applicable waiver provisions of subsection (b) herein; and
2. Disqualification of a contributor's response to solicitation requests for prospective vendor contracts with the City, subject to the applicable waiver of subsection (b) herein.

(4) As used in this section:

a. *Vendor.*

1. A "vendor" is a person and/or entity who has been selected by the City as the successful bidder on a present or pending bid to provide to the City goods, equipment or services, or has been approved by the City of a present or pending award to provide to the City goods, equipment or

services, prior to, upon or following execution of a contract, or purchase order.

2. "Vendor" shall include natural persons and/or entities who hold a controlling financial interest in a vendor entity. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm. The term "firm" shall mean a corporation, partnership, business trust or any legal entity other than a natural person.

3. "Vendor" shall not include City officers or employees.

4. For purposes of this section, "vendor" status shall terminate upon completion of performance of the agreement for the provision of goods, equipment or service.

b. *Services.* For purposes of this section, the term "services" shall mean the rendering by a vendor through competitive bidding or otherwise, of labor, professional and/or consulting services to the City, including, but not limited to, the provision of lobbying services to the City.

c. *Campaign contributions.* The term "campaign contribution" shall have the meaning which is ascribed to the term "contributions" pursuant to F.S. § 106.011, as amended.

(b) *Waiver of prohibition.*

(1) *Criteria for waiver.* The requirements of this section may be waived by the affirmative vote of five members of the City Commission for a particular transaction after a public hearing, upon finding that:

a. The goods, equipment or services to be involved in the proposed transaction are unique and the City cannot avail itself of such goods, equipment or services without entering into a transaction which would violate this section but for waiver of its requirements; or

b. The business entity involved in the proposed transaction is the sole source of supply as determined by the City Manager in accordance with procedures established by the City Manager; or

c. An emergency contract (as authorized by subsection 2-253(5) of this Code) must be made in order to protect the health, safety or welfare of the citizens of the City; or

d. A contract for the provision of goods, equipment or services exists which, if terminated by the City would be substantially adverse to the best economic interests of the City.

(2) *Limited waiver.* Notwithstanding the denial of the City Commission of a waiver request regarding the provision of goods, equipment or services under an existing contract pursuant to subsection (b)a. above, the City Commission, may by the affirmative vote of five members of the City Commission after a public hearing, grant a limited waiver concerning an existing contract for the provision of goods, equipment or services between a vendor and the City upon finding that in order to protect the health, safety and welfare of the citizens of the City, it is necessary that

the affected contract be continued for a limited duration (not to exceed a period of six months) in order for the City to obtain a replacement vendor.

(3) *Full disclosure.* Any grant of a waiver or limited waiver by the City Commission must first be supported with a full disclosure of the subject campaign contribution.

(c) *Implementation.* The City Manager is authorized to adopt additional procurement procedures for goods, equipment or services to implement this section. These procedures shall provide for the assembly, maintenance and posting of an official City vendor list as referenced above.

(d) *Penalty.* The Ethics Commission created pursuant to Miami-Dade County Ordinance 97-105, shall have primary jurisdiction for enforcement of this section. A finding by the Ethics Commission that a person violated this section, shall subject such person to an admonition or public reprimand and/or a fine of \$250.00 for the first violation, and \$500.00 for each subsequent violation.

(e) *Applicability.* This section shall be applied only prospectively to campaign contributions which are made after the date of this section.

(Ord. No. 2005-14, § 3, 10-11-05)

1.36 Public Entity Crime/Disqualification

Pursuant to Section 287.133(3)(a), Florida Statute all proposers are advised as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

1.37 Conflicts of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Proposal, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Aventura or its agencies.

SECTION 2 GENERAL CONDITIONS

2.1 Rejection of Proposal

Proposals that do not conform to the requirements of this RFP shall be rejected.

Proposals may be rejected for reasons that include, but are not limited to, the following:

- a. The proposal was received after the submission deadline;
- b. The proposal was not signed by an authorized representative of the FSMC;
- c. The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP;
- d. The proposal was incomplete or contained significant inconsistencies or inaccuracies.

2.2 Errors or Omissions

If the SFA determines that a proposal contains a minor irregularity or an error, such as a transposition, extension or footing error in figures that are presented, the SFA may allow the FSMC an opportunity to correct the error. Information that is required to be included in the proposal and is inadvertently omitted shall not be accepted under this error correction provision. All information required to be included in a proposal must be received by the date and time that proposals are due. The SFA reserves the right to seek clarification of any information contained in the FSMC's proposal.

2.3 Deviations or Exceptions

Deviations or exceptions to the specifications provided in this RFP will not be considered.

2.4 Specifications and Conditions

By submitting a response to this RFP, FSMCs are acknowledging that they have read the specifications and conditions provided in the RFP and that their proposal is made in accordance with the provisions of such specifications. FSMCs further agree to deliver services that meet or exceed specifications provided in the RFP should they be awarded a contract for services.

2.5 Withdrawal of Proposal

Requests for withdrawal of a proposal may be considered if such request is received in writing within 72 hours after the proposal opening time and date.

Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the FSMC. If a request for withdrawal is not received, a FSMC shall be legally responsible for fulfilling all requirements of its proposal if it is accepted.

2.6 Proposal Modifications

Requests for modifications of a proposal may be considered if such request is received in writing within 72 hours after the proposal opening time and date. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the FSMC. If a request for modification is not received, a FSMC shall be legally responsible for fulfilling all requirements of its proposal if it is accepted.

2.7 Prohibition of Gratuities

By submission of a proposal, a FSMC certifies that no employee of SFA has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

2.8 FSMC Research

SFA reserves the right to research any FSMC submitting a proposal in response to this RFP to ensure the FSMC's ability to perform the services as specified.

2.9 Conditions for Acceptance

FSMCs must submit a proposal meeting the requirements of the RFP to include the required attachments and certifications signed by the authorized official. Proposals must be received by **2:00 P.M. on Tuesday, May 19, 2015** to be considered.

2.10 Proposal computation method

Estimated totals must be carried out to the second decimal place and must not be rounded.

2.11 Indemnification

The Contractor shall indemnify, save harmless and defend the City of Aventura, it's officers, agents and employees against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the contractor, his agents, servants or employees in the provision of goods or the performance of services pursuant to this bid and/or

from any procurement decision of the City including without limitation, awarding the contract to the contractor.

2.12 Copyrights

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for SFA purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support.

2.13 Patents

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

2.14 Federal Debarment Certification

FSMC will comply with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension and implemented at 2 C.F.R. 417.

- (1) The prospective lower tier (\$25,000) participant certifies, by submission and of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

2.15 Drug Free Workplace Certification

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals, or replies that are equal with respect to price, quality, and service are received by an SFA for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

SECTION 3 SCOPE

- 3.1 The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty and staff.
- 3.2 The food service operation shall be managed to promote maximum participation in the Child Nutrition Programs.
- 3.3 The FSMC shall have the exclusive right to manage the Child Nutrition Programs (to include NSLP, SM, SBP, FFVP and/or SFSP) at each site specified on Exhibit A.
- 3.4 The FSMC will provide food services to each site as specified in Exhibit A.
- 3.5 The SFA may add or remove sites and/or meal periods for existing programs to Exhibit A at any time during each Contract Term unless the addition or removal of sites and/or meal periods creates a material or substantive Contract change.
- 3.6 The SFA reserves the right to maintain, add and/or remove present food and beverage vending machines in its facilities.
- 3.7 The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be considered employees or agents of the SFA in any fashion.
- 3.8 The FSMC shall conduct the food service operation to ensure compliance with the rules and regulations of the Florida Department of Agriculture and Consumer Services ("FDACS") and the USDA regarding Child Nutrition Programs.
- 3.9 The SFA shall be legally and financially responsible for the conduct of the food service operation and shall supervise the food service to ensure compliance with the rules and regulations of the FDACS and the USDA regarding Child Nutrition Programs.

SECTION 4 SCHOOL FOOD AUTHORITY RESPONSIBILITIES

- 4.1 The SFA shall ensure that the food service operation is in conformance with its *National School Lunch and Breakfast Program Sponsor Agreement* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*.
- 4.2 The SFA shall retain control of the quality, extent and general nature of its food service operation and the prices to be charged for meals, milk, a la carte items, adult meals and vending machine items, as applicable.

- 4.3 The SFA shall monitor the food service operation through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices and procedures for accurately counting and claiming meals provided that nothing in this paragraph shall be construed as to relieve the FSMC of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations.
- 4.4 The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA.
- 4.5 The SFA shall approve all a la carte items and the prices charged for those items in advance of sale by the FSMC.
- 4.6 The SFA shall retain signatory authority on the *FDACS Annual School Application for Participation in Child Nutrition Programs and Food Distribution Programs*; the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*; the *National School Lunch and Breakfast Program Sponsor Agreement*; and the *Child Nutrition Program Monthly Claim for Reimbursement*.
- 4.7 The SFA will establish internal controls that ensure the accuracy of meal counts before submittal of the *Monthly Claim for Reimbursement*. At a minimum, these controls will include:
- An on-site review of the meal counting and claiming system employed by each school,
 - Reviews of meal count data for each site, and
 - Edit checks of meal count data against the product of the eligibility data times an attendance factor.
- 4.8 The SFA shall ensure USDA Foods received for use by the SFA and made available to the FSMC are utilized within the Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. 250.
- 4.9 The SFA shall maintain and visibly post applicable health certification and assure all state and local regulations are met by the FSMC preparing or serving meals at SFA facilities.
- 4.10 The SFA shall distribute and collect the letter and household applications for free and reduced-price meals or milk and determine eligibility of students for meal benefits.
- 4.11 The SFA shall verify applications for free and reduced-price meals and conduct any appeals or hearings for eligibility determinations.

- 4.12 The SFA shall inform the FSMC of any adjustments to menus and monitor implementation of adjustments.
- 4.13 The SFA shall be responsible for resolution of program reviews and audit findings.

SECTION 5 FOOD SERVICE MANAGEMENT COMPANY RESPONSIBILITIES

- 5.1 The FSMC will conduct the school food service operation in conformance with the Program Sponsor Agreement between SFA and FDACS and in accordance with generally accepted standards of care and best practices in the industry.
- 5.2 The FSMC shall serve, on such days and at such times as requested by the SFA:
 - 5.2.1 Breakfasts, priced as a unit, which meet USDA requirements
 - 5.2.2 Lunches, priced as a unit, which meet USDA requirements
 - 5.2.3 Milk, served to all children pursuant to the Special Milk Program
 - 5.2.4 Fresh fruit and vegetables, served to all children pursuant to the USDA Fresh Fruit and Vegetable Program
 - 5.2.5 Other foods as agreed upon by the FSMC and SFA, pursuant to applicable regulatory requirements
- 5.3 The FSMC shall serve free, reduced-price and paid meals and/or free milk to those children designated by the SFA.
- 5.4 The FSMC shall implement collection procedures as specified by the SFA and approved by the FDACS.
- 5.5 The FSMC shall implement the *Offer versus Serve* provision at the food service sites specified by the SFA on Exhibit A.
- 5.6 The FSMC shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA on Exhibit B for the first 21 days of meal service. After the first 21 days of meal service, menu changes may be made with SFA approval. Meals must meet the Healthy Hunger-Free Kids Act of 2010 as designated herein by the SFA for each Term of the Contract, as applicable. Meals must meet or exceed the calories and meet the nutrient standards for National School Lunch, School Breakfast, and/or Summer Food Service Program meals for the age/grade groups of school children and as listed in Exhibit C.
- 5.7 The serving sizes, if applicable, provided by the SFA on the 21-day cycle menu(s) in Exhibit B are, in most cases based on the required minimum serving sizes stated in Exhibit C. If the serving sizes for the food items indicated on the

menu(s) do not meet the required weekly calorie and nutrient standards as stated in Exhibit C, the FSMC must increase serving sizes and/or provide additional food items as necessary to meet the calorie and nutrient standards without altering the 21-day cycle menu(s). Serving sizes may not be decreased unless otherwise stated in this *Request for Proposal and Contract*.

- 5.8 The FSMC shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced through production records, a minimum of plate waste and participation levels in the National School Lunch, School Breakfast and/or Summer Food Service Program meals, as applicable.
- 5.9 The FSMC shall cooperate with the SFA in promoting nutrition education and assist in the coordination of the SFA's food service with classroom instruction.
- 5.10 The FSMC shall use SFA facilities for preparation of food to be served as specified on Exhibit A.
- 5.11 The FSMC is required to substitute food components of the meal pattern for students who are considered to have a disability under 7 C.F.R. 15b and the disability restricts their diet. Substitutions must be made on a case by case basis only when supported by a written statement of the need for substitution(s) that includes recommended alternate foods, unless otherwise exempted by FNS. Such statement must be signed by a licensed physician.

The FSMC may make substitutions for students without disabilities who cannot consume the regular lunch or afterschool snack because of medical or other special dietary needs. These substitutions must be made on a case by case basis and only when supported by a written statement of the need for substitutions that includes recommended alternate foods, unless otherwise exempted by FNS. Except with respect to substitutions for fluid milk, such a statement must be signed by a recognized medical authority.

- 5.12 The FSMC shall deposit daily all monies in the SFA's profit food service account.
- 5.13 The FSMC will operate and care for equipment and food service areas in a clean, safe and healthy condition in accordance with the standards prescribed in the SFA's written food safety program and comply with all applicable federal, state and local laws, ordinances, regulations and rules concerning sanitation.
- 5.14 It will be the joint responsibility of the SFA and the FSMC to protect the anonymity of all children receiving free or reduced-price meals and methods for ensuring anonymity shall be jointly agreed upon; provided that nothing in this paragraph shall be construed to relieve the FSMC of its independent obligation to protect the anonymity of all children receiving free or reduced-price meals and to provide the required quality and extent of goods and services hereunder.

**SECTION 6
INVOICING AND PAYMENT**

- 6.1** The Vendor shall submit itemized invoices to the SFA weekly, bi-weekly or monthly. Invoices shall specify the number of meals provided to the SFA and the unit price for each meal type.
- 6.2** The SFA shall pay the Vendor the unit price specified in the Bid Summary times the number of meals provided as specified in the invoice. The SFA shall pay:
- 6.2.1** According to the time frame as stated on the Vendor's invoice; or
- 6.2.2** Five (5) business days after receiving Meal Claim Reimbursement; whichever occurs sooner.
- 6.2.3** No later than forty-one days (41) calendar days of its receipt of the invoice from the Vendor.
- 6.3** The Vendor shall use the following delinquent payment notification procedures in order to exercise its right to demand payment from the SFA:
- 6.3.1** For invoices not paid within forty-two (42) calendar days after the SFA received the invoice, the Vendor shall send the SFA a notice letter with a copy of the original invoice attached. The Vendor shall also provide a copy of the notice letter to the FDACS.
- 6.3.2** When an invoice previously noticed when delinquent forty-two (42) calendar days is still delinquent and not paid in full within sixty-three (63) calendar days after the SFA received the invoice, the Vendor must provide a second letter to the SFA with a copy of the original invoice attached and provide a copy to the FDACS.
- 6.3.3** The Vendor may suspend service or terminate its contract with the SFA if the SFA has failed to make full and complete payment for any invoice sixty-three (63) or more calendar days after the invoice was received. The Vendor's failure to terminate its contract shall not waive its right to seek payment under appropriate Florida Law and procedures.

SECTION 7 USDA FOODS

- 7.1** Any USDA Foods received for use by the SFA and made available to the FSMC shall be utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with 7 C.F.R. 250.
- 7.2** The FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the food service operation, subject to approval of the SFA.
- 7.3** The FSMC shall manage all USDA Foods to ensure the foods are utilized in the SFA's food service. USDA Foods shall not be sold, exchanged or otherwise disposed of without the approval of the USDA.
- 7.4** The FSMC shall utilize all USDA ground beef, and processed end products received in the SFA's food service operation. Commercially-purchased foods shall not be substituted for these foods.
- 7.5** The FSMC shall utilize all other USDA Foods, or substitute commercially-purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, in the SFA's food service operation.
- 7.6** The FSMC shall credit the SFA for the full value of all USDA Foods received for use in the SFA's meal service during the school year (including both entitlement and bonus foods) regardless of whether the USDA Foods have actually been used. If the FSMC acts as an intermediary between a processor and the SFA, the FSMC shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the SFA. The FSMC will issue all such credit in full prior to the expiration of each Contract Term.
- 7.7** The FSMC will clearly identify USDA food credits on the SFA's monthly bill/invoice, and record these credits on a separate line item entry. Each month, the FSMC will also provide a detailed account of all the USDA Food items that were used and the credits issued for any unused USDA Food items.
- 7.8** The current value of USDA Foods is based on the information listed on the SFA's Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the FDACS.
- 7.9** The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. subparagraph 210.9(b)(2).

- 7.10** At the end of each Contract Term and upon expiration or termination of the Contract, a year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC during each Contract Term for use in the SFA's food service operation.
- 7.11** The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting FDACS or the processor, as applicable.
- 7.12** The FSMC must keep separated inventories (both physical and accounting) of USDA Foods and regular purchased food.
- 7.13** The SFA and FSMC must maintain records of receipt of USDA Foods and processed end products, of crediting for the value of USDA Foods and other records relating to USDA Foods in accordance with 7 C.F.R. section 250.54. All records pertaining to USDA Foods shall be maintained and made available for inspection by the SFA, FDACS and the USDA for a period of five (5) years plus the current year.
- 7.14** FSMC will comply with the storage and inventory management requirements for USDA Foods in 7 C.F.R. paragraph 250.14(b). USDA ground beef and processed end products shall be stored in a manner that ensures usage in the SFA's food service operation.
- 7.15** The FSMC must accept liability for any fault or negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the SFA.
- 7.16** SFA and FDACS have and preserve a right to assert claims against other persons to whom USDA Foods are delivered for care, handling or distribution, and will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, USDA Foods.
- 7.17** The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the SFA and FSMC cannot agree on end products, the FSMC shall utilize the USDA Foods in the form furnished by the USDA.
- 7.18** The SFA shall be responsible for contracting with any commercial facility for the processing or repackaging USDA Foods. The FSMC shall pay all related processing fees and costs. The SFA shall not be responsible for any costs associated with processing USDA Foods. Although the FSMC may procure processed end products on behalf of the SFA, the FSMC itself shall not enter into any processing agreements with a processor, nor shall the FSMC enter into any subcontracts for further processing of USDA Foods. If the FSMC procures processed end products on behalf of the SFA, the FSMC will comply with the

provisions of the SFA processing agreement(s) and the requirements in subpart C of 7 C.F.R. 250.

- 7.19 The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the FSMC to maintain records as required 7 C.F.R. section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the FSMC shall be subject to the provisions of § 250.13(e).
- 7.20 The SFA, FDACS, Comptroller General of the United States, Florida Auditor General, USDA, or any of their duly authorized representatives may perform on-site reviews of the FSMC's food service operation at any reasonable time. This includes the inspection and inventory of USDA Foods in storage or the facilities used in the handling or storage of such USDA Foods, and inspection and audit all records, including financial records, and reports pertaining to the distribution of USDA Foods and may review or audit the procedures and methods used in carrying out the requirements of this contract and 7 C.F.R. 250 and 210.
- 7.21 The FSMC shall return all unused USDA ground beef products and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.
- 7.22 At the discretion of the SFA, the FSMC may be required to return other unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the Contract.
- 7.23 The SFA shall retain title to all USDA Foods provided to the FSMC for use in the SFA's food service operation.
- 7.24 USDA Foods or processed end products containing USDA Foods shall not be used for catering or special functions conducted outside of the school food service operation.

SECTION 8 PURCHASES/BUY AMERICA/AMERICAN

- 8.1 The FSMC shall retain title to all purchased food and nonfood items.
- 8.2 The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products that are either agricultural commodities produced in the United States or food product processed in the United States substantially using agricultural commodities produced in the United States.

- 8.3 The FSMC shall not substitute commercially-purchased foods for USDA ground beef and processed end products received.
- 8.4 The FSMC may substitute commercially-purchased foods for all other USDA Food received. All commercially-purchased food substitutes must be of the same generic identity as the USDA food received, of United States origin and of equal or better quality than the USDA Foods as determined by the SFA.
- 8.5 The SFA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of United States origin and of equal or better quality than the USDA Foods as determined by the SFA.
- 8.6 The FSMC may be required to certify the percentage of United States content in the products supplied to the SFA.
- 8.7 The SFA reserves the right to review FSMC purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. sections 210.21 and 250.23.
- 8.8 The FSMC shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with United States content requirements.

SECTION 9 USE OF FACILITIES AND EQUIPMENT

- 9.1 The SFA shall make available without any cost or charge to the FSMC, the areas and premises agreeable to both parties in which the FSMC shall render its services.
- 9.2 The SFA shall furnish and install any equipment and make any structural changes needed to comply with federal, state and local laws, ordinances, rules and regulations.
- 9.3 The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations or otherwise use the facilities of the SFA for any reason other than those specifically provided for in this Contract without the express written consent of the SFA.
- 9.4 The FSMC and SFA shall inventory the equipment and supplies owned by the SFA at the beginning of the school year and the end of the school year, including but not limited to flatware, trays, chinaware, glassware and kitchen utensils. The FSMC will be responsible for correcting any discrepancies and any equipment

repairs that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory.

- 9.5 The SFA shall repair and service equipment except when damages result from the use of less-than-reasonable care by the FSMC employees or agents as determined by the SFA. When damage results from less-than-reasonable care on the part of any FSMC employees or agents, it will be the FSMCs responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.
- 9.6 The SFA reserves the right, at its sole discretion, to use its facilities to sell or dispense any food or beverage before or after regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the Child Nutrition Programs.
- 9.7 The SFA shall return facilities and equipment to the FSMC in the same condition as received when the SFA uses the facilities for extra-curricular activities.
- 9.8 The FSMC shall maintain the inventory of expendable equipment necessary for the food service operation and at the inventory level as specified by the SFA.
- 9.9 The SFA shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 9.10 The FSMC and/or its employees or agents shall not remove equipment or property of the SFA from the SFA's premises including, but not limited to, food preparation and/or serving equipment.
- 9.11 The FSMC shall provide written notification to the SFA of any equipment belonging to the FSMC within ten days of its placement on SFA premises.
- 9.12 The SFA shall not be legally responsible for loss or damage to equipment and/or vehicles owned by the FSMC and located on SFA premises.
- 9.13 The SFA shall provide sanitary toilet facilities for the FSMC employees.
- 9.14 The SFA shall have access, with or without notice to the FSMC, to all SFA facilities used by the FSMC for inspection and audit purposes.
- 9.15 The FSMC shall surrender all equipment and furnishings in good repair and condition to the SFA upon termination of the Contract, reasonable wear and tear excepted.
- 9.16 The SFA must give prior approval and have final authority for the purchase of equipment used for the storage, preparation, serving, or delivery of school meals.

- 9.17 The SFA retains title to all property and equipment when placed in service. If the property and/or equipment is amortized through the FSMC and the Contract expires or is terminated, the SFA can return the property to the FSMC for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.

SECTION 10 SANITATION

- 10.1 The FSMC shall place garbage and trash in containers as specified by the SFA and place them in designated areas.
- 10.2 The SFA shall remove all garbage and trash from the designated areas.
- 10.3 The FSMC shall clean the kitchen area including, but not limited to, sinks, counters, tables, chairs, flatware and utensils.
- 10.4 The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations and rules of federal, state and local authorities.
- 10.5 The SFA shall clean grease traps, walls, floors, light fixtures, window coverings and ducts and hoods above the filter line.
- 10.6 The SFA shall provide extermination services as needed.
- 10.7 The SFA shall clean the dining/cafeteria area, including tables, chairs and floors after the meal service.

SECTION 11 EMPLOYEES

- 11.1 The FSMC shall comply with all wage and hours of employment regulations of federal and state law.
- 11.2 The FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
- 11.3 The FSMC and SFA recognize that one of the most important elements of a successful food service program is the staff employed to administer the food service program. The FSMC shall be responsible for the employment of all staff necessary for the safe, timely, and efficient distribution of meals to students and members of the SFA staff.

- 11.4** The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to use of SFA premises, as established by the SFA and furnished in writing to the FSMC.
- 11.5** The FSMC shall provide the SFA with a list of its personnel policies and employee handbook.
- 11.6** The FSMC shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all FSMC employees assigned to the SFA and results are provided to the SFA per the Jessica Lunsford Act, section 1012.32, Florida Statutes.
- 11.7** The FSMC shall submit to the SFA a current schedule of employees, positions, assigned locations, hours of work, wages and benefits (as applicable) which must be used for Proposal calculation purposes. Five (5) employees during the hours of 10:00 A.M. and 2:00 P.M. are preferred as two (2) locations will be serviced simultaneously for some period of that time.
- 11.8** The FSMC shall maintain the same minimum level of employee positions, hours, wages, and benefits as proposed throughout the entire Contract Term and each subsequent Contract Term, as applicable, unless a reduction in the required levels is authorized by the SFA. The FSMC shall provide the SFA with written notice of any increases in employee positions, hours, wages and benefits.
- 11.9** In the event a reduction in employee positions, hours, wages, and/or benefits occurs and such reduction is authorized by the SFA, the FSMC shall credit the SFA's monthly bill/invoice for the exact dollar amount related to the cost of the labor reduction as indicated on the Proposal for the remainder of the Contract Term, including the value of any subsequent and future increases in employee wages and benefits. Such credits shall be termed a Labor Reduction Fee.
- 11.10** The FSMC must ensure that the employees' hours listed on the Proposal are not used for catering or special functions.
- 11.11** Upon written request of the SFA, the FSMC will remove any FSMC employee who violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental or moral well-being of students or staff or otherwise violates SFA policies, procedures and practices.
- 11.12** In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
- 11.13** All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches and fire and safety devices in the kitchen and cafeteria areas.

11.14 The use of student workers or students enrolled in vocational classes in the food service operation shall be mutually agreed upon.

11.15 The FSMC shall provide daily, on-site supervisory personnel dedicated solely to the SFA, for the overall food service operation.

11.16 The FSMC shall conduct civil rights training for all food service employees, including front-line staff, on an annual basis. Civil rights training must include:

- Collection and use of data,
- Effective public notification systems,
- Complaint procedures,
- Compliance review techniques,
- Resolution of noncompliance,
- Requirements for reasonable accommodation of persons with disabilities,
- Requirements for language assistance,
- Conflict resolution, and
- Customer service.

11.17 The FSMC shall conduct periodic training on various food service operations related topics for all food service employees.

SECTION 12 DESIGNATION OF PROGRAM EXPENSE

12.1 The FSMC guarantees to the SFA that the proposal meal rates and fees for each reimbursable school meal and a la carte equivalent shall include the expenses designated under Column I. The FSMC shall be responsible for negotiating/paying all employees' fringe benefits, employee expenses and accrued vacation and sick pay for staff on their payroll.

12.2 The SFA shall pay those expenses designated under Column II.

	Column I	Column II
LABOR		
Payroll, Managers and/or Supervisors	X	
Payroll, Full and Part-Time Workers	X	
Payroll,		
Ticket Sellers	X	
Cashiers	X	
Drivers	X	
EMPLOYEE BENEFITS/COSTS—TO BE PAID BY PARTY DESIGNATED AS EMPLOYER. MAY INCLUDE BUT NOT LIMITED TO:		
Medical Dental and Life Insurance	X	
Retirement Plans, Social Security	X	
Vacation, Sick Leave and Holiday Pay	X	
Uniforms, Tuition Reimbursement	X	
Labor Relations	X	
Unemployment Compensation, Workers' Compensation	X	
Processing and Payment of Payroll	X	
FOOD		
Food Products	X	X ⁽¹⁾
Commodity Delivery	X	
Commodity Freight/Handling Costs	X	
Food Storage/Warehouse	X	
⁽¹⁾ - Only meals put through POS.		
OTHER EXPENSES		
Accounting		
Bank Charges		X
Data Processing		X
Record Keeping	X	X
Processing and Payment of Invoices		X
Equipment - Major		
Original Purchase	X	
Routine Maintenance	X	X ⁽²⁾
Major Repairs	X	X ⁽²⁾
Replacement	X	
⁽²⁾ - Existing equipment only.		
Equipment - Expendable (i.e., trays, tableware, glassware and utensils)		
Original Purchase	X	
Replacement	X	

	Column I	Column II
Cleaning Janitorial Supplies	X	X
Insurance		
Liability Insurance	X	
Insurance on Supplies/Inventory	X	
Laundry and Linen	X	
Office Materials		X
Paper/Disposable Supplies	X	
Pest Control		X
Postage		X
Printing		X
Product Testing	X	
Promotional Materials	X	X
Taxes and Licenses	X	
Telephone		
Local		X
Long Distance		X
Ticketing/Tokens		X
Training	X	
Transportation	X	
Trash Removal		
From Kitchen	X	
From School Premises		X
Travel		
Required	X	
Requested	X	
Vehicles	X	

SECTION 13 FEES

- 13.1** All proposals must be calculated based on the menu(s) in Exhibit B. All proposals shall be submitted using the *Proposal Summary* form attached herein. The proposal price(s) must not include the use of commodities or any alternate pricing structure. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.
- 13.2** Gross Sales shall be remitted to SFA or deposited in the food service account on a daily basis. FSMC shall be paid a fixed meal price for each Reimbursable Meal and Meal Equivalent that is recorded in the Point of Sale system provided by the FSMC under this Agreement.
- 13.3** The total cost shall include SFA's salary and benefits, indirect cost, commodity and other SFA cost. These are SFA direct pay items that must be funded from Food Service Program revenues, but are included in the Fixed Meal Price paid per meal to FSMC. A meal or meal equivalent shall be calculated as follows:
- 13.3.1** A student lunch includes: student reimbursable lunches and full-paid adult lunches are counted as one (1) meal equivalent for each lunch

served. A reimbursable student breakfast and full-paid adult breakfast are counted as (.50) meal equivalents for each breakfast served. A reimbursable student after school snack is counted as (.25) meal equivalents. A la carte food sales are converted to meal equivalents by dividing the total dollars of a la carte sales by three dollars (3.00).

- 13.4 The FSMC shall invoice the SFA at the end of each accounting period as determined by the SFA. Invoiced amounts shall be paid within 30 days after receipt of the invoice. Reconciliation shall be made for any over-payment or under-payment on the invoice for the next accounting period. Invoices to the SFA must include a statement that documentation is available at the SFA Food Service office or reasonably accessible to support the invoice and any auditing process. All clerical/recordkeeping requirements of the Food Service operation shall be completed by the staff, both SFA and FSMC, assigned to the SFA Food Service office. Upon termination of the Agreement all outstanding amounts shall be paid within thirty (30) days. In addition, FSMC and SFA shall perform a final reconciliation of the records and FSMC shall either invoice SFA for amounts due or refund SFA for any overpayment resulting from such reconciliation.
- 13.5 The FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, that do not meet the detailed specifications for each food component or menu item in accordance with 7 C.F.R. 210, or that do not otherwise meet the requirements of the contract.
- 13.6 The FSMC must subtract from the SFA's monthly bill/invoice the value of all USDA Foods received. Credit issued by the FSMC to the SFA for USDA Foods receipts shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
- 13.7 The FSMC shall submit separate billing for special functions conducted outside of the school food service account.
- 13.8 The fixed meal rate for meals must be calculated as if no USDA Foods were available.
- 13.9 Any and all losses that result from excessive ordering or spoilage (that are not the result of equipment malfunction or loss of electrical power not within the control of the FSMC) must be borne by the FSMC.

SECTION 14 REVENUE

- 14.1 The SFA shall receive all revenue from the food service operation.
- 14.2 The food service revenue shall be used only for the SFA's food service.

- 14.3 The food service revenue shall flow through the SFA's chart of accounts.
- 14.4 All goods, services, or monies received as the result of any equipment or government commodity rebate shall be credited to the SFA's food service account.
- 14.5 If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this Contract, the FSMC shall assume responsibility for the amount denied.

SECTION 15 LICENSES, CERTIFICATIONS AND TAXES

- 15.1 Throughout the Term of the Contract and each renewal Term, the FSMC shall obtain and maintain all applicable licenses, permits and health certifications required by federal, state and local law.
- 15.2 The FSMC shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals, if applicable, and must maintain this health certification for each Contract Term.
- 15.3 The FSMC and all affiliates shall collect and remit Florida Use Tax on all sales of tangible personal property in the State of Florida in accordance with applicable state statutes.

SECTION 16 RECORD KEEPING

- 16.1 The FSMC shall maintain such records as the SFA will need to meet monthly reporting responsibilities and will report claim information, including daily meal counts, to the SFA promptly at the end of each month.
- 16.2 The FSMC shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following
- 16.2.1 The receipt, use, storage, and inventory of USDA Foods;
 - 16.2.2 Monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and
 - 16.2.3 Documentation of credits issued to the SFA for USDA Foods received; and

16.2.4 Documentation of credits issued to the SFA for USDA Foods owned by the SFA prior to the contract execution date.

16.3 The FSMC shall retain all records relating to the initial contract and all subsequent renewals for a minimum of five (5) years or the longer of the retention periods required by federal, state or local laws and regulations that govern the SFA regarding recordkeeping and records retention.

16.4 All records must be maintained for the longer of the retention periods specified above for the purpose of making audits, examinations, excerpts and transcriptions by representatives of the SFA, the FDACS, the USDA and the Auditor General and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

16.5 The FSMC accepts liability for any over-claims due to FSMC negligence or noncompliance with regulations, including those over-claims based on review or audit findings.

SECTION 17 TERMS AND TERMINATION

17.1 This Contract is effective for a one-year period, commencing July 1, 2015 or upon written acceptance of the Contract, whichever occurs last, and ending June 30, 2016 ("contract term" or "term"). This contract will be renewable on an annual basis, upon mutual agreement of the SFA and FSMC, for up to four (4) additional years (each year a "renewal term").

17.2 Renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods.

17.3 Either the SFA or FSMC can terminate this Contract for cause or for convenience with a sixty- (60) day written notification. Following sixty- (60) day written notification, the SFA can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the FSMC.

17.4 Following any termination for convenience, the FSMC shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the effective date of termination. The SFA shall have the right to receive services from the Contractor through the effective date of the notice of termination and may, at its election, procure such work from other contractors as may be necessary to complete the services.

- 17.5 Notwithstanding any provision to the contrary in this Contract, obligations of the SFA will cease immediately without penalty of further payment being required if sufficient funds for this Agreement are not appropriated by the Florida Legislature or a federal funding source, or such funds are otherwise not made available to the SFA for payments in accordance with this Contract.
- 17.6 Notwithstanding the notice period in paragraph 16.3, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the FSMC if the SFA determines that the actions, or failure to act, of the FSMC, its agents, employees or subcontractors have caused or reasonably could cause jeopardy to health, safety or property; or if the SFA determines that the FSMC lacks the financial resources to perform under the Contract.
- 17.7 If the FSMC fails to perform to the SFA's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the FSMC requesting that the breach of noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any FSMC default shall be borne by the FSMC at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the FSMC upon demand.
- 17.8 Neither the FSMC nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts which could not have been prevented by the exercise of due diligence ("Act of God"). The SFA may cancel the Contract without penalty if the FSMC's performance does not resume within thirty (30) days of the FSMC's interruption of services due to an Act of God.
- 17.9 The only rates and fees that may be renegotiated in subsequent years of this contract are the fixed rates and fixed fees contained herein. Before any fixed rate or fee increases can be implemented as part of a contract renewal agreement, the FSMC shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates and fees in subsequent years of the contract must not exceed the *Consumer Price Index for Urban Consumers—Food Away From Home* annualized rate for December of the current school year. Individual per meal fixed rate and applicable fixed fee increases cannot exceed *the CPI Index* as stated above. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost. The calculation method regarding the determination of a la carte equivalents is outlined in the *Fees* section of this contract.

SECTION 18
GENERAL CONTRACT TERMS

- 18.1** No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA.
- 18.2** This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and FSMC and may not be changed, extended orally or altered by course of conduct. No other contracts will be signed by the SFA.
- 18.3** Each party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 18.4** Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and all materials, workmanship and services rendered shall be of a quality that would normally be specified by the SFA.
- 18.5** No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 18.6** Payments on any claim shall not prevent the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.
- 18.7** It is further agreed between the SFA and FSMC that the exhibits, attachments and clauses attached and designated are hereby in all respects made a part of this Contract.
- 18.8** Minority-Owned Business Enterprise

Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible. Affirmative steps shall include the following:

- 18.8.1** Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;

- 18.8.2 Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
 - 18.8.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation;
 - 18.8.4 Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;
 - 18.8.5 Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.
- 18.9 The FSMC shall comply with the Title VI of the Civil Rights Act of 1964; USDA regulations implementing Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7C.F.R. Parts 15, 15a, and 15b; FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities; and any additions or amendments to such laws and regulations.
- 18.10 If this Contract is in excess of \$100,000, the SFA and FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:
- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), as amended, Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. 1532);
 - *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. 3018); and
 - *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. 3018).
- 18.11 The FSMC will comply with:
- Energy Policy and Conservation Act (42 U.S.C. section 6201 *et seq.*);
 - Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. 5);
 - Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
 - Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3); and
 - Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

- 18.12** The FSMC is subject to the provisions of 7 U.S.C. section 2209d due to the use of federal funds for operation of the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- 18.13** The FDACS and the USDA are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the FSMC. The SFA and the FSMC have full responsibility for ensuring the terms of the Contract are fulfilled.
- 18.14** To the fullest extent permitted by law, the FSMC agrees to indemnify, defend and hold harmless the SFA and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the FSMC, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the FSMC or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the FSMC herein; (iv) any employment actions of any nature or kind including but not limited to, workers' compensation, or labor action brought by the FSMC's employees; or (v) any identity breach or infringement of any copyright, trademark, patent or other intellectual property right.

SECTION 19

FOOD SPECIFICATIONS

- 19.1** All USDA Foods offered to the SFA and made available to the FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

For all other food components, specifications shall be as follows:

- 19.2** All breads, bread alternates and grains must be whole grain-rich. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on Exhibit C. If applicable, product should be in moisture-proof wrapping and pack-code date provided.
- 19.3** All meat and poultry must have been inspected by the USDA and must be free from off color or odor.
- 19.3.1** Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.

- 19.3.2** Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from the USDA.
- 19.3.3** For breaded and battered items, all flours must be enriched for breads/grains credit and breading/batter must not exceed 30 percent (30%) of the weight of the finished product.
- 19.3.4** For sausage patties, the maximum fat allowed is 50 percent (50%) by weight; industry standard of 38 to 42 percent (38% to 42%) fat preferred.
- 19.3.5** All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking or other discoloration.
- 19.4** All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced- or low-fat. All cheese should also have a bright, uniform and attractive appearance; have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.
- 19.5** All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC.
- 19.6** All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fruits must meet the food distributors' second-quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- 19.7** All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, vegetables must meet the food distributors' second-quality level. Vegetables should have characteristic color and good flavor, be well shaped, and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- 19.8** All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and should be low-sodium or no added salt.

- 19.9** All canned fruits must meet the food distributors' second quality level (standard). Fruit must be packed in juice, water or light syrup, and all frozen or dried fruit must have no added sweetener (nutritive or non-nutritive).
- 19.10** Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- 19.11** Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- 19.12** If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug and Cosmetic Act and other regulations that support the wholesomeness of products.
- 19.13** Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 19.14** All fruit juices must be 100 percent fruit juice.
- 19.15** When the specification calls for "Brand Name or Equivalent", the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the SFA.
- 19.16** Food items must meet the sodium target level prescribed in 7 C.F.R. section 210.10 for the applicable school year.
- 19.17** Nutrition labels or manufacturer specifications must indicate zero grams of trans fat (less than 0.5 grams) per serving. Meats that contain a minimal amount of naturally-occurring trans fats are allowed in the school meal programs.
- 19.18** Fluid milk must be low-fat (1 percent [1%] milk fat or less, unflavored only) or fat-free (unflavored or flavored). Two (2) choices must be offered daily as required by the SFA.
- 19.19** No pork products shall be utilized at Aventura City of Excellence School and to the extent possible within the NSLP regulations, kosher guidelines should be adhered to.

Brian Raducci

From: Maurice Lichy <koshersubwayinc@aol.com>
Sent: Friday, June 05, 2015 10:21 AM
To: Brian Raducci
Cc: Alm,Julie; kpace@charterschoolsusa.com; Brent Rogers; Eric M. Soroka; Bailey,Sherrie; Hamner, Tony; antoniolama@hotmail.com; oslama3@gmail.com
Subject: 2015-5016 NSLP Kosher Subway

Hello to all,

Thank you again for giving Kosher Subway the opportunity to be the NSLP Vendor for the upcoming new year at The City of Excellence School. It was a pleasure meeting with most of you this morning and we look forward to another successful year of working together.

As we had discussed and agreed to this morning, Kosher Subway will charge \$3.86 per lunch and \$1.93 per Breakfast during the 2015-2016 school year. Furthermore, all monies collected on a daily basis will be turned in to a specified school staff member together with an end of day report to verify all funds collected.

At the end of each week, Kosher Subway will submit an electronically produced invoice to the City of Aventura for payment of all the meals(Breakfast/Lunch/a-la-Cart) served during the wee and payment to be made within 15 day of receipt of the invoice.

I hope i covered everything and again we look forward to working together for another year and hopefully many more to follow.

Sincerely,

Maurice Lichy

The J-Cafe Kosher Catering, LLC
KOSHER SUBWAY #41895
Elsie's Cafe'
18900 NE 25TH AVE
N.M.B., FL 33180
305-778-5946



PROPOSAL SUMMARY

**Request for Proposal and Contract
Food Program Management Services**

This document contains a proposal solicitation for Food Program Management Services for the Aventura City of Excellence School for the period beginning July 1, 2015 and ending June 30, 2016 and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the Contract between the FSMC and the SFA. The FSMC shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the proposal solicitation/Contract.

MEAL RATES AND FEES MUST BE QUOTED AS IF NO USDA FOODS WILL BE RECEIVED

1. All proposals must be calculated based on the menu(s) in Exhibit B. All proposals shall be submitted using the "Proposal Summary" form. The proposed price(s) must not include the use of USDA Foods or any alternate pricing structure. Proposals must be written in ink or typed in the blank space(s) provided.
2. Fixed Meal Prices for Reimbursable Meals and Meal Equivalents. FSMC shall be paid a fixed meal price (Fixed Meal Price) for each Reimbursable Meal and Meal Equivalent provided by the FSMC under this Agreement as follows:

<u>Reimbursable Meals and Meal Equivalents</u>	<u>Fixed Meal Price</u>
All Reimbursable Meals and Meal Equivalents	\$ <u>3.90</u> <i>lunch</i> <i>1.95 Breakfast</i>

3. The total cost includes direct pay items that must be funded from Food Service Program revenues, but are included in the Fixed Meal Price paid per meal to FSMC, such as SFA's salary and benefits, indirect cost, commodity and other SFA costs.
4. A meal or meal equivalent shall be calculated as follows:
A lunch equivalent includes student reimbursable lunches and full-paid adult lunches, counted as one meal equivalent for each lunch served. A breakfast equivalent includes student reimbursable breakfasts and full-paid adult breakfasts, counted as (.50) meal equivalents for each breakfast served. An afterschool snack includes student reimbursable snacks, counted as (0.25) meal equivalents. A la carte food sales are converted to meal equivalents by dividing the total dollars of a la carte sales by three dollars (\$3.00).

(All totals must be carried out to the second decimal place and must not be rounded.)

Kosher Subway

Name of FSMC

18900 NE 25th AVE

Street Address

North Miami Beach

FL

33180

City
Code

State

Zip

By submission of this proposal, the FSMC certifies that, in the event the FSMC receives an award under this solicitation, the FSMC shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year renewal terms.

Maurice Lichy

Owner

Authorized FSMC Name

Title

Maurice Lichy

5/26/15

Authorized FSMC Signature

Date

ACCEPTANCE OF CONTRACT

438

Aventura City of Excellence

School

Sponsor Number
(SFA)

School Food Authority

Signature of Authorized SFA Representative
Date

Title

**CITY OF AVENTURA
REQUEST FOR PROPOSAL
FOOD PROGRAM MANAGEMENT SERVICES**

RFP # 15-06-01-2

EXHIBIT A

**SITE INFORMATION LIST
NATIONAL SCHOOL LUNCH PROGRAM**

Sponsor Name: Aventura City of Excellence School

Sponsor Number 438

Site Name and Address	Grade Levels	Number of Days Meals Served	Average Daily Participation	Serving Times	
				Begin	End
<u>Breakfast</u>					
Aventura City of Excellence School Elementary School 3333 NW 188 th St. Aventura, FL 33180	K-8	180	(1)	7:55 A.M.	8:25 A.M.
<u>Lunch</u>					
Aventura City of Excellence School Elementary School 3333 NW 188 th St. Aventura, FL 33180	K-4	180	(1)	10:00 A.M.	2:00 P.M.
Aventura City of Excellence School Middle School 3205 NW 188 th St. Aventura, FL 33180	5-8	180	(1)	10:00 A.M.	1:00 P.M.

Note: (1) There is a total enrollment of 1,020 students between the Elementary and Middle School with approximately 340 students participating daily in the lunch program between the two (2) adjacent facilities.

EXHIBIT B, PART 1
Food-Based Meal Pattern
21-Day Cycle Menu for K – 8th Grade Lunch
Kosher Subway

	1	2	3	4	5	Veg Weekly Cup Portions
M/MA	3-4oz Grilled Chicken (2oz Cooked Chicken = 2oz eq. M/MA)	4oz Alfredo Cheese Sauce (2oz eq. M/MA)	4oz Cheese Quesadía (2oz. cheese = 2 oz eq. M/MA)	3oz Hamburger (2oz cooked beef = 2 oz eq. M/MA)	4oz Cheese Pizza (2oz Cheese = 2 oz eq. M/MA)	1/2 cup Dark Green
G/B	1oz WGR Dinner Roll (1oz. eq. grain)	1/2 c. WGR Spiral Pasta (1oz. eq. grain)	1oz 6" WGR Tortillas (1oz. eq. grain)	2oz 3" WGR Bun (2oz. eq. grain)	2oz WGR Pizza Crust (2oz. eq. grain)	3/4 cup Red/Orange
Fruit	1/2 c. Seasoned WGR Brown Rice	1/2 c. 1/2 cup Fresh Apple Slices	1oz WGR Tortilla Chips	1/2 c 1/2 cup Sliced Pears	1/2 c 1/2 cup Fruit Cocktail	1/2 cup Beans/Peas
Veg	1/2 c 1/2 Cup Sliced Peaches	3/4 c Steamed Broccoli = 3/4 cup credit	3/4 c 1 cup (1/2 cup iceberg Lettuce 1/4 cup Salsa	3/4 cup 3/4 cup Baked Potato Wedges 1/4 cup lettuce/1/8 cup credit & 1/8 cup Pickles, Onions (garnish)	3/4 c 3/4 cup Baby Carrots FF Ranch	1 Cup Add'l
M/MA	4 pcs (4oz) Oven-Baked Fish Sticks (4 pieces = 2oz eq. M/MA)	3pcs (3oz) Meatballs & Spaghetti (3pcs = 2oz eq. M/MA)	3oz BBQ Chicken Strips (2oz. cooked chicken = 2 oz. eq. M/MA)	2oz Hotdog (2oz all Meat = 2 oz eq. M/MA)	4oz Cheese Pizza (2oz Cheese = 2 oz eq. M/MA)	1/2 cup Dark Green
G/B	1oz - 1.25oz. WGR Stick Breading (1-1.25 oz. eq. grain)	1/2 c. WGR Spaghetti Pasta (1oz. eq. grain)	1/2 cup White Rice (1oz. eq. grain)	2oz 3" WGR Bun (2oz. eq. grain)	2oz WGR Pizza Crust (2oz. eq. grain)	3/4 cup Red/Orange
Fruit	1/2 c. Seasoned WGR Brown Rice	1/2 c 1/2 cup Fresh Apple Slices	1/2 c 1/2 Cup Sliced Peaches	1oz WGR Chips	1/2 c 1/2 cup Mixed Fruit	1/2 cup Starchy
Veg	3/4 c 3/4 cup Green Beans	3/4 c Steamed Spinach = 3/4 cup credit 1/4 cup Tomato Sauce	3/4 c Corn	1/4 cup 1/4 cup Pickles, Onions (garnish)	3/4 c 3/4 cup Baby Carrots FF Ranch	1 Cup Add'l

EXHIBIT B, PART 1
Food-Based Meal Pattern
21-Day Cycle Menu for K – 8th Grade Lunch
Kosher Subway

	11	12	13	14	15	Veg Weekly Cup Portions
M/MA	4oz Toasted Cheese Sandwich (2oz Cheese = 2oz eq. M/MA)	3pcs (3oz.) Baked Breaded Chicken Tenders (2oz. cooked Chicken = 2 oz. eq. M/MA)	4oz Mac & Cheese (2oz eq. M/MA)	4oz Chicken Stir-Fry (2oz cooked chicken= 2 oz eq. M/MA)	4oz Cheese Pizza (2oz Cheese = 2 oz eq. M/MA)	1/2 cup Dark Green
G/B	2oz WGR Bread (2oz. eq. grain)	1oz - 1.25oz. WGR Breading (1-1.25 oz. eq. grain)	1/2 c. WGR Macaroni Pasta (1oz. eq. grain)	1/2 c. WGR Brown Rice (2oz. eq. grain)	2oz WGR Pizza Crust (2oz. eq. grain)	3/4 cup Red/Orange
Fruit	1/2 c 1/2 Cup Sliced Pear	1/2 c 1/2 cup Fresh Apple Slices	1/2 c 1/2 cup Pineapple Chunks	1/2 c 1/2 cup Sliced Peaches	1/2 c 1/2 cup Fruit Cocktail	1/2 cup Beans/Peas
Veg	3/4 c 1/2 Cup Baked Sweet Potato Fries	3/4 c Steamed Broccoli = 3/4 cup credit 1/2 c Mashed Potato	3/4 c 3/4 cup Peas	1/2 cup Mixed Veggies	3/4 c 3/4 cup Baby Carrots FF Ranch	1/2 cup Starchy
M/MA	1 cup Meat Sauce & WGR Pasta (1/2 cup meat sauce = 2oz eq. M/MA)	4 pcs (4oz) Oven-Baked Chicken Nuggets (4 pieces = 2oz eq. M/MA)	6oz Turkey Sub (4oz. Deli Turkey = 2 oz. eq. M/MA)	3oz Teriyaki Chicken Strips (2oz. cooked chicken = 2 oz. eq. M/MA)	4oz Cheese Pizza (2oz Cheese = 2 oz eq. M/MA)	1/2 cup Dark Green
G/B	1/2 c. WGR Bowtie Pasta (1oz. eq. Grain)	1oz - 1.25oz. WGR Nugget Breading (1-1.25 oz. eq. grain)	2oz. 6" WGR Roll (2oz. eq. grain)	1oz WGR Dinner Roll (1oz. eq. grain)	2oz WGR Pizza Crust (2oz. eq. grain)	3/4 cup Red/Orange
Fruit	1oz WGR Dinner Roll (1oz. eq. grain)	1/2 c 1/2 Cup Fresh Bananas	1oz WGR Chips	1/2 c. Seasoned WGR Brown Rice	1/2 c 1/2 cup Mixed Fruit	1/2 cup Beans/Peas
Fruit	1/2 c 1/2 Cup Fresh Cantaloupe	3/4 c Steamed Spinach 1/2 c Mashed Potato	1/2 c 1/2 cup Fruit Cocktail	1/2 c 1/2 Cup Sliced Peaches	3/4 c 3/4 cup Baby Carrots FF Ranch	1/2 cup Starchy
Veg	3/4 c 3/4 cup Green Beans		1/2 c Carrot Sticks 1/8 c Iceberg Lettuce & 1/8 c. Cucumber Slices	1 c Mixed Greens Salad (Romaine & Spinach) (credits 1/2 Cup)		1 Cup Add'l

EXHIBIT B, PART 2
Food-Based Meal Pattern
21-Day Cycle Menu for K – 8th Grade Breakfast
Kosher Subway

M/M/A	1	2	3	4	5	
	1oz Egg Omelet (1oz eq. M/M/A) 1oz American Cheese (1oz eq. M/M/A)	2oz Hard Boiled Egg (1 egg = 2oz eq. M/M/A)	1/2c Fat-Free Yogurt. (1/2 c = 1oz. eq. M/M/A)	1oz Turkey Sausage (1oz cooked = 1oz eq. M/M/A)	1oz Low-Fat Cream Cheese (1oz eq. M/M/A)	
G/B	2oz WGR Bagel (2oz eq. grain)	1.5oz WGR Cereal (1oz eq = 1.25 cup)	2oz WGR Granola Bar (2oz plain granola bar = 1oz. eq. grain)	1.2oz WGR Pancakes (1oz. eq. grain)	2oz WGR Bagel (2oz eq. grain)	
Fruit or Veg	½ c Fresh Banana ½ c 100% Apple Juice	½ c Orange Wedges ½ c 100% Orange Juice	½ c Pineapple Chunks ½ c 100% Apple Juice	½ c Fresh Apple Slices ½ c 100% Apple Juice	½ c Fresh Banana ½ c 100% Apple Juice	
Milk	8oz Fat Free Flavored or 1% Flavored	8oz Fat Free Flavored or 1% Flavored	8oz Fat Free Flavored or 1% Flavored	8oz Fat Free Flavored or 1% Flavored	8oz Fat Free Flavored or 1% Flavored	
M/M/A	6	7	8	9	10	
	1oz Low-Fat Cheese Stick (1oz eq. M/M/A)	1/2c Fat-Free Yogurt (1/2 c = 1oz. eq. M/M/A)	1oz Low-Fat Cream Cheese (1oz eq. M/M/A)	2oz Hard Boiled Egg (1 egg = 2oz eq. M/M/A)	1oz Egg Omelet (1oz eq. M/M/A)	
G/B	2oz WGR Blueberry Muffin (2oz eq. = 1oz. eq. grain)	2.4oz WGR Waffle (2.4oz = 2oz. eq. grain)	2oz WGR Bagel (2oz eq. grain)	1.5oz WGR Cereal (1oz eq = 1.25 cup)	1oz American Cheese (1oz eq. M/M/A)	
Fruit or Veg	½ c Fresh Apple Slices ½ c 100% Apple Juice	½ c Pineapple Chunks ½ c 100% Orange Juice	½ c Fresh Banana ½ c 100% Apple Juice	½ c Sliced Pears ½ c 100% Orange Juice	½ c Fresh Banana ½ c 100% Apple Juice	
Milk	8oz Fat Free Flavored or 1% Flavored	8oz Fat Free Flavored or 1% Flavored	8oz Fat Free Flavored or 1% Flavored	8oz Fat Free Flavored or 1% Flavored	8oz Fat Free Flavored or 1% Flavored	

EXHIBIT B, PART 2
Food-Based Meal Pattern
21-Day Cycle Menu for K – 8th Grade Breakfast
Kosher Subway

M/MA	<p>21</p> <p>1oz Low-Fat Cream Cheese (1oz eq. M/MA)</p>				
G/B	<p>2oz WGR Bagel (2oz eq. grain)</p>				
Fruit or Veg	<p>½ c Fresh Banana ½ c 100% Apple Juice</p>				
Milk	<p>8oz Fat Free Flavored or 1% Flavored</p>				

CITY OF AVENTURA
 REQUEST FOR PROPOSAL
 FOOD PROGRAM MANAGEMENT SERVICES

RFP # 15-06-01-2

EXHIBIT C
 FOOD BASED NUTRITION STANDARDS
 FOR MENU PLANNING
 NATIONAL SCHOOL LUNCH PROGRAM & SCHOOL BREAKFAST PROGRAM

Meal Pattern	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 ^a	Grades 6-8 ^a	Grades 9-12 ^a	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food ^b Per Week (Minimum Per Day)					
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{c,d}	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional Veg to Reach Total ^h	0	0	0	1	1	1½
Grains (oz eq) ⁱ	7-10 (1) j	8-10 (1) j	9-10 (1) j	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^{m,no}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^{o,p}	< 10	< 10	< 10	< 10	< 10	< 10

above age-grade required 2013 (SY 2013-2013 only, continue to use

Sodium (mg) ^{a, e}	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat ^{b, c}	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

^aIn the SBP, the groups are beginning July 1, 2014. In SY 2012-14, schools may

^bthe meal pattern for grades K-12 (see § 220.23).

^cFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.

^dOne quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^eFor breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).

^fThe fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).

^gLarger amounts of these vegetables may be served.

^hThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

ⁱAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^jAt least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).

^kIn the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

^lThere is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^mFluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

ⁿThe average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

^oDiscretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

^pIn the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).

^qFinal sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

Food and Nutrition Service, United States Department of Agriculture.

**CITY OF AVENTURA
REQUEST FOR PROPOSAL
FOOD PROGRAM MANAGEMENT SERVICES**

RFP # 15-06-01-2

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal. I agree that my submittal will remain firm for a period of at least 120 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service, that no officer, employee or agent of the City of Aventura or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Addendum # 1 Dated 05/19/2015
Addendum # Dated
Addendum # Dated

Kosher Subway
NAME OF BUSINESS

Maurice Lichy
SIGNATURE

Maurice Lichy owner
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS
18900 NE 25th Ave
North Miami Beach, FL 33180
CITY, STATE, ZIP CODE
(305) 778-5946
TELEPHONE NUMBER

FAX NUMBER

KosherSubwayInc@aol.com
EMAIL ADDRESS

STATE OF Florida)
COUNTY OF Miami Dade) SS

The foregoing instrument was sworn to and subscribed before me this 27 day of May, 2015 by MAURICE LICHY who is personally known to me or produced Florida Drivers License as identification.

Carmenza Mejia
NOTARY PUBLIC, State of Florida

Print Name: CARMENZA MEJIA

Commission No.: 146692
Commission Expires: 11/16/18



CITY OF AVENTURA

ADDENDUM #1

FOOD PROGRAM MANAGEMENT SERVICES

RFQ # 15-06-01-2

DATE OF ADDENDUM: Tuesday, May 19th, 2015

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CLARIFICATION

None at this time

PLEASE NOTE THE FOLLOWING QUESTIONS AND ANSWERS:

Question 1. Alternate pricing structures (proposals) are not allowed under this RFP correct?

Answer: Correct, alternate pricing structures are not allowed. However, a flat rate would be the same as a fixed meal price, which is what the RFP is asking for. The Proposer need to provide a price for the meals that will not change during the 1 year contract.

PLEASE NOTE THE FOLLOWING ADDITIONS:

To all Proposer's who submit a proposal on June 1, 2015 at 2:00PM will be required to hold a Food Sampling on Wednesday, June 3, 2015 at 1:00PM.

END OF ADDENDUM #1

**CITY OF AVENTURA
REQUEST FOR PROPOSAL
FOOD PROGRAM MANAGEMENT SERVICES**

RFP # 15-06-01-2

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

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

1. This sworn statement is submitted to the **CITY OF AVENTURA, FLORIDA**

By: Maurice Lichy
(print individual's name and title)

For: Kosher Subway
(print name of entity submitting sworn statement)

whose business address is: 18900 NE 25th Ave N.M.B, FL 33180

and (if applicable) its Federal Employer Identification Number (FEIN) is:
27-0292852

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement: ____ - ____ - ____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Marcus Lily
Signature



Sworn to and subscribed before me this 27th day May, 2015.

Personally known

Carmenza Mejia

OR _____ Name of Notary
Produced identification Id Driver License Notary Public - State of Florida

**CITY OF AVENTURA
REQUEST FOR PROPOSAL
FOOD PROGRAM MANAGEMENT SERVICES**

RFP # 15-06-01-2

**BUSINESS ENTITY AFFIDAVIT
(VENDOR/BIDDER DISCLOSURE)**

I, MAURICE Lichy, being first duly sworn
State:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Aventura ("City") are (Post Office addresses are not acceptable), as follows:

27-0292852
Federal Employer Identification Number (If none, Social Security Number)

Kosher Subway N.M.B, LLC
Name of Entity, Individual, Partners or Corporation

<u>18900 NE 25th AVE</u>	<u>N. Miami Beach</u>	<u>FL</u>	<u>33180</u>
Street Address	Suite	City	State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>MAURICE Lichy</u>	<u>19402 Diplomat Dr Miami, FL 33179</u>	<u>60 %</u>
<u>ANTONIO LAMA</u>	<u>2021 NE 191DR Miami, FL 33179</u>	<u>40 %</u>
		<u>%</u>

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

Maurice Lichy
Signature of Affiant

5/27/15
Date

MAURICE LICHY
Print Name

Sworn to and subscribed before me this 27th day of May, 2015.

Personally known _____

OR _____

Produced identification FL Drivers License

Carmenza Mejia
Notary Public

Notary Public – State of Florida

My Commission expires: 11/16/18

Type of identification



**CITY OF AVENTURA
REQUEST FOR PROPOSAL
FOOD PROGRAM MANAGEMENT SERVICES**

RFP # 15-06-01-2

“NO BID or PROPOSAL” RESPONSE

RFP # 15-06-01-2

If your firm is unable to submit a bid, please complete and return this form prior to date shown for receipt of proposal, and return to:

CITY OF AVENTURA

We have declined to propose on **RFP # 15-06-01-2**, for the following reasons:

- We do not offer this service/product
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet bond/insurance requirements
- Specifications unclear (please explain below)
- Other (please specify below)

REMARKS _____

Typed Name and Title

Company Name

Address

Business Phone

Fax Number

N/A

**CITY OF AVENTURA
REQUEST FOR PROPOSAL
FOOD PROGRAM MANAGEMENT SERVICES**

RFP # 15-06-01-2

REFERENCES

Proposer shall submit as a part of the proposal package, at least five (5) business references with Project Name/Title, Client Name with Address, Telephone & Fax Numbers, Project Location, Fee Charged, Source of Funds, and Performance Period that have utilized the services being proposed to the City. (*Indicates required information)

Name: Aventura City of Excellence School
Contact Name: Tony Hammer
*Address: 3333 NE 188th St Aventura, FL 33180

*Telephone No.: 305-466-1499 *Fax No.: _____
Cell Phone No.: _____ Email: t.hammer@aventuracharter.org
Date of Contract: July 2014

Name: Herman + Miriam Tauber Academy
Contact Name: Cindy Behar
*Address: 20400 NE 30th Ave Aventura, FL 33180

*Telephone No.: 305-931-0010 *Fax No.: _____
Cell Phone No.: _____ Email: cbehar@TauberAcademy.com
Date of Contract: July 2014

REFERENCES continued

Name: Hebrew Academy
Contact Name: Sandy Bernstein
*Address: 2400 Pine Tree Drive Miami Beach, FL 33140

*Telephone No.: 305-672-6191 *Fax No.: _____
Cell Phone No.: _____ Email: sbernstein@RASG.org
Date of Contract: July/2014

Name: Brauser Maimonides Academy
Contact Name: SETH Abels
*Address: 5300 SW 40th AVE FT LAUDERDALE, FL 33314

*Telephone No.: 954-989-6886 *Fax No.: _____
Cell Phone No.: _____ Email: sabels@brauser.us
Date of Contract: July/2014

Name: NANA'S Pre-School Learning Center
Contact Name: BATIA AMMAR
*Address: 1010 S. Federal Hwy Hallandale Beach, FL 33009

*Telephone No.: 954-456-6262 *Fax No.: _____
Cell Phone No.: _____ Email: NANAS@NANAspreschool.com
Date of Contract: July/2014

Kosher Subway
18900 NE 25th Ave
North Miami Beach, FL 33180

Experience and Qualifications

Kosher Subway has been a Kosher National Approved School Lunch Vender since 2008. We started with one school (ACES) in 2009 and have been their School Lunch Vendor ever since. We are happy to say that today we participate in 6 other schools both public and private and serve only Kosher School Breakfast & Lunch Programs. We are Kosher Certified through Kosher Miami which is the Kosher Supervision Authority in Miami-Dade County. Currently our kitchen facility is located within 2 miles of The City of Aventura and we are capable of feeding over 1,200 students a day.

References:

*Aventura City of Excellence School
3333 NE 188th St Aventura, FL 33180
(305) 466-1499*

Ms. Julie Alm-Principle

jalm@aventuracharter.org

Mr. Tony Hamner-Business Manager

thamner@aventuracharter.org

*Herman and Miriam Tauber Academy @ Aventura Turnberry Jewish Center
20400 NE 30th Avenue, Aventura, Florida 33180
(305) 931-0010*

Mrs. Cindy Behar-School Director

cbehar@tauberacademy.com

Ms. Joana Matalon-School Assistant Director

jmatalon@tauberacademy.com

Hebrew Academy

2400 Pine Tree Drive Miami Beach, FL 33140

(305) 672-6191

Mrs. Sandy Bernstein- School Administrator

SBernstein@rasg.org

Brauser Maimonides Academy

5300 SW 40th Ave Fort Lauderdale, FL 33314

(954) 989-6886

Mr. Seth Abels Director of Operations

sabels@brauser.us

**CITY OF AVENTURA
REQUEST FOR PROPOSAL
FOOD PROGRAM MANAGEMENT SERVICES**

RFP # 15-06-01-2

DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

In order to have a drug-free workplace program, a business shall:

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

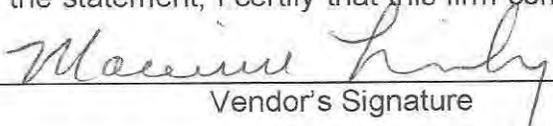
2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

FLORIDA STATE STATUTE 287.087

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific instructions on page 2.

Name (as shown on your income tax return)
Kosher Subway N.M.B., LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
18900 NE 25th Ave

City, state, and ZIP code
North Miami Beach, FL 33180

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-		
--	--	--	---	--	--	---	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

2	7	-	0	2	9	2	8	5	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Marcus Luby Date ▶ 05/26/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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 *afT*

DATE: June 24, 2015

SUBJECT: **Recommendation: Bid No: 15-06-19-2 – Biscayne Lake Gardens Road Resurfacing Improvements**

July 7, 2015 City Commission Meeting Agenda Item 5E

Recommendation

It is recommended that the City Commission adopt the attached Resolution awarding Bid No. 15-06-19-2, Biscayne Lake Gardens Road Resurfacing Improvements to the lowest responsible and responsive bidder, M&M Asphalt Maintenance, Inc. for the price of \$113,677. The budgeted amount for this project is \$145,000. This project will be funded by Budget Line Item Number 120-5001-541-6305.

Background

In accordance with the City's Purchasing Ordinance, bids for this project were solicited, advertised, and opened on June 19, 2015. The City received the following four (4) bids for this project:

M&M Asphalt Maintenance, Inc.	\$ 113,677.00
Weekley Asphalt Paving, Inc.	\$ 126,103.50
General Asphalt Company, Inc.	\$ 134,999.00
Solo Construction & Engineering, Inc.	\$ 138,631.00

This bid price allows for milling and resurfacing together with signage and marking improvements of City owned roadways within the Biscayne Lake Gardens condominium development.

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 15-06-19-2, BISCAYNE LAKE GARDENS ROAD RESURFACING IMPROVEMENTS TO M&M ASPHALT MAINTENANCE, INC. AT THE BID PRICE OF \$113,677; 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. 15-06-19-2, Biscayne Lake Gardens 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 M&M Asphalt Maintenance, Inc. has submitted the lowest responsible and responsive bid for said project/work; and

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

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

Section 1: That bid/contract for BID NO. 15-06-19-2, Biscayne Lake Gardens Roadway Resurfacing Improvements, is hereby awarded to M&M Asphalt Maintenance,

Inc. in the amount of \$113,677.

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

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

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

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

PASSED AND ADOPTED this 7th day of July, 2015.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

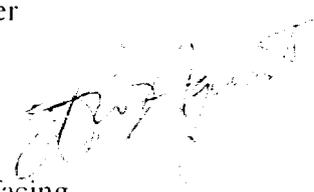
CITY ATTORNEY

MEMORANDUM

CRAVEN THOMPSON AND ASSOCIATES, INC.

Date: June 24, 2015

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

From: Peter W. Aquart, PE, Consulting Engineer 

Reference: Biscayne Lake Gardens Milling and Resurfacing
Bid Number 15-06-19-2

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

- General Asphalt Company, Inc.
- Solo Construction & Engineering, Inc.
- M&M Asphalt Maintenance, Inc.
- Weekley Asphalt Paving, Inc.

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

The apparent low bidder is M&M Asphalt Maintenance, Inc. We are familiar with M&M Asphalt Maintenance Inc. (doing business as All County Paving) regarding their performance and deem them to be a responsible bidder.

It is our opinion that M&M Asphalt Maintenance Inc. is the lowest responsible bidder and recommend awarding the contract to them for the total amount of \$113,677.00.

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

Enclosures: Bid Tabulation

SECTION 00410

BID FORM

THIS BID IS SUBMITTED TO:

City of Aventura
19200 West Country Club Drive
Aventura, Florida 33180
BID FOR: Biscayne Lake Gardens Milling and Resurfacing
BID No: 15-06-19-2

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Aventura in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

1. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. <u> 1 </u>	Dated: <u> 6-15-15 </u>
Addendum No. <u> </u>	Dated: <u> </u>
Addendum No. <u> </u>	Dated: <u> </u>
Addendum No. <u> </u>	Dated: <u> </u>

- (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

Biscayne Lake Gardens Milling and Resurfacing
City of Aventura Bid No. 15-06-19-2
CTA Project No. 01-0103.188

- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
 - (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - (g) BIDDER has given Consultant written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Consultant is acceptable to BIDDER.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the City.
2. BIDDER understands and agrees that the Contract Price is lump sum to furnish and install all of the Work complete in place. The Schedule of Values is provided for the purpose of Bid Evaluation and when initiated by the City, the pricing of change orders. Contractor's price will not be adjusted to reflect any deviation from the Schedule Of Values, except to the extent that the City changes the scope of Project after the Contract Date.

As such the Contractor shall furnish all labor, materials, equipment, tools superintendence and services necessary to provide a complete in place Project for the Bid Price of:

One hundred thirteen thousand six hundred
seventy-seven dollars and
zero cents LUMP SUM
 (Written Total Bid Price - From Schedule Of Values)

BIDDER agrees that the work will be complete in full within 60 calendar days from the date stipulated in the Notice to Proceed. If Bid Alternates are awarded, then the completion time for the work covered under the Bid Alternates will be agreed to prior to the issuance of the Notice to Proceed.

3. Communications concerning this Bid shall be addressed to:

BIDDER: M + M Asphalt Maintenance, Inc.
Address: 1180 SW 10th Street
Delray Beach, FL 33444
Email: tbarbee@allcountypaving.com
Telephone: 561-416-3800
Facsimile Number: 561-588-2140
Attention: Trisha Barbee

4. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS DAY June 19, 20 15.

SECTION 00410

SCHEDULE OF VALUES – BIDDER'S COMPANY NAME: M & M Asphalt Maintenance, Inc.

Time to Substantial Completion: 30 calendar days upon issuance of the Notice to Proceed.

Time to Final Completion: 30 calendar days.

TOTAL CONTRACT TIME = 60 CALENDAR DAYS

Pay Item	Estimated Quantity	Description	Unit	Unit Price	Extended Price
100	1	General Conditions and Mobilization	LS	\$5,000.-	\$5,000.-
101	1	Provide Maintenance Of Traffic per FDOT 600 Series Design Standards	LS	\$7,500.-	\$7,500.-
102	1	Provide Erosion Control Measures	LS	\$1,500.-	\$1,500.-
103	450	Mill 1" Asphalt, Including Removal and Disposal of Existing Pavement	SY	\$5.-	\$2,250.-
104	5,800	1" Superpave SP-9.5 Asphaltic Concrete Pavement, Including Tack Coat	SY	\$6.25	\$36,250.-
105	1,850	Pavement Repairs; Includes Removal and Disposal of Existing Pavement	SY	\$16.20	\$29,970.-
106	10	12" Stabilized Subgrade (min. LBR of 40)	SY	\$10.-	\$100.-
107	10	12" Limerock Base (min. LBR of 100), Including Prime Coat	SY	\$80.-	\$800.-
108	1	Adjust Existing Storm and Sanitary Sewer Manhole Rim	EA	\$250.-	\$250.-
109	1	Adjust Existing Sanitary Cleanout	EA	\$150.-	\$150.-
110	1	Replace Roadway Loop Detectors	EA	\$2,500.-	\$2,500.-
111	5	Furnish & Install Detectable Warning Surface	EA	\$375.-	\$1,875.-
112	165	6" Solid Yellow Striping (Thermoplastic)	LF	\$1.-	\$165.-
113	210	6" Solid White Striping (Thermoplastic)	LF	\$1.-	\$210.-

Biscayne Lake Gardens Milling and Resurfacing
 City of Aventura Bid No. 15-06-19-2
 CTA Project No. 01-0103.188
 Addendum No.1

114	65	8" Solid White Striping (Thermoplastic)	LF	\$1.75	\$113.75
115	205	18" Solid White Striping (Thermoplastic)	LF	\$3.50	\$717.50
116	180	24" Solid White Striping (Thermoplastic)	LF	\$4.50	\$810.-
117	20	6" Skip White 10'-30' (Thermoplastic)[Net length of Thermoplastic Markings]	LF	\$1.-	\$20.-
118	480	6" Solid Double Yellow (Thermoplastic)	LF	\$2.-	\$960.-
119	1	Arrow (Thermoplastic)	EA	\$75.-	\$75.-
120	165	6" Solid Yellow Striping (Paint)	LF	\$2.95	\$49.50
121	210	6" Solid White Striping (Paint)	LF	\$2.95	\$63.-
122	65	8" Solid White Striping (Paint)	LF	\$4.95	\$32.50
123	205	18" Solid White Striping (Paint)	LF	\$1.25	\$256.25
124	180	24" Solid White Striping (Paint)	LF	\$1.50	\$270.-
125	20	6" Skip White 10'-30' (Paint)[Net length of Paint]	LF	\$0.40	\$8.-
126	480	6" Solid Double Yellow (Paint)	LF	\$0.60	\$288.-
127	1	Arrow (Paint)	EA	\$25.-	\$25.-
128	1	Reflective Pavement Marker (RPM) White / Red	EA	\$5.-	\$5.-
129	4	Reflective Pavement Marker (RPM) Blue / Blue	EA	\$5.-	\$20.-
130	13	Remove existing sign panel and post	EA	\$75.-	\$975.-
131	26	Furnish and install Single Post Sign (up to 30" x 30")	EA	\$345.-	\$8,970.-
132	1	Allowance for City of Aventura Police Officer Presence During Construction	AL	\$10,000	\$10,000.-
133	9	Remove and dispose of existing concrete sidewalk	SY	\$13.50	\$121.50
134	9	4" Thick concrete sidewalk	SY	\$153.-	\$1,377.-

Biscayne Lake Gardens Milling and Resurfacing
City of Aventura Bid No. 15-06-19-2
CTA Project No. 01-0103.188
Addendum No.1

SUB-TOTAL	\$113,677.-
-----------	-------------

TOTAL COST*	\$113,677.-
-------------	-------------

*** 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.**

Pay Item Notes	
	Contractor shall furnish and install all items, and provide work for all items described in Schedule of Values.
102	Includes and is limited to all erosion control measures within the roadway limits (i.e., from curb to curb).
110	Includes securing the necessary permit approvals from the Miami-Dade County Traffic Signals Division; includes any permit fees associated with securing permit approvals; includes restoration of all components necessary to provide full operational system. Loops, lead-in cable, etc.
132	<p>The Contractor understands and agrees to the following: As per a contract between the City of Aventura and the PBA, police officers get a three (3) hour minimum for off duty work regardless if the detail is less than the three hours. The Contractor, or their representative, is authorized by the City of Aventura to approve off duty slips submitted by officers that reflect the actual time worked by the officer(s) assigned to a detail for the date indicated on the slip. The Contractor, or their representative, is not authorized by the City of Aventura to approve any off duty time that an officer is not actually on site and working a specific detail as covered by this contract, except for the three (3) hour minimum. The Contractor, or their representative, agrees and understands that any request for payment regarding any portion of this contract is for amounts of actual expenses incurred by the Contractor in conjunction with the Work or services performed or rendered.</p> <p>Any amount less than the allotted amount will be retained by the City of Aventura; any amount that is over the allotted amount must be pre-approved by the City of Aventura prior to being expended. The Contractor will be reimbursed for any amount over the allotted amount as approved by the City.</p>

The Contractor is responsible to properly coordinate all elements of the Work within each phase of construction and to ensure that the work is completed in accordance with the contract documents. The Contractor shall properly secure each work zone to restrict public access as necessary, including, but not limited to utilizing barricades, temporary fencing, signage, etc. Any changes to the proposed construction phasing plan shall be submitted and approved by the City of Aventura and Consultant prior to starting the Work. The Contractor shall submit an MOT Plan for approval by the City of Aventura and Consultant prior to starting the Work. The Contractor shall ensure proper and adequate access to all properties/driveways is maintained throughout the entire duration of construction.

Biscayne Lake Gardens Milling and Resurfacing
City of Aventura Bid No. 15-06-19-2
CTA Project No. 01-0103.188
Addendum No.1

RESOLUTION NO. 2015-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S CONCEPT 1 DESIGN FOR THE NE 203 STREET AND BISCAYNE BOULEVARD INTERSECTION IMPROVEMENTS AS SHOWN IN EXHIBIT 1 ATTACHED HERETO; REQUESTING THE STATE OF FLORIDA TO EXPEDITE THE FUNDING DESIGN, AND CONSTRUCTION OF THIS IMPORTANT TRAFFIC FLOW SAFETY IMPROVEMENT PROJECT; PROVIDING DIRECTION TO THE CITY CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has presented concept plans to address traffic congestion at the Northeast 203 Street and Biscayne Boulevard Intersection (the "Intersection"); and

WHEREAS, plans (the "Plan") for the Concept 1 Design Improvements are shown in Exhibit 1 attached hereto; and

WHEREAS, the Intersection is a main artery providing commuters access to, from, and through the City of Aventura, as well as I-95 and other neighboring communities; and

WHEREAS, the City Commission expresses its desire to support the Plan, in an effort to alleviate the increasing traffic affecting the City of Aventura and its adjacent municipalities.

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. The City Commission supports the Florida Department of Transportation Concept 1 Design for the NE 203

Street/Biscayne Boulevard Intersection Improvements and hereby requests the State of Florida to expedite funding, design, and construction of said plans.

Section 3. Direction to the City Clerk. The City Clerk is hereby directed to transmit a copy of this Resolution to the Florida Department of Transportation, the Governor of the State of Florida, 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, 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 Teri Holzberg	_____
Commissioner Denise Landman	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Vice Mayor Enbar Cohen	_____
Mayor Enid Weisman	_____

PASSED AND ADOPTED THIS 7th day of July, 2015.

ENID WEISMAN, MAYOR

ATTEST:

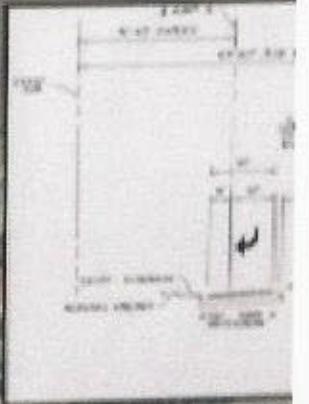
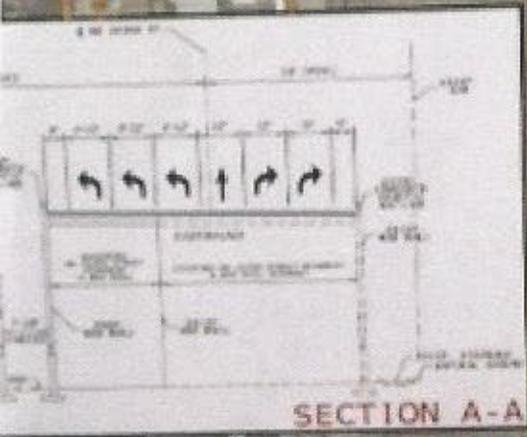
ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT I

SECTION D-D



CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director

DATE: June 16, 2015

SUBJECT: Request of Medisca Network Inc. for (1) Conditional Use Approval pursuant to Section 31-144(f)(2)a. to allow a business-related school in the Medical Office (MO) District and (2) Variance from Section 31-171(b)(8) to allow twenty-eight (28) parking spaces where forty-two (42) parking spaces are required by Code for the proposed business-related school use in the Optima office building at 21550 Biscayne Boulevard, City of Aventura (04-CU-15 and 04-VAR-15)

July 7, 2015 City Commission Meeting Agenda Item 6

RECOMMENDATION

It is recommended that the City Commission approve the request for conditional use to permit a business-related school in the Medical Office (MO) District and approve the request for variance to allow twenty-eight (28) parking spaces where forty-two (42) parking spaces are required by Code for the business-related school use, in the Optima office building at 21550 Biscayne Boulevard, with the following conditions:

- (i) The conditional use and variance approvals shall be granted exclusively for the Medisca Network Inc. business-related school use and shall not be transferrable to any other use, and
- (ii) Building permits for the business-related school tenant space shall be obtained within 12 months of the date of this Resolution, failing which this approval shall be deemed null and void. The City Commission may, by resolution or motion at a regular meeting, grant one extension of up to six months for good cause shown by the applicant and upon written request for such extension by the applicant within the initial 12 month approval period, and

- (iii) Permit plans for the tenant space shall substantially comply with the plan submitted with this application; and
- (iv) The business-related school shall be operated in accordance with the business model submitted by the applicant with this application, including scheduling of medical training courses predominately on Friday, Saturday and Sunday, and
- (v) Any discontinuation of the approved conditional use for a period of 180 consecutive days shall constitute abandonment and shall rescind the approval of the conditional use, and the variance approval shall likewise terminate upon abandonment of the approved conditional use.

THE REQUESTS

The applicant, Medisca Network Inc., is requesting the following approvals:

1. Conditional Use approval pursuant to Section 31-144(f)(2)a. to permit a business-related school in the Medical Office (MO) District, and
2. Variance from Section 31-171 (b)(8) of the City Code to allow twenty-eight (28) parking spaces where forty-two (42) parking spaces are required by Code for the proposed business-related school use

in its tenant space in the Optima office building at 21550 Biscayne Boulevard, City of Aventura (See Exhibit #1 for Letter of Intent, Medisca Network Inc. Business Model and Tenant Space Plan)

BACKGROUND

OWNER OF PROPERTY	Optima International LLC
APPLICANT	Medisca Network Inc.
ADDRESS OF PROPERTY	21550 Biscayne Boulevard (See Exhibit #2 for Location Plan)
LEGAL DESCRIPTION	See Exhibit #3 for Legal Description
SIZE OF PROPERTY	Approximately 1.5869 acres (0.98 acres in B2 zoning district 0.61 acres in MO zoning district)

Zoning –

Subject property:	MO, Medical Office District and B2, Community Business District
Property to the North:	Business Limited (BL) District City of Hallandale Beach
Property to the South:	MO, Medical Office District and

Property to the East:	B2, Community Business District
Property to the West:	B2, Community Business District MO, Medical Office District

Existing Use –

Subject property:	Office Buildings connected by parking structure
Property to the North:	Day Care Center (City of Hallandale Beach)
Property to the South:	Vacant Land
Property to the East:	Vacant Land
Property to the West:	Vacant Land

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

Subject property:	Business and Office
Property to the North:	Business and Office (City of Hallandale Beach)
Property to the South:	Business and Office
Property to the East:	Business and Office
Property to the West:	Business and Office

The Site - The subject site is a 1.5869 acre parcel with 0.98 acres in the Community Business District and the remaining 0.61 acres in the Medical Office District.

There are two office buildings on site, connected by a parking structure. The easterly nine story office building, addressed as 21500 Biscayne Boulevard, is located in the Community Business District and the westerly four story office building, addressed as 21550 Biscayne Boulevard, is located in the Medical Office District. The tenant space for the proposed Medisca Network Inc. business-related school is located on the third floor of the four story westerly building.

The Project – The applicant proposes to establish a health care medical facility in an 8,000 square foot tenant space in the westerly office building on site. The applicant advises that the facility will provide research and development in the area of pharmacy compounding which utilizes offices, laboratory stations and clean rooms. The office and laboratory uses are permitted uses in the Medical Office District. The facility also develops educational content for the Accreditation Counsel for the Pharmacy Education and provides medical training to pharmacists and pharmacy technicians in a forty-eight hour course with theoretical knowledge and hands-on medical skills in classrooms or in laboratory facilities, for continuing education credits. The maximum course participants will not exceed forty (40) in any one training course. This business-related school is a conditional use in the Medical Office District.

The applicant's space plan attached as part of Exhibit #1 to this report shows two offices, a cleanroom, a conference room, lounge, staff room, stock room, a lab

classroom with 40 stations and a training room with 40 seats. The applicant's business model attached as part of Exhibit #1 indicates that normal course of operations in the space in a calendar year will be 30% of business hours for office space, 30% for laboratory research and development, 20% for lecture room and 20% for laboratory training, with two to three fixed employees.

The two office buildings were originally approved through Administrative Site Plan Approval on August 17, 2010. A total of 427 parking spaces were provided, where 426 spaces were required by City Code based on office use, that is, one parking space for each 300 square feet of gross floor area. For this 8,000 square foot tenant space, 27 parking spaces were provided for office uses at the 1:300 office use parking ratio. For a school use, the City Code requires one parking space per classroom, plus one space per adult student for a total of 42 parking spaces, or 15 spaces more than the office use. Deducting the one additional parking space originally provided on construction of the building (427 spaces provided where 426 spaces were required), this leaves a deficiency of 14 parking spaces for the proposed business-related school use.

The applicant advises that the forty-eight hour training course is predominately scheduled for Friday, Saturday and Sunday. On two of those days, Saturday and Sunday, most of the general offices in the building are closed. Further, it advises that statistically ninety percent of the course participants are from out of town, are housed in area hotels and are shuttled to the facility. There are five training staff members.

ANALYSIS

Consistency with Comprehensive Master Plan - The request is consistent with the City of Aventura Comprehensive Plan. The property is located in the Business and Office future land use category.

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

Community Development Department Analysis –

Request #1: Conditional Use approval pursuant to Section 31-144(f)(2)a. to permit a business-related school in the Medical Office (MO) District.

The guidelines for approval of conditional uses found in Section 31-73(c) of the City's Land Development Regulations are:

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

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

The use is consistent with the City of Aventura Comprehensive Plan, which designates the future land use category for this site as Business and Office. Policy 2.3 of the Future Land Use Element allows schools with a Business and Office land use designation through the conditional use procedures of the City's Land Development Regulations.

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

The establishment, maintenance or operation of the proposed business-related school will not be detrimental to or endanger the public health, safety or general welfare. The school will be operated as part of the applicant's medical facility in a tenant space in an existing office building.

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

The proposed use is consistent with the community character of the immediate neighborhood. There are existing medical office buildings in the immediate area, along with some non-conforming residential dwellings.

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

The establishment of the business-related school in an existing office building will not result in a change to the current level 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.

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

Adequate measures exist to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets. Access to the building is existing by way of Biscayne Boulevard and NE 214 Terrace. There is no change proposed to points of ingress and egress.

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

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

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

The design of the proposed use does minimize adverse effects, including visual impacts of the proposed use on adjacent property. The business-related school use will be enclosed in a tenant space in an existing office building.

Request #2: Variance from Section 31-171 (b)(8) of the City Code to allow twenty-eight (28) parking spaces where forty-two (42) parking spaces are required by Code for the proposed business-related school use.

The guidelines for approval of variances found in Section 31-76(e) of the City's Land Development Regulations are:

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

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

The site is developed with two office buildings and a parking structure. There is no area on site in which to add 14 more parking spaces.

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

The conditions upon the request for a variance are unique to the parcel and would not be generally applicable to other property within the vicinity.

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

The alleged difficulty or hardship is not economic and has not been deliberately created. The owner of the building wishes to lease one of its tenant spaces for permitted uses (pharmacy research and development in offices and laboratory) and associated continuing education training for pharmacists and pharmacy technicians.

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

The applicant advises that the granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity. The

applicant advises that the training courses will be predominately scheduled on Friday, Saturday and Sunday and that ninety percent of course participants will be attending from out of town and will be shuttled to and from the facility and will therefore not place a demand on parking spaces.

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

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



ROSENTHAL • ROSENTHAL
RASCO • KAPLAN, LLC

June 1, 2015

Mrs. Joanne Carr
Community Development Director
City of Aventura
19200 West Country Club Drive
Aventura, FL 33180

JUN - 9 2015

Re: Public Hearing Applications for Conditional Use Approval and for Variance
Medisca Network, Inc. – Applicant
Optima International LLC – Owner
21550 Biscayne Boulevard, Aventura, FL 33180

Dear Mrs. Carr:

The Applicant is entering into a Lease with the Owner for the 8,000 square foot Third Floor of the Medical Office Building located in a Medical Office District (MO) at the captioned address, which zoning district allows schools with City Council approval. The Applicant has chosen the City of Aventura, and the Owner's Platinum LEED Certified Building (one of only a few in the State of Florida) to open its latest facility, having existing facilities in New York, Los Angeles, British Columbia, Montreal and Sydney, Australia.

The Applicant is a Health Care Medical facility providing research and development in the area of pharmacy compounding, which utilizes offices, laboratory stations, clean rooms, etc. in connection therewith. The Applicant likewise develops the educational content for ACPE (Accreditation Counsel for Pharmacy Education) guidelines utilized in the training of pharmaceutical and pharmacy technicians to obtain CPE (Continuing Pharmacy Education) credits. In addition Applicant provides training to pharmacists and pharmacy technicians in a forty eight hour course, which imparts theoretical knowledge and hands-on medical skills required in both non-sterile and sterile compounding, with clean room suites. Participants learning in classrooms or in laboratory facilities will not exceed a maximum number of forty in any one training course.

Upon completion of the course the applicant, through use of an ACPE, its provider in this instance being the University of Florida, College of Pharmacy (UFCOP), Continuing Education Department, certifies that the participants attending the educational component have been provided the educational content submitted for compliance to ACPE guidelines registered and subsequently issued the required CPE credits by UFCOP. The learning assessments are graded by UFCOP; the CPE credits are issued by UFCOP; and the Certificate of Completion for designated CPE is issued by UFCOP. (Note: The Certificate of Completion includes the Applicant's name and logo as a means to illustrate that they are the copyright holders for the educational content.) See UFCOP Certificate attached.

Exhibit 1
04-CU-15 & 04-VAR-15

The Owner developed a parking garage connecting both the 21500 and 21550 Biscayne Boulevard buildings providing 427 parking spaces where 426 were required by the City of Aventura Code. Twenty Seven spaces were calculated for the 8,000 square feet to be leased by the Applicant. The Applicant, based upon the Conditional Use Approval requested, requires one space per classroom, plus one space per adult student, or a total of forty two spaces. The Owner has provided twenty seven spaces for the 8,000 square feet to be leased by Applicant, together with the one extra space provided, resulting in a Variance required of fourteen (14) spaces (42 required less the 28 provided making the Variance request approximately three and one half per cent of the total spaces provided.

Based on the Applicant' experience in its like facilities the forty eight hour course offered is predominantly scheduled for Friday, Saturday and Sunday, two of which days are ones when the greatest percentage of offices at Aventura Optima are closed. Further, Applicant's statistics reflect that ninety per cent of the participants are from out of town and are housed in hotels in close proximity. These out of town participants are shuttled back and forth by the Applicant from their hotels to the facility, thereby requiring parking only for the ten per cent of local participants who attend, together with Applicant's regular staff. The foregoing results in the use of four spaces for the four local participants, together with Applicant's staff, numbering approximately five, or a total of nine parking spaces when twenty eight are actually provided. Applicant's current business plan is attached reflecting its contemplated use of the proposed Aventura facility and reflecting the foregoing.

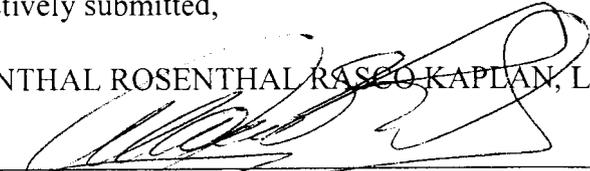
The Conditional Use requested for a medical teaching facility is one that is totally consistent with the "MO" District and the unique training facility provided by Applicant will bring to the Aventura area medical participants who, during non-training hours, will visit other businesses and obviously will increase revenues for the restaurants and other retailers whose stores they will frequent.

Predicated upon the foregoing the Applicant, together with the Owner, respectfully request that the City Council grant the Conditional Use and the Variance requested in order to allow the Applicant to join the City of Aventura's list of good corporate citizens providing a unique service, not otherwise available in this area.

Respectively submitted,

ROSENTHAL ROSENTHAL RASCO KAPLAN, LLC

BY



Alan S. Rosenthal

ASR:cw



MEDISCA®
N E T W O R K

Toll Free : 1.866.333.7811 | Fax : 1.514.905.5097

Email : networksales@medisca.com

Website : www.medisca.net

RE : Communication on use of Aventura Optima Plaza – West Wing Facility - 3rd floor

Building Address: 21500-21550 Biscayne Boulevard
Aventura, Florida

To whom it may concern:

Purpose of this letter is to inform the reader on Medisca Network's current business model, as well as the future day to day operational use of the Aventura Optima facility.

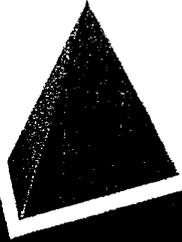
Medisca Network Expertise / Responsibility

- Development of educational content for the Pharmacy and Health Care community, as a whole.
- Copyright holders of developed educational content.
- Marketing and Sales of Educational Content and Technical Services.
- Technical Services in support of Compounding Pharmacy Practices.
- R&D related activities pertaining to client specific trouble shooting, as well as new product development.

Purpose of Educational Content

- Provide Pharmacists and Pharmacy Technicians with the knowledge and skills to stay current and succeed in the field of Pharmacy Compounding
- Provide an avenue for obtaining Continuing Pharmacy Education (CPE) credits that will serve in the maintenance of their professional licensure.
- **IMPORTANT:** Our Continuing Pharmacy Education does not have any function in obtaining or contributing to the attainment of a pharmacist license but, rather, only aids in the maintenance of such licensure, on a year to year basis, post attainment of license.

Relevant. Empowering. Comprehensive.



MEDISCA®
N E T W O R K

Toll Free : 1.866.333.7811 | Fax : 1.514.905.5097

Email : networksales@medisca.com

Website : www.medisca.net

Provider / Accreditor Responsibility

- Through the use of an ACPE (Accreditation Council for Pharmacy Education) provider, [in this instance, the University of Florida, College of Pharmacy (UFCOP), Continuing Education department], our educational content is submitted for compliance to ACPE guidelines, registered and subsequently issued the required CPE credits by UFCOP.
- CPE learning assessments graded by UFCOP.
- CPE credits issued by UFCOP.
- Certificate of Completion for designated CPE issued by UFCOP.
- **NOTE** : Certificate of Completion includes Medisca Network name/logo simply as means to illustrate that we are the copyright holders for the educational content.

Specifics regarding normal course of operations within a calendar year

- Office Space: 30% of business hours
- Lecture room: 20% of business hours
- Laboratory (training): 20% of business hours
- Laboratory (R&D): 30% of business hours
- Current number of fixed employees: 2-3
- Maximum number of participants in a given training: 40
- Maximum number of work stations within the laboratory in regards to training: 40
- Most training activities occur over a 3 day weekend (Friday-Saturday-Sunday)
- Approximately 90% of participants to a given training are shuttled to and from facility thereby not requiring any parking spaces, other than for staff and the remaining 10% of participants (approximate parking spaces required: 10-12)

Relevant. Empowering. Comprehensive.



MEDISCA®
N E T W O R K

Toll Free : 1.866.333.7811 | Fax : 1.514.905.5097

Email : networksales@medisca.com

Website : www.medisca.net

Closing remarks

The above serves as a representation of our business model that we wish to expand and bring to Aventura Florida, an area that we feel is optimal in allowing us to service the Pharmacy Compounding and Health Care community, as a whole.

If additional questions or clarifications are required, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Maurizio De Stefano, B.Sc.
General Manager - Medisca Network

Toll-Free: 1.866.333.7811

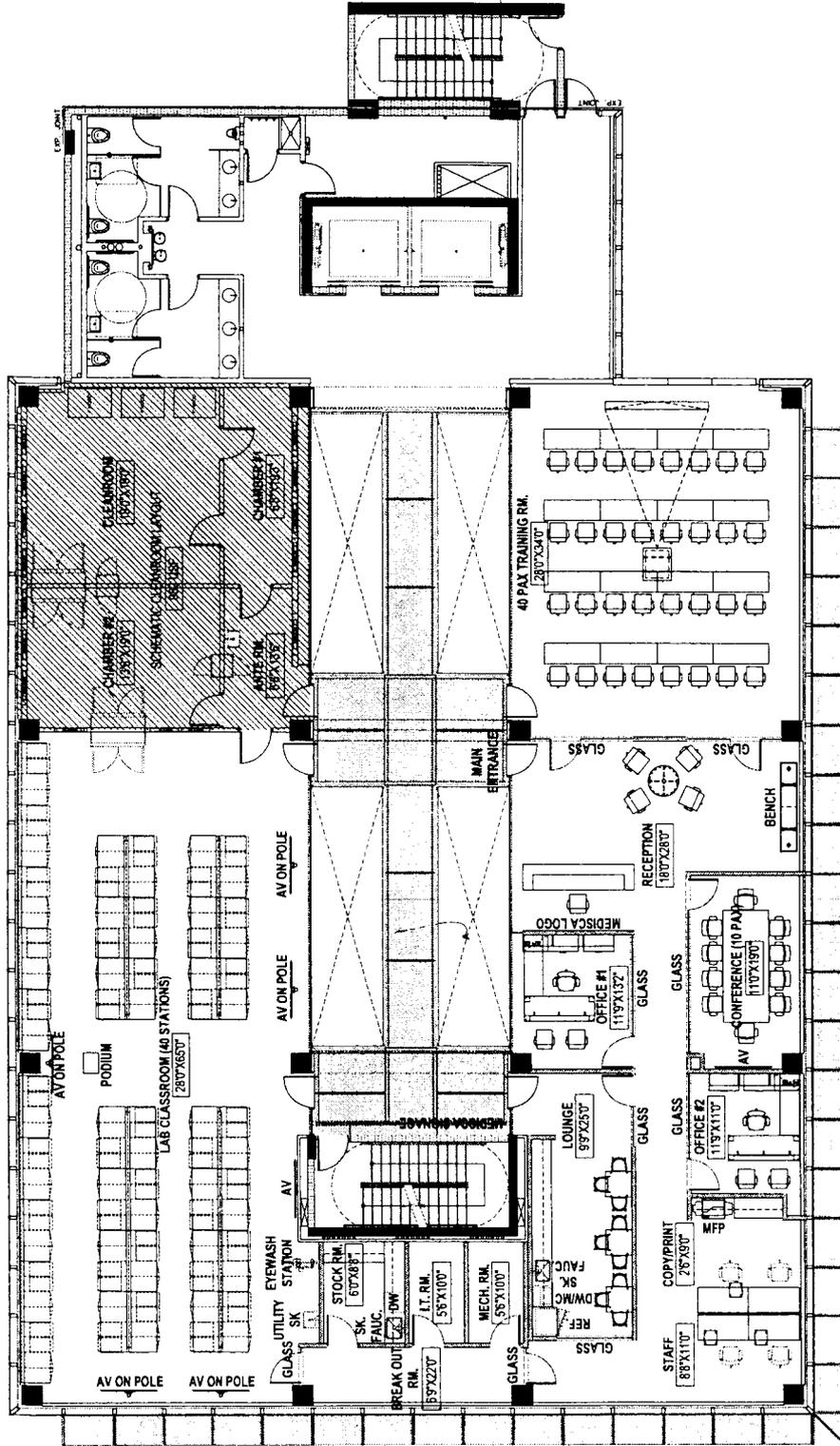
Telephone: 514.905.5096 Ext.: 1301

Fax : 514.905.5097

Email: mdestefano@medisca.net

Website: www.medisca.net

Relevant. Empowering. Comprehensive.



6,748 USF

SPACE PLAN

DATE	3/16/11
PROJECT	Medisca, Inc.
DATE	March 16, 2011
BY	CV
CHECKED BY	GB/CV

MEDISCA, INC.
 Avenida Optima Plaza - 21 500 Biscayne Blvd., 3rd Floor West Building
 Aventura, FL 33180

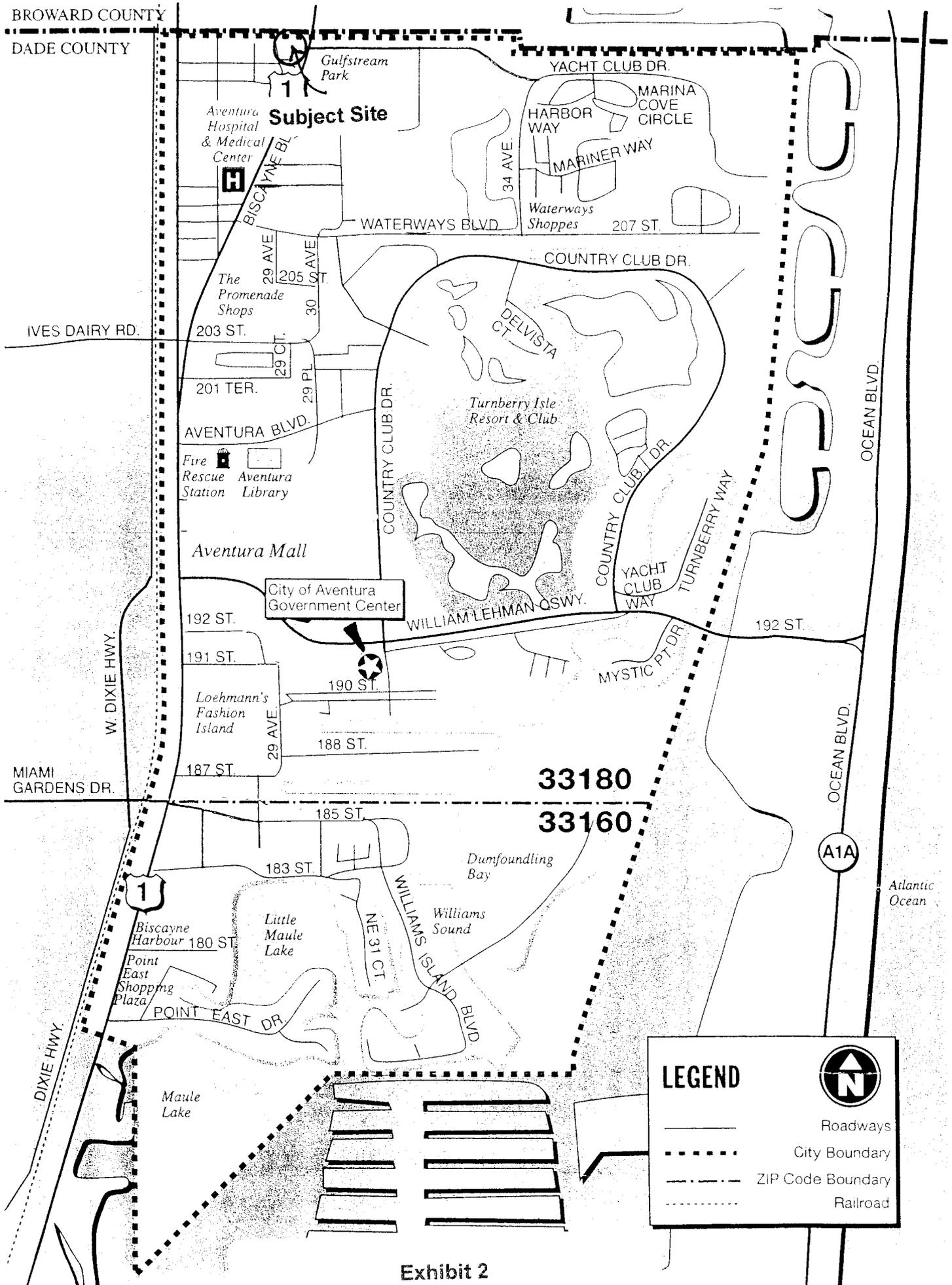
alvarez
 ARCHITECTURE, PLANNING, INTERIOR DESIGN

1428 BRICKELL AVE., SUITE 202
 MIAMI, FL 33131
 P. 305.371.8800 F. 305.371.4444
 WWW.ALVAZARCH.COM

THIS DOCUMENT IS THE PROPERTY OF ALVAZ ARCHITECTURE AND INTERIOR DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ALVAZ ARCHITECTURE AND INTERIOR DESIGN.

BROWARD COUNTY

DADE COUNTY



Subject Site

City of Aventura
Government Center

33180

33160

LEGEND



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

Exhibit 2
04-CU-15 & 04-VAR-15

LEGAL DESCRIPTION

A PORTION OF LOT 1 IN BLOCK 3 AND THE RIGHT-OF-WAY ADJACENT THERETO, IN SECTION 34, TOWNSHIP 51 SOUTH, RANGE 42 EAST, "MAP OF THE TOWN OF HALLANDALE, MIAMI-DADE COUNTY, FLORIDA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", PAGE 13, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF FEDERAL HIGHWAY (U.S. NO. 1) WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34, AS SHOWN ON THE "RIGHT-OF-WAY PLANS FOR ROAD NO. 4", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGE 54, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND RUN WEST ALONG THE AFORESAID NORTH LINE OF THE NORTHWEST 1/4 FOR 320.8'; THENCE SOUTH 1°19'20" EAST ALONG A LINE PARALLEL WITH AND 222' EAST OF THE WEST LINE OF THE AFORESAID LOT 1, BLOCK 3, FOR 100.03'; THENCE EAST ALONG A LINE PARALLEL WITH AND 100' SOUTH OF THE SAID NORTH LINE OF THE NORTHWEST 1/4 FOR 294.61' TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FEDERAL HIGHWAY; SAID POINT BEARS SOUTH 75°47'33" EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT BEING COINCIDENT WITH THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF U.S. NO. 1, HAVING A RADIUS OF 3784.83' AND A CENTRAL ANGLE OF 01°33'24", FOR AN ARC DISTANCE OF 102.83' TO THE POINT OF BEGINNING, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

AND

LOTS 9 AND 10, BLOCK 24, OF "HALLANDALE PARK", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 37, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

A PORTION OF A RESERVED STRIP OF LAND AS SHOWN ON THE PLAT OF "HALLANDALE PARK", AS RECORDED IN PLAT BOOK 12, AT PAGE 37, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 10, BLOCK 24, OF SAID PLAT OF "HALLANDALE PARK"; THENCE NORTH 89°54'01" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 51 SOUTH, RANGE 42 EAST FOR 52.38 FEET; THENCE SOUTH 01°19'15" EAST ALONG THE EAST LINE OF THE WEST 222 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 34 FOR 100.02 FEET; THENCE SOUTH 89°54'01" WEST ALONG A LINE PARALLEL WITH AND 100 FEET SOUTH OF THE SAID NORTH LINE OF THE NORTHWEST 1/4 FOR 54.50 FEET TO A POINT ON THE EAST LINE OF

SAID LOT 10; THENCE NORTH 00°06'28" WEST ALONG THE EAST LINE OF SAID LOT 10 FOR 100 FEET TO THE POINT OF BEGINNING.

AND

LOTS 6, 7 AND 8, BLOCK 24, OF HALLANDALE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 37, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

LOTS 6, 7, 8, 9 AND 10, BLOCK 23, OF "HALLANDALE PARK", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 37, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



APPLICANT REPRESENTATIVE AFFIDAVIT

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

Name Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
Alan S. Rosenthal Attorney

(Attach Additional Sheets If Necessary)

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

WITNESS MY HAND THIS DAY OF June 2015

AUTHORIZED REPRESENTATIVE OF APPLICANT: Medisca Network, Inc
By: (Signature) Maria Zaccardo, Pres
Name: (Print) President
Title: President
Address: 661 Route 3, Unit C Plattsburgh, NY 12901

OWNER: Optim International, LLC
By: (Signature) Ariel Bromberg,
Name: Managing Member
Title: Managing Member
Address: 21500 Biscayne Boulevard Aventura, FL 33180

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared Maria Zaccardo 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 day of June 2015
AFFIANT Maria Zaccardo, Pres.

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



APPLICANT REPRESENTATIVE AFFIDAVIT

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

Table with 2 columns: Name, Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)

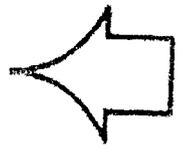
(Attach Additional Sheets if Necessary)

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 9th DAY OF June 2015

AUTHORIZED REPRESENTATIVE OF APPLICANT: Medisca Network, Inc. By: [Signature] Maria Zaccardo, Pres. Name: [Print] President Address: 661 Route 3, Unit 101 Plattsburgh, NY 12901

OWNER: Optima International, LLC By: [Signature] Ariel Bromberg, Name: Managing Member Title: Managing Member Address: 21500 Biscayne Boulevard Aventura, FL 33180



STATE OF FLORIDA) COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared Maria Zaccardo 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 9th day of June 2015

AFFIANT Maria Zaccardo, Pres.

[Signature] Notary Public Printed Name of Notary Lawrence Patrick Harney My commission expires:





BUSINESS RELATIONSHIP AFFIDAVIT*

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

- 1. Affiant does not have a Business Relationship with any member of the City Commission or any City Advisory Board to which the application will be presented.
- 2. Affiant hereby discloses that it does have a Business Relationship with a member of the City Commission or a City Advisory Board to which the application will be presented, as follows:

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS _____ DAY OF June, 20015

APPLICANT:

Medisca Network, Inc.

By: _____ (Signature)
 Name: Maria Zaccardo (Print)
 Title: President (Print)

WITNESS MY HAND THIS _____ DAY OF June, 20015

PROPERTY OWNER

Optima International LLC

By: _____ (Signature)
 Name: Ariel Bromberg (Print)
 Title: Managing Member (Print)

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



BUSINESS RELATIONSHIP AFFIDAVIT*

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

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

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

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

The nature of the Business Relationship is as follows:

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

WITNESS MY HAND THIS 09th DAY OF June 2015

APPLICANT:
 Medisco Network, Inc.
 By: [Signature] (Signature)
 Name: Maria Zaccardo (Print)
 Title: President (Print)

WITNESS MY HAND THIS _____ DAY OF June 2015

PROPERTY OWNER:
 Optima International, LLC
 By: [Signature] (Signature)
 Name: Ariel Bromberg (Print)
 Title: Managing Member (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 2nd DAY OF June, 2015

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: Alan S. Rosenthal (Print)

Name: _____ (Print)

Title: Attorney (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

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

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

WITNESS MY HAND THIS 09 DAY OF June, 2015

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: _____ (Signature)

By: _____ (Signature)

Name: Alan S. Rosenthal (Print)

Name: _____ (Print)

Title: Attorney (Print)

Title: _____ (Print)

WITNESS MY HAND THIS 09th DAY OF June, 2015

By: [Signature] (Signature)

By: _____ (Signature)

Name: Maria Zecardo (Print)

Name: _____ (Print)

Title: PRESIDENT (Print)

Title: _____ (Print)

By: [Signature] (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

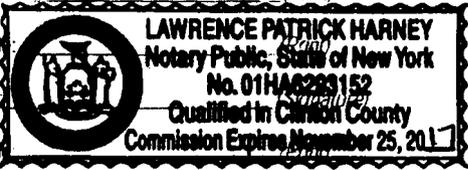
Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

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

2) Applicants and Affiants are advised to timely supplement this Affidavit pursuant to Sec. 31-71(b)(2)(i) 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 Maria Zaccardo 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 Maria Zaccardo, President Medisca Network, I

SWORN TO AND SUBSCRIBED before me this day of June, 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 Alan S. Rosenthal 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 Alan S. Rosenthal, Attorney

SWORN TO AND SUBSCRIBED before me this 3 day of June, 2015

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires:



RAQUEL WELLS
MY COMMISSION # FF 163449
EXPIRES: January 25, 2019
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 , 20

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this day of , 20

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires:

NOTARIZATION PERMISSION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Maria Zaccardo 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 09th day of June, 2015

Maria Zaccardo
AFFIANT Maria Zaccardo, President Medisca Network, Inc

Notary Public
Lawrence Patrick Harney
Printed Name of Notary
My commission expires:



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Alan S. Rosenthal 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 2 day of June, 2015

Alan S. Rosenthal
AFFIANT Alan S. Rosenthal, Attorney

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



RAQUEL WELLS
MY COMMISSION # FF 163449
EXPIRES: January 25, 2019
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.

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:

RESOLUTION NO. 2015-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL PURSUANT TO SECTION 31-144(f)(2)a. OF THE CITY CODE TO PERMIT A BUSINESS-RELATED SCHOOL IN THE MO (MEDICAL OFFICE) DISTRICT; GRANTING APPROVAL OF VARIANCE FROM SECTION 31-171(b)(8) OF THE CITY CODE TO PERMIT 28 PARKING SPACES FOR THE SCHOOL USE WHERE 42 PARKING SPACES ARE REQUIRED BY CODE; FOR THE MEDISCA NETWORK INC. TENANT SPACE IN THE OFFICE BUILDING AT 21550 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property described herein is zoned MO, Medical Office District; and

WHEREAS, the applicant, Medisca Network Inc., through Applications Nos. 04-CU-15 and 04-VAR-15, is requesting conditional use approval pursuant to Section 31-144(f)(2)a. of the City of Aventura Code of Ordinances ("Code") for a business-related school in the MO, Medical Office District; and variance from Section 31-171(b)(8) of the Code to allow 28 parking spaces for the business-related school where 42 parking spaces are required by Code for this use; 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 Applications meet the criteria of the Code, to the extent the Applications are granted herein.

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

Section 1. Application for conditional use approval pursuant to Section 31-144(f)(2)a. of the Code to permit a business-related school in the MO, Medical Office District and Application for variance from Section 31-171(b)(8) to permit 28 parking spaces for the business-related school use where 42 parking spaces are required by Code, on property legally described in Exhibit "A" to this resolution are hereby granted, subject to the following conditions:

1. The conditional use and variance approvals shall be granted exclusively for the Medisca Network Inc. business-related school use and shall not be transferrable to any other use; and
2. Building permits for the business-related school tenant space shall be obtained within 12 months of the date of this Resolution, failing which, this approval shall

be deemed null and void. The City Commission may, by resolution or motion at a regular meeting, grant one extension of up to six months for good cause shown by the applicant and upon written request for such extension by the applicant within the initial 12 month approval period; and

- 3. Permit plans for the tenant space shall substantially comply with the plan submitted with this application; and
- 4. The business-related school shall be operated in accordance with the business model submitted by the applicant with this application, including scheduling of medical training courses predominately on Friday, Saturday and Sunday; and
- 5. Any discontinuation of the approved conditional use for a period of 180 consecutive days shall constitute abandonment and shall rescind the approval of the conditional use, and the variance approval shall likewise terminate upon abandonment of the approved conditional use.

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

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

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

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

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

PASSED AND ADOPTED on this 7th day of July, 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

A portion of Lot 1 in Block 3 and the right of way adjacent thereto, in Section 34, Township 51 South, Range 42 East, "Map of the Town of Hallandale, Miami-Dade County, Florida", according to the Plat thereof as recorded in Plat Book "B", Page 13, Public Records of Miami-Dade County, more particularly described as:

Begin at the intersection of the westerly right of way line of Federal Highway (US No. 1) with the north line of the Northwest $\frac{1}{4}$ of said Section 34, as shown on the "Right of Way Plans for Road No. 4", according to the Plat thereof as recorded in Plat Book 34, Page 54, of the Public Records of Miami-Dade County, Florida and run west along the aforesaid north line of the northwest $\frac{1}{4}$ for 320.8'; Thence South 1 degree 19 minutes 20 seconds East along a line parallel with and 222' East of the west line of the aforesaid Lot 1, Block 3 for 100.03'; Thence East along a line parallel with and 100' South of the said north line of the Northwest $\frac{1}{4}$ for 294.61' to a point on the westerly right of way of Federal Highway; said point bears South 75 degrees 47 minutes 33 seconds East from the radius point of the next described curve; Thence northeasterly along a circular curve to the left being coincident with the aforesaid westerly right of way line of US No. 1, having a radius of 3784.83' and a central angle of 01 degrees 33 minutes 24 seconds for an arc distance of 102.83' to the point of beginning, lying and being in Miami-Dade County, Florida.

And

Lots 9 and 10, Block 24 of "Hallandale Park", according to the Plat thereof as recorded in Plat Book 12, Page 37, Public Records of Miami-Dade County, Florida.

And

A portion of a reserved strip of land as shown on the Plat of "Hallandale Park", as recorded in Plat Book 12 at Page 37 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the northeast corner of Lot 10, Block 24 of said Plat of "Hallandale Park"; Thence North 89 degrees 54 minutes 01 seconds East along the north line of the Northwest $\frac{1}{4}$ of Section 34, Township 51 South, Range 42 East, for 52.38 feet; Thence South 01 degrees 19 minutes 15 seconds East along the East line of the west 222 feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 34 for 100.02 feet; Thence South 89 degrees 54 minutes 01 seconds West along a line parallel with and 100 feet south of the said north line of the Northwest $\frac{1}{4}$ for 54.50 feet to a point on the east line of said Lot 10; Thence North 00 degrees 06 minutes 28 seconds West along the east line of said Lot 10 for 100 feet to the point of beginning.

And

Lots 6, 7 and 8, Block 24, of Hallandale Park, according to the Plat thereof as recorded in Plat Book 12, Page 37, of the Public Records of Miami-Dade County, Florida.

And

Lots 6, 7, 8, 9 and 10 of Block 23, "Hallandale Park", according to the Plat thereof as recorded in Plat Book 12, Page 37, of the Public Records of Miami-Dade County, Florida.

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP
Community Development Director

DATE: June 15, 2015

SUBJECT: Application to Amend Section 31-144(c)(5)a. of the Land Development Regulations to add a provision for increased lot coverage for specific uses (01-LDR-15)

July 7, 2015 Local Planning Agency Agenda Item 4
July 7, 2015 City Commission Meeting Agenda Item 7
September 1, 2015 City Commission Meeting Agenda Item

RECOMMENDATION

It is recommended that the City Commission approve the request for an amendment to Section 31-144, "Business Zoning Districts" of the Land Development Regulations to add to that section, a provision for a maximum lot coverage of 55% of the total lot area for parcels in the Community Business (B2) district that are adjacent to property zoned Recreation Open Space (ROS) district that are joined to the ROS parcel by way of unity of title or covenant in lieu of unity of title, provided that the ROS land area is no less than 200 acres in size and provided that any clubhouse and/or conference center buildings on the B2 zoning parcel do not exceed two (2) stories in height.

THE REQUEST

The owner of the Turnberry Isle Resort is proposing an expansion to the resort's country club facilities, consisting of a two-story, 50 foot tall addition to the conference center with approximately 45,000 square foot of ballroom and meeting rooms, one additional level of parking on the existing parking structure, demolition of the Orchid hotel building and reconstruction of the hotel structure and improvements to the drop-off area at the existing porte-cochere at the main entrance to the resort. The owner has submitted an application for administrative site plan approval and that application is currently under review.

In order to build the resort expansion as proposed and to accommodate a future expansion, the owner is requesting an amendment to the site development criteria of the B2 zoning district to increase maximum lot coverage from 40% to 55% for parcels in the Community Business (B2) District that are adjacent to property zoned Recreation Open Space (ROS) District. The conditions of the amendment will be that the Community Business District (B2) parcel is joined to the ROS parcel by way of unity of title or covenant in lieu of unity of title, that the ROS land area is no less than 200 acres in size and that any clubhouse and/or conference center buildings on the B2 zoning parcel do not exceed two (2) stories in height.

BACKGROUND

The current lot coverage for all buildings on the resort site is 37%, where a maximum lot coverage of 40% is permitted for parcels in the B2 zoning district. The applicant advises that the current expansion proposal will increase lot coverage to 52.1%. A planned future expansion will increase lot coverage to 55%.

The B2 zoning district allows a maximum height of 12 stories or 120 feet. The proposed expansion of the resort could maintain the 40% lot coverage maximum by building vertically. The increased lot coverage is requested to keep the low profile of the conference center building. The proposed expansion is proposed at 2 stories or 50 feet.

Generally, lot coverage maximums are included in development codes to ensure that open space is provided and also to ensure that proper drainage is provided and maintained. Section 31-144(c) of the Code includes "all buildings on site" in lot coverage calculation. This includes the primary building and any accessory buildings, such as parking structures, but does not include surface parking areas.

The resort's clubhouse, conference center, spa, parking structure and tennis courts are located within the Community Business (B2) zoning district. The B2 site area is approximately 16.66 acres. The resort's golf course and nursery/maintenance area is located within the Recreation Open Space (ROS) zoning district. The ROS site area is approximately 241 acres. The applicant proposes that the entire area be joined by a unity of title or covenant in lieu of unity of title to combine the two zoning parcels. Once joined, the 241 acre golf course would serve as the open space to offset the requested increase in lot coverage.

The consulting engineer for the Turnberry Isle Resort has confirmed that an increase of 15% (40% current maximum to 55% proposed) in permitted lot coverage will not affect the ability to provide and maintain proper drainage. The drainage structures and retention ponds are currently functioning as intended. Any development application for expansion will be required to include drainage plans to upgrade and improve, as necessary, any components of the drainage system. Those drainage plans will be reviewed by the City's Consultants as part of the site plan review process.

DESCRIPTION OF THE PROPOSED AMENDMENT

The proposed amendment to the Community Business (B2) District follows in underlined text:

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

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

...

(5) *Site development standards.*

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

1. For all buildings: Any structure parking serving the primary use on the site shall be incorporated into the building envelope and shall be compatibly designed. Such parking structure shall comply with all minimum setback and buffer yard requirements.

2. The floor area ratio shall be 0.40 at one story and shall be increased by 0.11 for each additional story. Structure parking shall not count as part of the floor area, but shall be counted in computing building height. The total lot coverage permitted for all buildings on the site shall not exceed 40 percent of the total lot area, except as provided in Subsection 4. or 5. below. The floor area ratio shall not exceed 2.0 for all buildings in this district in conformance with the comprehensive plan.

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

and/or shrubbery, water areas therein, and areas therein with permanent art display areas may be used as part of the required landscaped open space provided such areas do not exceed ten percent of the required landscaped open space.

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

“5. For parcels that are adjacent (sharing a property line) to a property zoned as Recreation Open Space (ROS) District and are joined to the parcel by a unity of title or a covenant in lieu of unity of title, in form acceptable to the City Manager and City Attorney and recorded in the Public Records of Miami-Dade County, Florida, the maximum lot coverage shall not exceed 55% of the total lot area of the B2 zoning parcel, provided that the ROS land area is no less than 200 acres in size and provided that any clubhouse and/or conference center buildings on the B2 zoning parcel do not exceed two (2) stories in height.” ...

ANALYSIS

Staff provides the following analysis of the request using the standards for reviewing proposed amendments to the text of the Land Development Regulations contained in Section 31-77 of the City Code.

1. *The proposed amendment is legally required.*

The proposed amendment is legally required to implement the requested revision to the Code.

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

The proposed amendment is consistent with the goals and objectives of the Comprehensive Plan, specifically, with the Business and Office land use designation described in the Future Land Use Element of the City's Comprehensive Plan. This category provides that "...the specific range and intensity of uses applicable in a particular Business and Office property is dependent upon the particular land use, design, urban services, transportation, environmental and social conditions on and around the subject property, including consideration of applicable goals, objectives and policies of the Plan.

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

The proposed amendment is consistent with the authority and purpose of the Land Development Regulations. The purpose of the LDRs is to implement further the Comprehensive Plan of the City by establishing regulations, procedures and standards for review and approval of all development and uses of land and water in the City. Further, the LDRs are adopted in order to foster and preserve public health, safety and welfare and to aid in the harmonious, orderly and progressive development and redevelopment of the City. The proposed amendment is consistent with this purpose. The proposed amendment will aid in the harmonious, orderly and progressive redevelopment of the City.

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

The proposed amendment furthers the orderly development of the City, for the reasons provided in Paragraph 3 above.

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

The proposed amendment improves the administration or execution of the development process in that it provides for regulation and a process by which to approve development or redevelopment of a property within the Community Business District.



APPLICANT REPRESENTATIVE AFFIDAVIT

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

Name	Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
<u>Michael J. Murren</u>	<u>Attorney</u>
<u>Jeff Berrow</u>	<u>Attorney</u>
<u>Thomas Checcha</u>	<u>Civil Engineer</u>
<u>Don Fertin, Jr.</u>	<u>Surveyor</u>
<u>Donald Wolfe</u>	<u>Architect</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 18th DAY OF May 2015

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]
 Name: Michael J. Murren
 Title: Attorney
 Address: 200 S. Biscayne Blvd, # 850
Miami, FL 33131

OWNER

By: [Signature]
 Name: Jonathan Curry
 Title: General Counsel
 Address: 19950 W. Country Club Drive, 10th Flr
Aventura, FL 33180

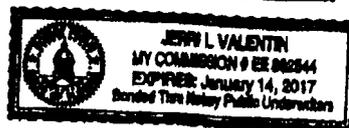
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared Jonathan Curry 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 18th day of May, 2015

AFFIANT

[Signature]
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)(f) of the City of Ventura 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 18 DAY OF May 2018

APPLICANT:

By: [Signature] (Signature)
 Name: Michael J. Morron (Print)
 Title: Attorney (Print)

WITNESS MY HAND THIS 18 DAY OF May 2018

PROPERTY OWNER:

By: [Signature] (Signature)
 Name: Jan Miller Curry (Print)
 Title: Owner, Social Center 1 (Print)

*The terms "Business Relationship," "Client," "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2.395 of the Ventura City Code.

WITNESS MY HAND THIS 18th DAY OF MAY, 2015

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: DANIEL FORTIN JR (Print)

Name: _____ (Print)

Title: VP - FORMAL LEADY SERVICES (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

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

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

WITNESS MY HAND THIS 18 DAY OF MAY 2005

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: THOMAS CHECCA (Print)

Name: _____ (Print)

Title: PROJECT ENGINEER (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

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

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

WITNESS MY HAND THIS 18 DAY OF May, 2005

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Michael J. Marra (Print)

Title: Attorney (Print)

By: [Signature] (Signature)

Name: Jeff Berlow (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

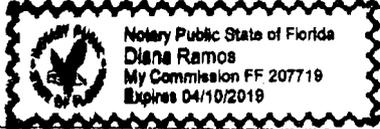
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Michael M. Serrano 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 18th day of May, 2005



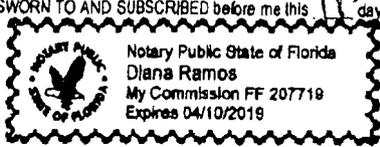
Notary Public State of Florida At Large
Diana Ramos
Printed Name of Notary
My commission expires: 4/10/19

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Jeffrey Brown 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 18th day of May, 2005



Notary Public State of Florida At Large
Diana Ramos
Printed Name of Notary
My commission expires: 4/10/19

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 Thomas Checob 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.



18 day of May, 2011
AFFIANT: [Signature]
Notary Public, State of Florida At Large
Printed Name of Notary: Susan P. Kay
My commission expires: 04-08-2018

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 _____, 2011.

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 _____, 2011.

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 _____, 2011.

AFFIANT: _____
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 Daniel Foltz III 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 18th day of MAY, 2015

SUSAN T. FLETCHER
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires: 04-26-2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

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: _____

ORDINANCE NO. 2015-_____

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA AMENDING SECTION 31-144 "BUSINESS ZONING DISTRICTS" OF THE CITY'S LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 31-144(C)(5)A., COMMUNITY BUSINESS (B2) DISTRICT, TO ALLOW INCREASED LOT COVERAGE FOR PARCELS THAT ARE ADJACENT TO A PROPERTY ZONED AS RECREATION OPEN SPACE (ROS) DISTRICT AND ARE JOINED TO THE ROS PARCEL BY A UNITY OF TITLE OR COVENANT IN LIEU OF UNITY OF TITLE, PROVIDED THAT THE ROS LAND AREA IS NO LESS THAN 200 ACRES IN SIZE AND PROVIDED THAT ANY CLUBHOUSE AND/OR CONFERENCE CENTER BUILDINGS ON THE B2 PARCEL DO NOT EXCEED TWO (2) STORIES IN HEIGHT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, TB Isle Resort, LP, through Application No. 01-LDR-15, is requesting an amendment to Section 31-144 "Business Zoning Districts" of Chapter 31 "Land Development Regulations" of the Code of Ordinances ("City Code") to include a provision for a maximum lot coverage of 55% for parcels zoned as Community Business (B2) District that are adjacent (sharing a property line) to a property zoned as Recreation Open Space (ROS) District and that are joined to the parcel by a unity of title or covenant in lieu of unity of title and provided that the ROS land area is no less than 200 acres in size and provided that any clubhouse and/or conference center buildings on the B2 zoning parcel do not exceed two (2) stories in height; and

WHEREAS, the Business and Office future land use category applicable to the proposed amendment provides that "...the specific range and intensity of uses applicable in a particular Business and Office property is dependent upon the particular land use, design, urban services, transportation, environmental and social conditions on and around the subject property, including consideration of applicable goals, objectives and policies of the Plan;" and

WHEREAS, the City Commission finds that the proposed amendment to Section 31-144 of the City Code to provide increased lot coverage is consistent with the applicable goals, objectives and policies of the City's Comprehensive Plan; and

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

WHEREAS, the Local Planning Agency has reviewed the proposed amendment during the required public hearing and has recommended approval to the City Commission; and

WHEREAS, the City Commission has reviewed the proposed amendment, and finds that it is in the best interest of the public to amend Section 31-144 of Chapter 31 "Land Development Regulations," as set forth in this Ordinance; and

WHEREAS, the City Commission has held the required public hearings, duly noticed in accordance with law; and

WHEREAS, the City Commission has reviewed the action set forth in the Ordinance and has determined that such action is consistent with the Comprehensive Plan.

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

Section 1. Recitals. The foregoing whereas clauses are hereby ratified and incorporated within this Ordinance.

Section 2. City Code Amended. That Section 31-144 "Business Zoning Districts" of Article VII "Use Regulations" of Chapter 31 "Land Development Regulations" of the City Code is hereby amended to read as follows¹:

* * *

Sec. 31-144. – Business Districts. ...

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

...

(5) Site development standards.

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

1. For all buildings: Any structure parking serving the primary use on the site shall be incorporated into the building envelope and shall be compatibly designed. Such parking structure shall comply with all minimum setback and buffer yard requirements.

2. The floor area ratio shall be 0.40 at one story and shall be increased by 0.11 for each additional story. Structure parking shall not count as part of the floor area, but shall be counted in computing building height. The total lot coverage permitted for all buildings on the site shall not exceed 40 percent of the total lot area, except as provided in Subsection 4. or 5. below. The floor area ratio shall not exceed 2.0 for all buildings in this district in conformance with the comprehensive plan.

3. For shopping center buildings with more than 1,000,000 square feet of gross leasable area that provide public amenities including, but not limited to, public plazas, fountains or other water features, seating areas and recreational walking areas and that do not exceed five stories in height, the minimum landscaped open space shall be 15 percent of the total lot area. Said open space shall be extensively landscaped with grass, trees and shrubbery in accordance

¹ Underlined provisions constitute proposed additions to existing text. Strikethrough provisions constitute proposed deletions to existing text.

with a landscape plan to be approved by the City Manager. The non-leasable areas within enclosed or non-enclosed malls which are landscaped with grass, trees and/or shrubbery, water areas therein, and areas therein with permanent art display areas may be used as part of the required landscaped open space provided such areas do not exceed ten percent of the required landscaped open space.

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

5. For parcels that are adjacent (sharing a property line) to a property zoned as Recreation Open Space (ROS) District and are joined to the parcel by a unity of title or covenant in lieu of unity of title, in form acceptable to the City Manager and City Attorney and recorded in the Public Records of Miami-Dade County, Florida, the maximum lot coverage shall not exceed 55% of the total lot area of the B2 zoning parcel, provided that the ROS land area is no less than 200 acres in size and provided that any clubhouse and/or conference center buildings on the B2 zoning parcel do not exceed two (2) stories in height.

...

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Aventura; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 5. 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 Teri Holzberg	_____
Commissioner Denise Landman	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Vice Mayor Enbar Cohen	_____
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 Teri Holzberg	_____
Commissioner Denise Landman	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Vice Mayor Enbar Cohen	_____
Mayor Enid Weisman	_____

PASSED on first reading on this 7th day of July, 2015.

PASSED AND ADOPTED on this 1st day of September, 2015.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk this ____ day of _____, 2015.

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: May 11, 2015

SUBJECT: Application by TB Isle Resort, LP for small scale amendments to the City's Comprehensive Plan to change the Future Land Use Map designation of one parcel of land within the Turnberry Isle Resort totaling 2.111 acres from Business and Office to Parks and Recreation and to change the land use designation of a second parcel of land within the Turnberry Isle Resort totaling 2.111 acres from Parks and Recreation to Business and Office (01-CPA-15 and 02-CPA-15 - Small Scale Amendments)

June 2, 2015 Local Planning Agency Agenda Item 4A
June 2, 2015 City Commission Meeting Agenda Item 7A
July 7, 2015 City Commission Meeting Agenda Item 8A

RECOMMENDATION

It is recommended that the City Commission:

1. Approve the small scale Comprehensive Plan map amendment to change the land use designation of one parcel of land on West Country Club Drive totaling 2.111 acres from Business and Office to Parks and Recreation; and
2. Approve the small scale Comprehensive Plan map amendment to change the land use designation of one parcel of land on West Country Club Drive totaling 2.111 acres from Parks and Recreation to Business and Office; and

THE REQUEST

The applicant, TB Isle Resort, LP, is requesting two small scale Comprehensive Plan map amendments to allow an exchange of future land use designation on parcels totaling 2.111

acres each on West Country Club Drive. The northerly parcel (the "North Parcel") as shown on the attached Exhibit "B" is requested to be changed from Parks and Recreation to Business and Office and the southerly parcel (the "South Parcel") as shown on the attached Exhibit "A" is requested to be changed from Business and Office to Parks and Recreation to facilitate a rezoning of the North Parcel from ROS, Recreation Open Space District to B2, Community Business District and a rezoning of the South Parcel from B2, Community Business District to ROS, Recreation Open Space District. (See Exhibit #1 for Letter of Intent)

BACKGROUND

OWNER OF PROPERTY	TB Isle Resort, LP
NAME OF APPLICANT	TB Isle Resort, LP
LOCATION OF PROPERTY	19999 West Country Club Drive See Exhibit #2 for Location Map See Exhibit #3 for Parcel Locations
SIZE OF PROPERTY	North Parcel: 2.111 acres South Parcel: 2.111 acres
PROPERTY DESCRIPTION	See Exhibit "A" for South Parcel Description See Exhibit "B" for North Parcel Description

DESCRIPTION /BACKGROUND

The site owned by the applicant is comprised of the Turnberry Isle Resort and the Turnberry Golf Club on West Country Club Drive. The applicant requests an exchange of future land use designations on two parcels of land within the golf course and resort on West Country Club Drive to facilitate future redevelopment of the resort. The redevelopment plan contemplates amendment from Business and Office to Parks and Recreation future land use designation and corresponding change in zoning from existing country club (B2) zoning to golf club (ROS) zoning on the South Parcel. In turn, the North Parcel, equal in land area, currently designated as Parks and Recreation on the future land use map is proposed to be changed to Business and Office and rezoned as country club (B2). The amount of land that is located in each future land use category and in each zoning category would not change, simply its location.

The North Parcel, shown on Exhibit "B", is the current location of the conference center entry, service road and waterfall. The South Parcel, shown on Exhibit "A", is the current location of the maintenance, laundry, nursery and storage area. The applicant requests the comprehensive plan amendments to allow rezoning of these parcels from ROS to B2 and from B2 to ROS respectively to facilitate the proposed expansion of the resort.

The owner has submitted an application for administrative site plan approval which may be processed if the requested comprehensive plan amendment and concurrent rezoning applications are approved.

The existing uses on the Parcels comply with the uses permitted in the respective proposed zoning categories. The conference entry, service road and waterfall located on the North Parcel to be changed from ROS to B2 are permitted uses in the B2 zone. The maintenance, laundry, nursery and storage area on the South Parcel proposed to be changed from B2 to ROS are accessory uses to the golf course which is a permitted use in the ROS zoning category.

HISTORY

The North Parcel was originally zoned B2, Community Business District, with a Business and Office future land use designation. The South Parcel was originally zoned ROS, Recreation Open Space District, with a Parks and Recreation future land use designation. In June of 2009, the applicant requested an exchange of comprehensive plan designation and zoning categories on parcels totaling 2.69 acres each, including the North and South Parcels, to facilitate development of a twelve story hotel on the South Parcel. This exchange was approved through Ordinances Nos. 2009-12 and 2009-13 passed by the City Commission on June 2, 2009. The hotel development was approved through Administrative Site Plan Approval issued October 28, 2013. This development did not occur and the applicant has proposed a revised plan to construct a two story conference center, demolish and expand one of the existing freestanding hotel buildings, construct a one story addition to the existing parking garage, expand the existing porte-cochere at the clubhouse building and construct one new nursery/maintenance building.

ANALYSIS

I. South Parcel (described in Exhibit "A" to this application)

Future Land Use Designation

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

Zoning

Subject Property:	B2, Community Business District
Properties to the North:	B2, Community Business District and ROS, Recreation Open Space District
Properties to the South:	RMF4, Multifamily High Density Residential District
Properties to the East:	ROS, Recreation Open Space
Properties to the West:	B2, Community Business District

Existing Land Use

Subject property: nursery/maintenance/storage area
Properties to the North: service road, surface parking, parking garage
Properties to the South: residential condominium
Properties to the East: golf course
Properties to the West: regional mall

II. North Parcel (described in Exhibit “B” to this application)

Future Land Use Designation

Subject Property: Parks and Recreation
Properties to the North: Business and Office
Properties to the South: Business and Office and Parks and Recreation
Properties to the East: Business and Office
Properties to the West: Parks and Recreation

Zoning

Subject Property: ROS, Recreation Open Space District
Properties to the North: B2, Community Business District
Properties to the South: ROS, Recreation Open Space District
Properties to the East: B2, Community Business District
Properties to the West: ROS, Recreation Open Space District

Existing Land Use

Subject property: conference center entry, service road, waterfall
Properties to the North: resort and conference center
Properties to the South: golf course and maintenance/nursery/storage area
Properties to the East: golf course, conference center
Properties to the West: service road, surface parking, parking garage

Access – The Parcels front on West Country Club Drive. Access is existing to the Parcels.

Conformity to City Comprehensive Plan – The amendments are consistent with the goals, objectives and policies of the City’s Comprehensive Plan. More specifically, the proposal is consistent with the following policies in the Future Land Use, Parks and Recreation and Redevelopment Elements of the Plan:

Future Land Use Element

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

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

The proposed amendments will accommodate economic growth of the City by facilitating expansion of the existing resort.

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

Traffic – The Parcels are located on West Country Club Drive and are of equal size. There will be no net increase in size to either land use category, therefore traffic volumes are expected to remain constant. Therefore, these applications will not impede provision of traffic services.

Water – There will be no net increase in size to either land use category, therefore, provision of services will not be impeded.

Sewer – There will be no net increase in size to either land use category, therefore, provision of services will not be impeded.

Mass Transit – A bus transit facility is located at Aventura Mall, located immediately across the street from the subject sites. Future development of the proposed business and office parcel will be required to provide pedestrian linkage to County and City transit services that are safe and convenient to transit users.

Parks and Recreation – The City presently exceeds LOS standards for park space. There is no decrease or addition to park space since there will be no net increase in size to either land use category. Therefore, provision of service at adopted level of service standard will not be impeded.

Stormwater Drainage – There is no net increase in size to either land use category, therefore, provision of services will not be impeded.

Solid Waste – There is no net increase in size to either land use category, therefore, provision of services will not be impeded.

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

The proposed amendments are compatible with abutting and nearby land uses and will protect the character of the neighborhood. The existing business and office site is now proposed further to the north of the existing residential development and the site now designated as Business and Office is proposed to be designated as Parks and Recreation which will further buffer development for the existing residential development to the south.

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

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

Parks and Recreation Element

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

The estimated current population for the City of Aventura is 37,239. These amendments do not increase population. The amount of park and recreation land required by the park level of service standard is $37,239 \times 2.75/1000$ or 102 acres. The existing available park and recreation land is 117 acres. No deficiency exists and the proposed amendments will not create a deficiency in this standard.

Redevelopment Element

Policy 2.11 The location of parking, curb cuts, walkways, bike lanes, signage, lighting and landscape treatments shall be co-ordinated to provide maximum user safety, while improving the comprehensive aesthetic appearance of Aventura.

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

Traffic Generation – A traffic generation study is not required for this comprehensive plan amendment application because there will be no net increase in size to either land use category and the properties in question are both located along West Country Club Drive. The traffic volumes on this street should therefore remain constant with these proposed land use amendments. Both a traffic study and a queuing study will be required as part of the subsequent site plan approval application by this applicant to ensure that proper traffic related standards are met prior to development.

School Impacts – The requested change in land use designations do not require analysis for school impacts since both land use designations are non-residential and do not generate new students into the school system.

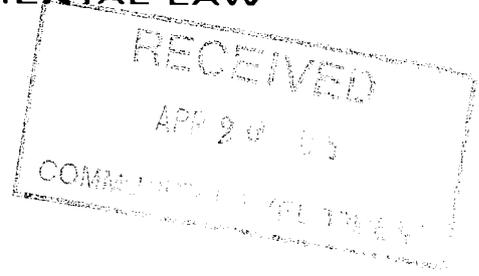
Conformity to City Land Development Regulations – The proposed amendments will facilitate a proposed rezoning of the North Parcel from ROS, Recreation Open Space District to B2, Community Business District and a proposed rezoning of the South Parcel from B2, Community Business District to ROS, Recreation Open Space District. Future development will be in accordance with the site development standards of those zoning districts.

Coastal High Hazard Location – This site is not located in a designated coastal high hazard area.



BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE (305) 377-6238
E-Mail: mmarrero@BRZoningLaw.com



VIA HAND DELIVERY

April 17, 2015

Joanne Carr, Planning Director
City of Aventura
19200 West Country Club Drive, 4th Floor
Aventura, Florida 33180

Exhibit 1
01 & 02-CPA-15

Re: 19999 West Country Club Drive; Zoning District Change and Comprehensive Land Use Amendment

Dear Joanne:

This law firm represents TB Isle Resort, LP with regard to the improvements and redevelopment of the Turnberry Isle Miami at 19999 West Country Club Drive (the "Property"). This letter shall serve as the Applicant's letter of intent to rezone and redesignate a portion of the Property from ROS / Parks and Recreation to B2 / Business and Office; and to rezone and redesignate an equal portion of B2 / Business and Office area to ROS / Parks and Recreation. These zoning and CDMP amendments are part of the redevelopment of the Property.

The plan for the redevelopment of the country club/golf course includes a change in the zoning from existing country club (B2) area to the ROS zoning district and Parks and Recreation designation on the City's Future Land Use Map. In turn, certain areas that are zoned ROS and designated Parks & Recreation would become part of the B2 zoning district and Business and Office designation on the City's Future Land Use Map. The amount of land that is located in each zoning district would not change, simply its location.

Section 31-148 of the City Code states that the ROS District "is intended to provide for the recreation and open space needs of the City." Pools and tennis courts certainly contribute to the recreational needs of the City, and thus are in the spirit of the ROS District. Furthermore, the following uses are explicitly permitted in the ROS District:

- a. Open space and passive recreational areas;
- b. Golf course;
- c. Boat ramps and docks;
- d. Outdoor cultural, educational and civic facilities;
- e. Parks;
- f. Waterways; and
- g. Uses accessory to any of the above uses when located on the same plot.

There is no detailed description of “parks” in the Use Regulations of the ROS District, nor is it defined in the City’s land development regulations. However, common sense dictates that parks are intended to include tennis courts and pools, as a permitted uses. Nevertheless, at a minimum, they should both be considered accessory uses to parks and golf courses.

(1) The proposed amendment is consistent with goals, objectives and policies of the City's Comprehensive Plan.

The proposed change will not be inconsistent with the goals, objectives and policies of the City’s Comprehensive Plan. There will be no net change in the amount of land for either zoning district.

(2) The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.

There Property is already zoned a combination of B2 and ROS, and there additional lands surrounding the Property that are zoned B2 and ROS. Furthermore, since the resulting areas of each zoning district on the Property will be the same as prior to the amendment, the change is certainly compatible.

(3) The subject property is physically suitable for the uses permitted in the proposed district.

Although there has not yet been a site plan associated with this application, the anticipated uses permitted in the proposed districts are, not only physically suitable but, compatible and associated with the existing use on the Property.

(4) There are sites available in other areas currently zoned for such use.

Not applicable. The effect of this application will result in the same amount of Parks and Recreation / ROS and Business and Office / B2 land.

(5) If applicable, the proposed change will contribute to redevelopment of an area in accordance with an approved redevelopment plan.

The proposed change has been contemplated as an element of the ongoing Property redevelopment.

(6) The proposed change would adversely affect traffic patterns or congestion.

The proposed change will have no adverse traffic impact. Any additional traffic will be reviewed pursuant to a subsequent site plan application.

(7) The proposed change would adversely impact population density such that the demand for water, sewers, streets, recreational areas and facilities, and other public facilities and services would be adversely affected.

The application proposes no increase in population or overall changes in use.

(8) Whether the proposed change would have an adverse environmental impact on the vicinity.

There is not expected to be any environmental impact as a result of this application.

(9) Whether the proposed change would adversely affect the health, safety, and welfare of the neighborhood or the City as a whole.

The proposed change will not adversely affect the health, safety and welfare of the neighborhood or the City. Again, the resulting zoning and comprehensive plan designations will be the same as currently provided, but in slightly different locations within the Applicant's property.

Conclusion. The proposed amendments to the City's Future Land Use Map and the City's Zoning Map are part of the current development plan for the country club. As described in the foregoing letter, the net amount of ROS/Parks and Recreation and B2/Business and Office land will remain the same following

Ms. Joanne Carr
April 17, 2015
Page 4 of 4

these amendments, and it will all be retained on the Property. As such, we look forward to your positive review and recommendation of these applications. Please feel free to contact me regarding any comments or questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'MJ', with a long horizontal flourish extending to the right.

Michael J. Marrero

cc: Ms. Joanne Carr, Planning Director
David Wolpin, City Attorney

BROWARD COUNTY

DADE COUNTY

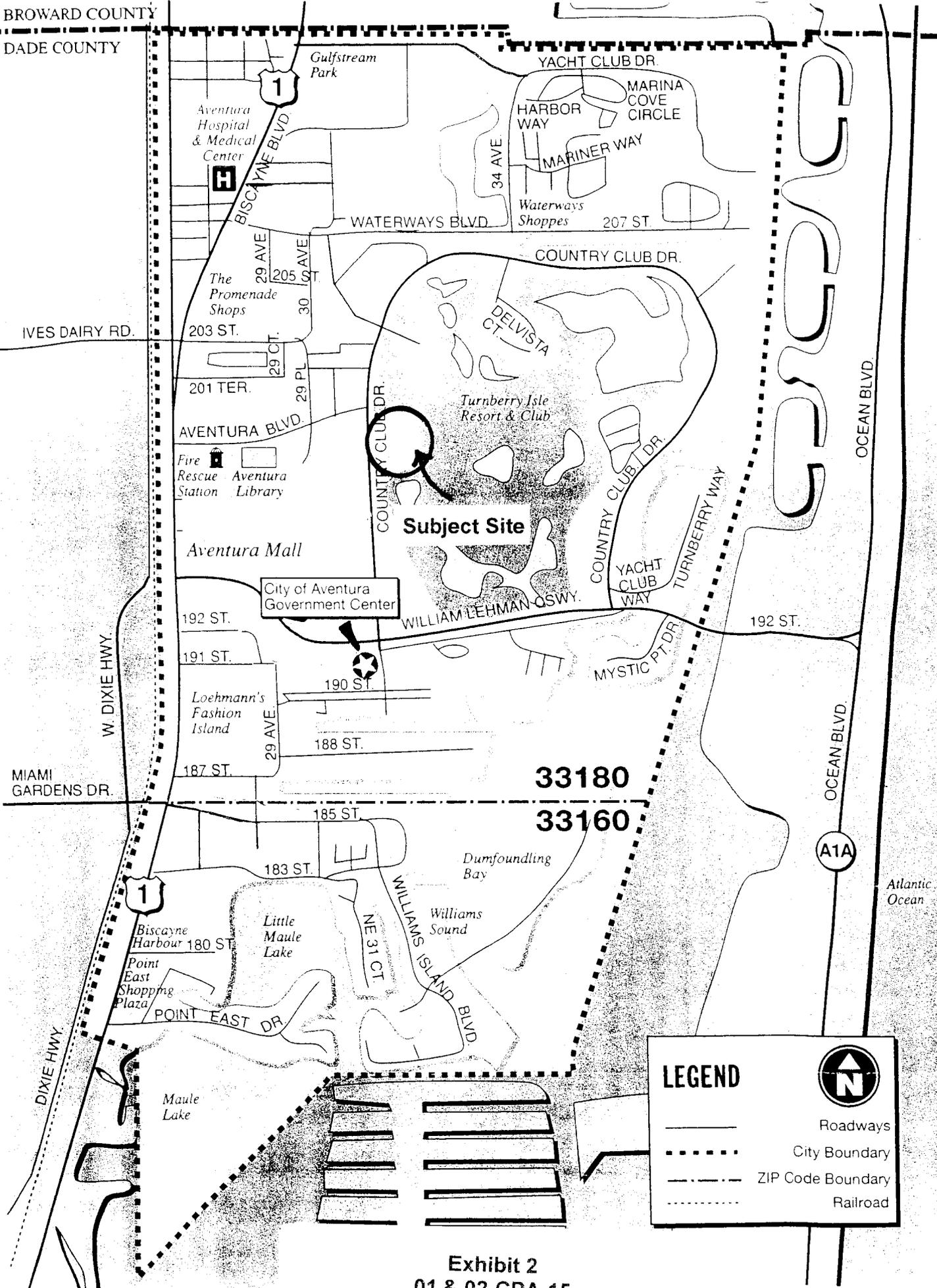
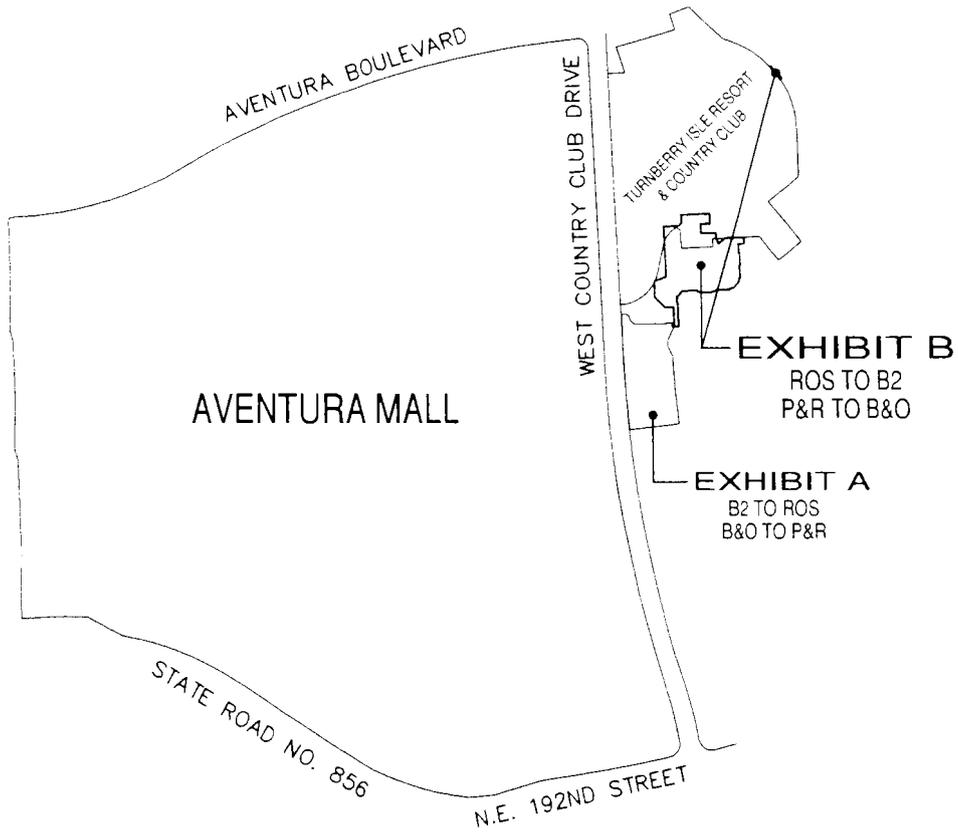


Exhibit 2
01 & 02-CPA-15

**Exhibit 3
01 & 02-CPA-15**



Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-B
Sheet	4 of 4

EXHIBIT A

LEGAL DESCRIPTION:

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of Tract H-H of said plat of FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB; thence N 81°00'38" E along the North line of said Tract H-H for 211.44 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 81°00'38" E; thence Northwesterly along a 4299.22 foot radius curve leading to the right through a central angle of 3°48'14" for an arc distance of 285.43 feet to a non-tangent point; thence N 28°44'32" W for 43.73 feet; thence N 03°20'32" W for 24.05 feet; thence N 21°07'43" E for 63.17 feet; thence S 87°20'20" W for 6.30 feet; thence N 02°39'40" W for 15.79 feet; thence S 87°20'20" W for 23.77 feet; thence S 42°20'20" W for 2.49 feet; thence S 87°20'23" W for 138.29 feet; thence N 47°39'40" W for 26.09 feet; thence N 02°39'40" W for 6.48 feet to a point of curvature; thence Northwesterly and Southwesterly along a 15.00 foot radius curve leading to the left through a central angle of 90°00'00" for an arc distance of 23.56 feet to a point of tangency; thence S 87°20'20" W for 17.99 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 87°09'27" E; thence Southeasterly along the Westerly line of said Tract U and Easterly right of way line of West Country Club Drive, also being a 4510.66 foot radius curve leading to the left through a central angle of 6°08'49" for an arc distance of 483.92 feet to the Point of Beginning.

SURVEYOR'S NOTES:

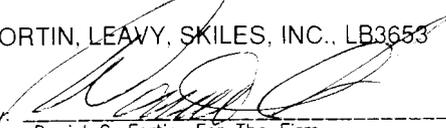
- This site lies in Section 3, Township 52 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on April 8, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

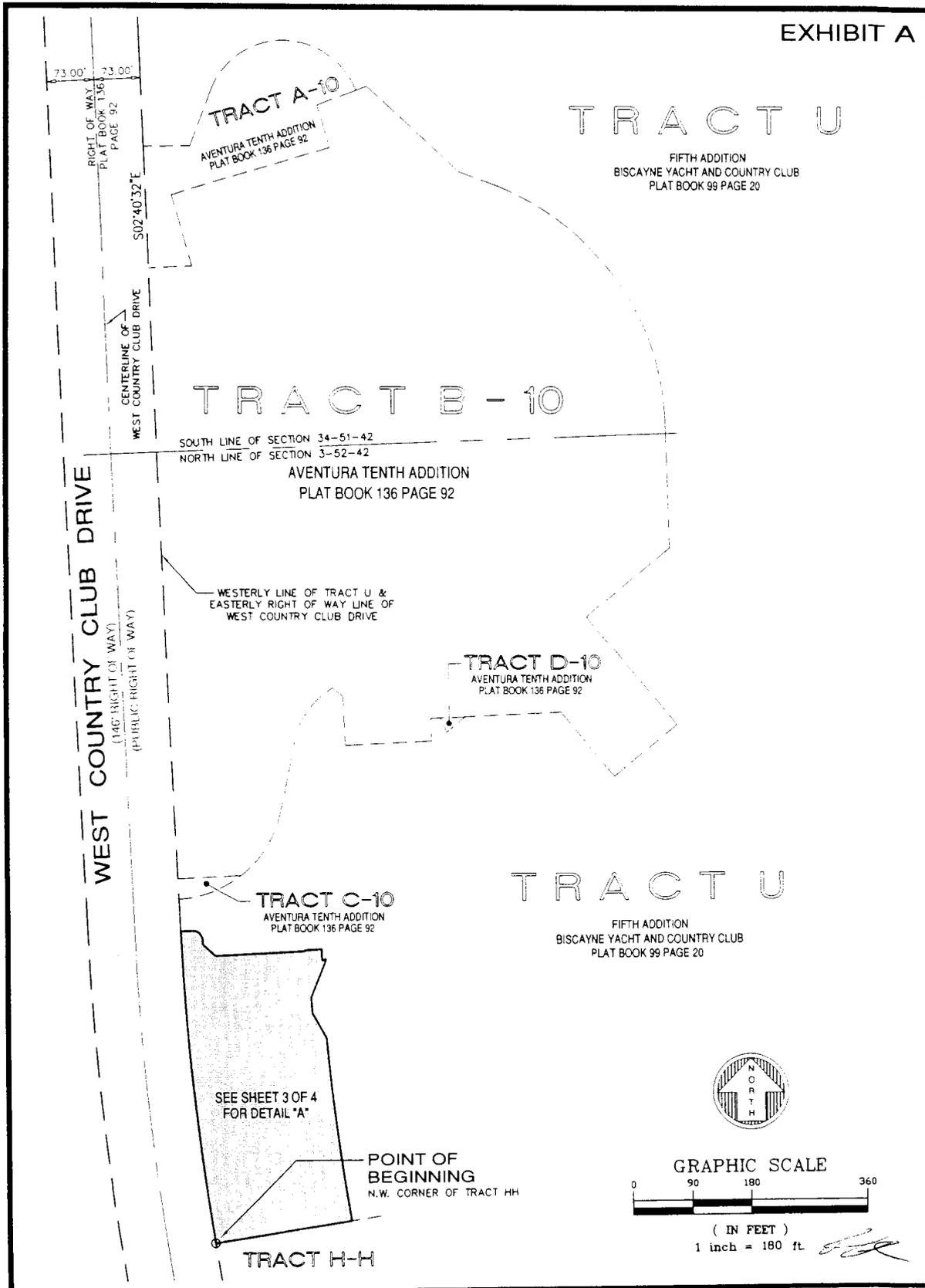
By: 
 Daniel C. Fortin, For The Firm
 Surveyor and Mapper, LS2853
 State of Florida.

Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job No.	150445
Dwg. No.	1015-037-A
Sheet	1 of 4



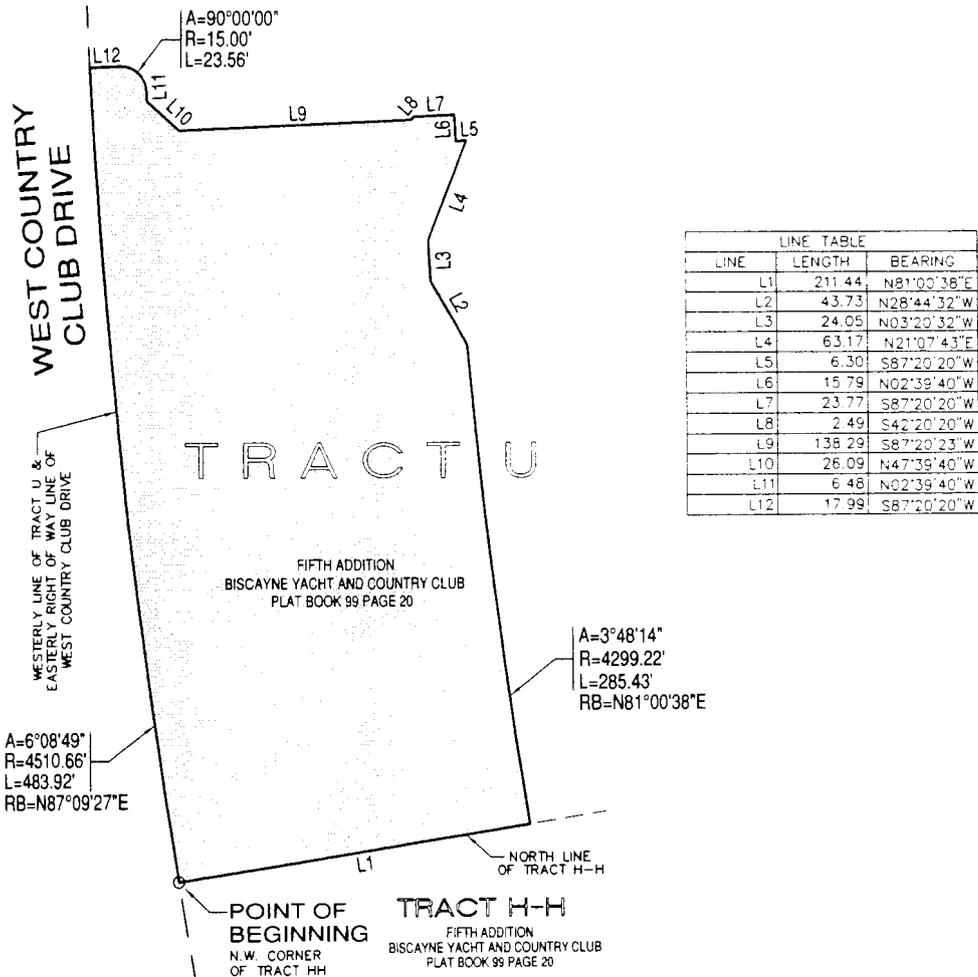
Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	1"=180'
Job No.	150445
Dwg No.	1015-037-A
Sheet	2 of 4

EXHIBIT A



DETAIL "A"

<p>Drawn By MAP</p> <p>Cad. No. 081221</p> <p>Ref. Dwg. 2011-025</p> <p>Plotted 4/9/15 11:00a</p>	<p>SKETCH OF DESCRIPTION</p> <p>FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com</p>	<p>Date 4/9/15</p> <p>Scale NOT TO SCALE</p> <p>Job No. 150445</p> <p>Dwg No 1015-037-A</p> <p>Sheet 3 of 4</p>
---	---	---

EXHIBIT A



A handwritten signature or initials in the bottom right corner of the map area.

Drawn By	MAP
Cad. No	081221
Ref. Dwg.	2011-025
Plotted	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida, 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-A
Sheet	4 of 4

LEGAL DESCRIPTION:

EXHIBIT B

A portion of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92, and a portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20, both of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Tract D-10 of said plat of AVENTURA TENTH ADDITION; thence S 50°38'09" W along the Southeasterly line of said Tract D-10 for 36.81 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 72°28'08" W; thence Northwesterly along the Westerly line of said Tract D-10, also being a 120.00 foot radius curve leading to the left through a central angle of 11°16'19" for an arc distance of 23.61 feet to a non-tangent point; thence N 02°20'33" W for 24.13 feet; thence S 87°26'47" W for 62.28 feet; thence N 02°33'13" W for 39.61 feet; thence N 87°26'47" E for 41.45 feet; thence N 02°33'13" W for 42.01 feet; thence S 87°26'47" W for 120.69 feet; thence S 02°33'13" E for 33.67 feet; thence S 42°26'47" W for 16.77 feet; thence S 87°26'47" W for 63.18 feet; thence S 02°40'32" E for 210.19 feet; thence S 69°21'03" W for 52.68 feet; thence S 00°35'40" W for 66.67 feet; thence S 45°59'34" E for 61.79 feet; thence N 87°27'33" E for 35.71 feet; thence S 02°57'10" E for 74.43 feet; thence S 21°07'43" W for 8.51 feet; thence N 87°20'20" E for 20.53 feet; thence N 02°39'40" W for 100.00 feet; thence S 87°20'20" W for 1.67 feet; thence N 02°39'40" W for 26.70 feet; thence N 87°20'20" E for 3.66 feet; thence N 42°20'20" E for 23.73 feet; thence N 02°39'40" W for 3.16 feet; thence N 87°20'20" E for 66.01 feet; thence S 02°39'40" E for 5.67 feet; thence N 87°20'20" E for 12.38 feet; thence S 02°39'40" E for 3.83 feet; thence N 87°20'20" E for 52.75 feet; thence N 02°39'40" W for 3.83 feet; thence N 87°20'20" E for 12.38 feet; thence N 02°39'40" W for 3.50 feet; thence N 87°20'20" E for 59.00 feet; thence N 02°39'40" W for 5.08 feet; thence N 87°20'20" E for 12.23 feet; thence N 42°20'20" E for 36.63 feet; thence N 02°39'40" W for 12.23 feet; thence N 87°20'20" E for 5.08 feet; thence N 02°39'40" W for 55.00 feet; thence N 87°20'20" E for 2.67 feet; thence N 02°39'40" W for 52.75 feet; thence S 87°20'20" W for 2.67 feet; thence N 02°39'40" W for 37.22 feet; thence N 87°20'20" E for 25.34 feet; thence N 02°39'40" W for 26.76 feet; thence S 87°26'47" W along the exterior boundary line of said Tract B-10 for 77.46 feet to the Point of Beginning.

AND

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the most Northerly corner of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92 of said Public Records of Miami-Dade County, Florida, the following four (4) courses being along the exterior boundary line of said Tract B-10; 1) thence S 47°08'16" E for 193.28 feet; 2) thence S 69°22'04" E for 60.00 feet to a point curvature; 3) thence Southeasterly along a 400.00 foot radius curve leading to the right through a central angle of 25°40'53" for an arc distance of 179.29 feet to the Point of Beginning; 4) thence continue Southeasterly along said 400.00 foot radius curve leading to the right through a central angle of 9°49'31" for an arc distance of 68.59 feet; thence N 48°35'47" E for 7.26 feet; thence N 41°24'13" W for 68.44 feet; thence S 48°35'47" W for 4.11 feet to the Point of Beginning.

SURVEYOR'S NOTES:

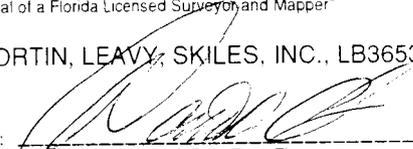
- This site lies in Section 3, Township 52 South, Range 42 East and Section 34, Township 51 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on April 9, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

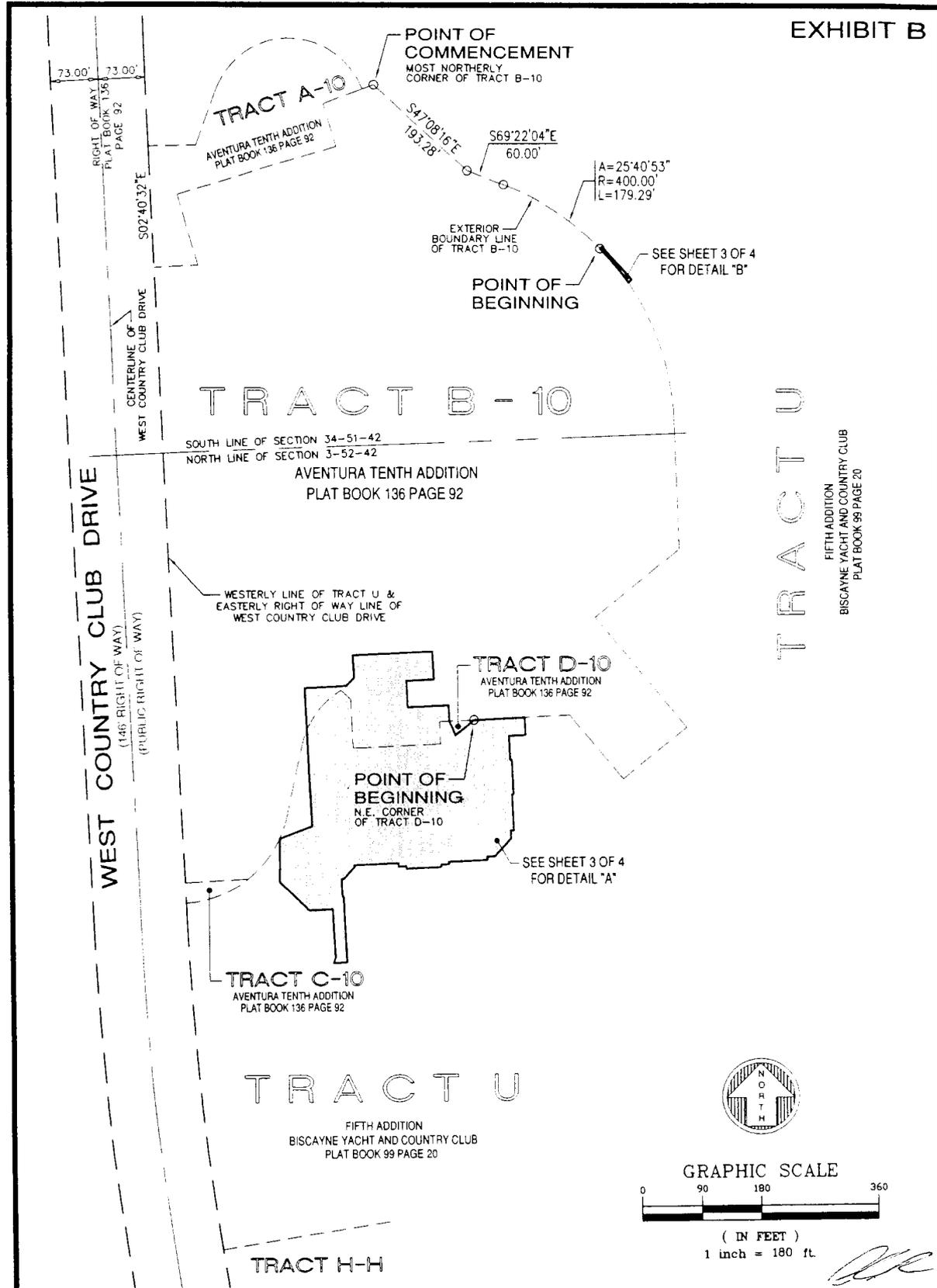
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper

FORTIN, LEAVY, SKILES, INC., LB3653

By: 
 Daniel C. Fortin, For The Firm
 Surveyor and Mapper, LS2853
 State of Florida.

<table border="1"> <tr> <td>Drawn By</td> <td>MAP</td> </tr> <tr> <td>Cad. No.</td> <td>081221</td> </tr> <tr> <td>Ref. Dwg</td> <td>2011-025</td> </tr> <tr> <td>Plotted:</td> <td>4/9/15 11:00a</td> </tr> </table>	Drawn By	MAP	Cad. No.	081221	Ref. Dwg	2011-025	Plotted:	4/9/15 11:00a	<p>LEGAL DESCRIPTION, NOTES & CERTIFICATION</p> <p>FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com</p>	<table border="1"> <tr> <td>Date</td> <td>4/9/15</td> </tr> <tr> <td>Scale</td> <td>NOT TO SCALE</td> </tr> <tr> <td>Job No</td> <td>150445</td> </tr> <tr> <td>Dwg. No</td> <td>1015-037-B</td> </tr> <tr> <td>Sheet</td> <td>1 of 4</td> </tr> </table>	Date	4/9/15	Scale	NOT TO SCALE	Job No	150445	Dwg. No	1015-037-B	Sheet	1 of 4
Drawn By	MAP																			
Cad. No.	081221																			
Ref. Dwg	2011-025																			
Plotted:	4/9/15 11:00a																			
Date	4/9/15																			
Scale	NOT TO SCALE																			
Job No	150445																			
Dwg. No	1015-037-B																			
Sheet	1 of 4																			

EXHIBIT B



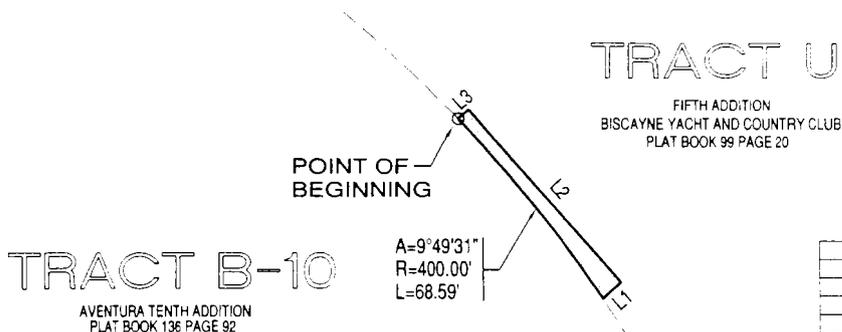
Drawn By	MAP
Cad. No.	081221
Ref. Dwg	2011-025
Plotted:	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	1"=180'
Job. No.	150445
Dwg No	1015-037-B
Sheet	2 of 4

EXHIBIT B



LINE TABLE		
LINE	LENGTH	BEARING
L1	7.26	N48°35'47"E
L2	68.44	N41°24'13"W
L3	4.11	S48°35'47"W

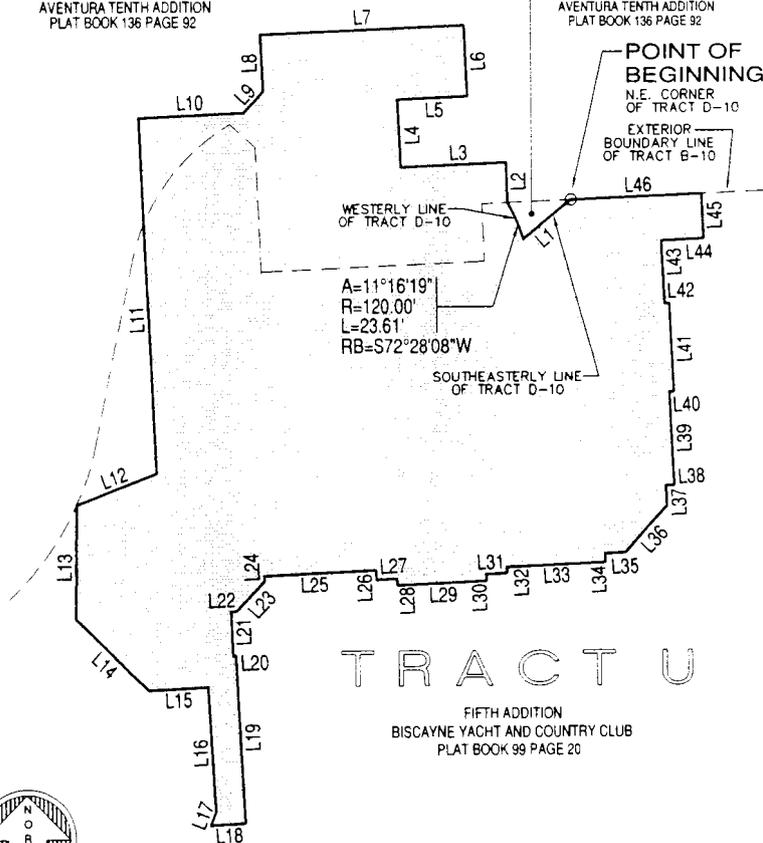


DETAIL "B"

TRACT B-10

AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92

TRACT D-10
AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92



LINE TABLE		
LINE	LENGTH	BEARING
L1	36.81	S50°38'09"W
L2	24.13	N02°20'33"W
L3	62.28	S87°26'47"W
L4	39.61	N02°33'13"W
L5	41.45	N87°26'47"E
L6	42.01	N02°33'13"W
L7	120.69	S87°26'47"W
L8	33.67	S02°33'13"E
L9	16.77	S42°26'47"W
L10	63.18	S87°26'47"W
L11	210.19	S02°40'32"E
L12	52.68	S69°21'03"W
L13	66.67	S00°35'40"W
L14	61.79	S45°59'34"E
L15	35.71	N87°27'33"E
L16	74.43	S02°57'10"E
L17	8.51	S21°07'43"W
L18	20.53	N87°20'20"E
L19	100.00	N02°39'40"W
L20	1.67	S87°20'20"W
L21	26.70	N02°39'40"W
L22	3.66	N87°20'20"E
L23	23.73	N42°20'20"E
L24	3.16	N02°39'40"W
L25	66.01	N87°20'20"E
L26	5.67	S02°39'40"E
L27	12.38	N87°20'20"E
L28	3.83	S02°39'40"E
L29	52.75	N87°20'20"E
L30	3.83	N02°39'40"W
L31	12.38	N87°20'20"E
L32	3.50	N02°39'40"W
L33	59.00	N87°20'20"E
L34	5.08	N02°39'40"W
L35	12.23	N87°20'20"E
L36	36.63	N42°20'20"E
L37	12.23	N02°39'40"W
L38	5.08	N87°20'20"E
L39	55.00	N02°39'40"W
L40	2.67	N87°20'20"E
L41	52.75	N02°39'40"W
L42	2.67	S87°20'20"W
L43	37.22	N02°39'40"W
L44	25.34	N87°20'20"E
L45	26.76	N02°39'40"W
L46	77.46	S87°26'47"W



DETAIL "A"

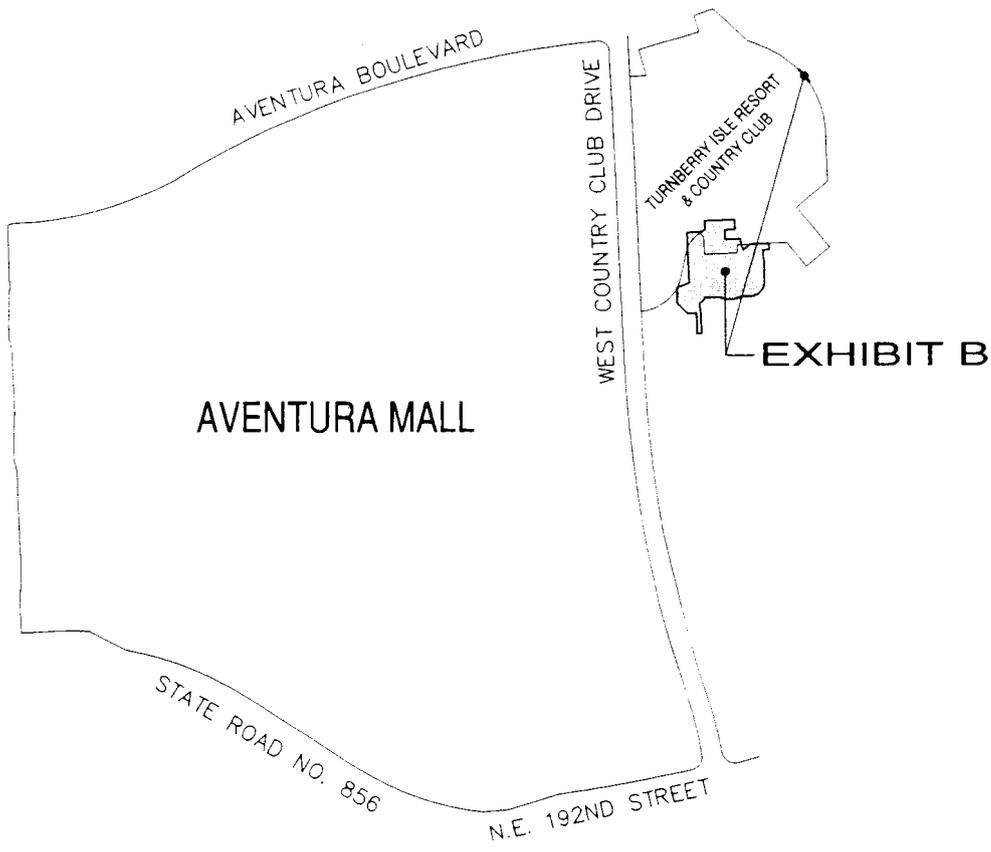
Drawn By MAP
Cad. No. 081221
Ref. Dwg 2011-025
Plotted: 4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER. 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date 4/9/15
Scale NOT TO SCALE
Job No. 150445
Dwg. No. 1015-037-B
Sheet 3 of 4

EXHIBIT B



Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-B
Sheet	4 of 4



APPLICANT REPRESENTATIVE AFFIDAVIT

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

Name	Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
<u>Michael J. Murreco</u>	<u>Attorney</u>
<u>Jeff Berrow</u>	<u>Attorney</u>
<u>Thomas Checck</u>	<u>Civil Engineer</u>
<u>Don Fartin, Jr.</u>	<u>Surveyor</u>
<u>Donald Wolfe</u>	<u>Architect</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 18th DAY OF May, 2015

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]
 Name: Michael J. Murreco
 Title: Attorney
 Address: 200 S. Biscayne Blvd # 850
Miami, FL 33131

OWNER

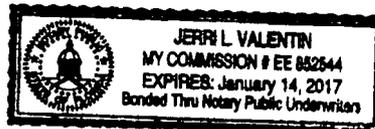
By: X [Signature]
 Name: Jonathan Kury
 Title: General Counsel
 Address: 19950 W Country Club Drive, 10th Floor
Aventura, FL 33180

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared JONATHAN KURY 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 18 day of May, 2015.

X [Signature]
 AFFIANT
[Signature]
 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)(i) 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 18 DAY OF May 2008

APPLICANT:

By: [Signature] (Signature)
 Name: Michael J. Morron (Print)
 Title: Attorney (Print)

WITNESS MY HAND THIS 18 DAY OF May 2008

PROPERTY OWNER:

By: [Signature] (Signature)
 Name: Jeanette E. Kelly (Print)
 Title: Director, Social Services (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 18 DAY OF May, 2005

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Michael J. Marra (Print)

Title: Attorney (Print)

By: [Signature] (Signature)

Name: Jeff Berlow (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

WITNESS MY HAND THIS _____ DAY OF _____, 200__

REPRESENTATIVE: (Listed on Business Relationship Affidavits)

By: [Signature] (Signature)

Name: THOMAS CHECCA (Print)

Title: PROJECT ENGINEER (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

WITNESS MY HAND THIS 19 DAY OF MAY 2005

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: DON WOLFE (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Michael Morreo 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 18th day of May, 2005



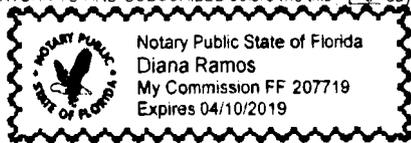
Notary Public State of Florida At Large
Diana Ramos
Printed Name of Notary
My commission expires: 4/10/19

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Jeffrey Brown 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 18th day of May, 2005



Notary Public State of Florida At Large
Diana Ramos
Printed Name of Notary
My commission expires: 4/10/19

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 DANIEL FORNIN 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 18th day of MAY, 2015

[Signature]
Notary Public State of Florida At Large
SUSAN P. KAY
Printed Name of Notary
My commission expires: 04-06-2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires: _____

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 Thomas Checca 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.

Thomas Checca
AFFIANT



SWORN TO AND SUBSCRIBED before me this 18 day of May, 2011

Susan P. Key
Notary Public State of Florida At Large
Printed Name of Notary: Susan P. Key
My commission expires: 04-06-2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2011

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 _____, 2011

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 _____, 2011

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

WITNESS MY HAND THIS 18th DAY OF MAY, 2015

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature) By: _____ (Signature)
Name: DANIEL FORTIN JR (Print) Name: _____ (Print)
Title: VP- FORTU LEAVY SKILLS (Print) Title: _____ (Print)

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

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

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

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

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

NOTE: 1) Use duplicate sheets if disclosure information for Representative varies
2) Applicants and Affiants are advised to timely supplement this Affidavit pursuant to Sec. 31-71(b)(2)(iv) of the City's Land Development Regulations in the City Code, in the event that prior to consideration of the application by the City Board or Commission, the information provided in the Affidavit becomes incorrect or incomplete.

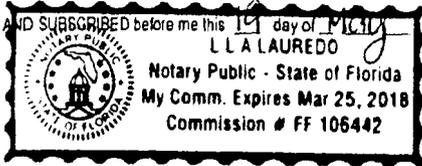
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 19 day of MICHI, 2015



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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

ORDINANCE NO. 2015-__

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE, CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", FROM BUSINESS AND OFFICE TO PARKS AND RECREATION; AMENDING THE COMPREHENSIVE MASTER PLAN BY AMENDING THE FUTURE LAND USE DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" FROM PARKS AND RECREATION TO BUSINESS AND OFFICE; PROVIDING FOR SUBMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department of Community Affairs of the State of Florida found in compliance the City of Aventura Comprehensive Plan (the "Plan") in February 1999; and

WHEREAS, the Future Land Use Map of the Plan designated the property described in Exhibit "A", generally identified as the South Parcel on West Country Club Drive (the "South Parcel") as Business and Office; and

WHEREAS, the Future Land Use Map of the Plan designated the property described in Exhibit "B", generally identified as the North Parcel on West Country Club Drive (the "North Parcel") as Parks and Recreation; and

WHEREAS, the applicant, TB Isle Resort, LP, has made application to change the future land use designation of the South Parcel from Business and Office to Parks and Recreation; and

WHEREAS, the applicant, TB Isle Resort, LP, has made application to change the future land use designation of the North Parcel from Parks and Recreation to Business and Office; and

WHEREAS, the City Commission also desires to approve a Recreation Open Space zoning designation on the South Parcel and to approve a Community Business zoning designation on the North Parcel, conditioned upon the approval of these respective Plan amendments; and

WHEREAS, the City Commission has determined that the proposed amendments are consistent with the intent of the original development plan for the properties and that all public conditions and restrictions have been satisfied; and

WHEREAS, the Plan amendments will not result in impacts on any infrastructure system that will exceed established Level of Service standards and are otherwise consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the City Commission believes it is in the best interest of the public to amend the future land use map designation on the South Parcel from Business and Office to Parks and Recreation and to amend the future land use map designation on the North Parcel from Parks and Recreation to Business and Office; and

WHEREAS, the City Commission believes the amendments will maintain the unique aesthetic character of the City and improve the quality of life for its residents by exchanging the future land use designations for these properties.

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

Section 1. Recitals. That the foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Purpose. That the action contemplated by this Ordinance preserves the unique aesthetic character of the City, ensures that adjacent land uses are compatible, protects property values, creates a better business climate, enhances the physical appearance of the community and preserves the natural beauty of the City.

Section 3. Amendment of Future Land Use Map Designation. That the future land use map designation of the South Parcel legally described in Exhibit "A" to this ordinance, totaling 2.111 acres, is hereby changed from Business and Office to Parks and Recreation.

Section 4. Amendment of Future Land Use Map Designation. That the future land use map designation of the North Parcel legally described in Exhibit "B" to this ordinance, totaling 2.111 acres, is hereby changed from Parks and Recreation to Business and Office.

Section 5. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion in the Comprehensive Plan. That it is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Comprehensive Plan of the City of Aventura and that the Future Land Use Map of the Comprehensive Plan shall be revised so as to accomplish such intentions.

Section 7. Submittal. The City Clerk is directed to submit the amendment to the State of Florida Department of Economic Development as provided under Chapter 163, Part II of the Florida Statutes.

Section 8. Effective Date. This Ordinance shall be effective immediately upon passage by the City Commission on second reading, except that the effective date of the Plan Amendments approved by this Ordinance shall be thirty-one (31) days after adoption. However, if the Plan Amendments are challenged within thirty (30) days after

adoption, they shall not become effective until the state land planning agency or the Administration Commission issues a final order determining that the adopted small scale development amendments are in compliance.

Section 9. Issuance of this development order by the City of Aventura does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Aventura for issuance of the development order if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state and federal permits must be obtained before commencement of the development. This condition is included pursuant to Section 166.033, Florida Statutes, as amended.

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

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

PASSED on first reading on this 2nd day of June, 2015.

PASSED AND ADOPTED on this 7th day of July, 2015.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION:

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of Tract H-H of said plat of FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB; thence N 81°00'38" E along the North line of said Tract H-H for 211.44 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 81°00'38" E; thence Northwesterly along a 4299.22 foot radius curve leading to the right through a central angle of 3°48'14" for an arc distance of 285.43 feet to a non-tangent point; thence N 28°44'32" W for 43.73 feet; thence N 03°20'32" W for 24.05 feet; thence N 21°07'43" E for 63.17 feet; thence S 87°20'20" W for 6.30 feet; thence N 02°39'40" W for 15.79 feet; thence S 87°20'20" W for 23.77 feet; thence S 42°20'20" W for 2.49 feet; thence S 87°20'23" W for 138.29 feet; thence N 47°39'40" W for 26.09 feet; thence N 02°39'40" W for 6.48 feet to a point of curvature; thence Northwesterly and Southwesterly along a 15.00 foot radius curve leading to the left through a central angle of 90°00'00" for an arc distance of 23.56 feet to a point of tangency; thence S 87°20'20" W for 17.99 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 87°09'27" E; thence Southeasterly along the Westerly line of said Tract U and Easterly right of way line of West Country Club Drive, also being a 4510.66 foot radius curve leading to the left through a central angle of 6°08'49" for an arc distance of 483.92 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 3, Township 52 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.11 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on April 8, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

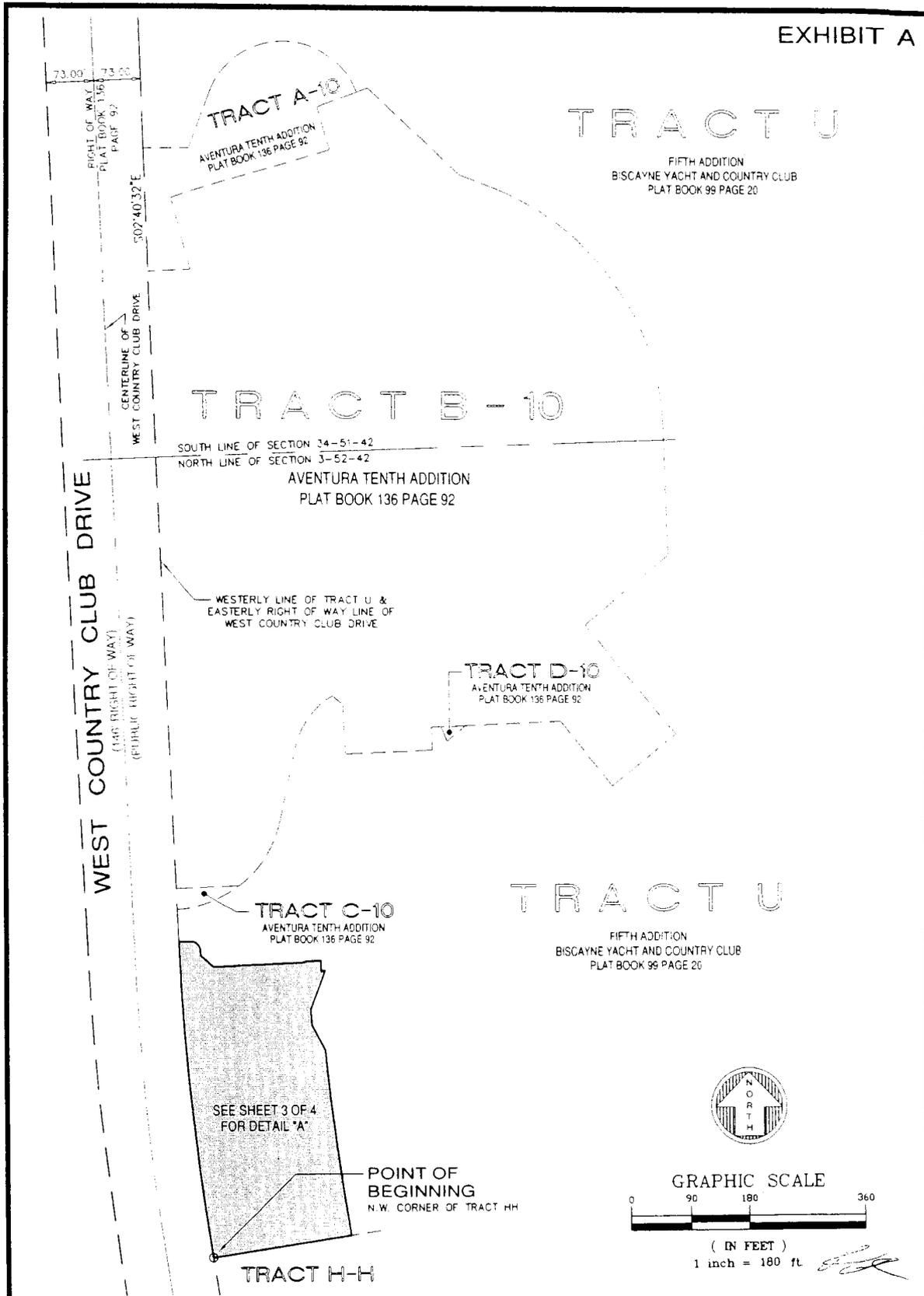
*Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper

FORTIN, LEAVY, SKILES, INC., LB3653

 By: _____
 Daniel C. Fortin, For The Firm
 Surveyor and Mapper, LS2853
 State of Florida.

Drawn By MAP Cad No. 081221 Ref. Dwg 2011-025 Plotted. 4/9/15 11:00a	LEGAL DESCRIPTION, NOTES & CERTIFICATION FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 00003653 180 Northeast 168th. Street / North Miami Beach, Florida 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com	Date 4/9/15 Scale NOT TO SCALE Job No. 150445 Dwg. No 1015-037-A Sheet 1 of 4
--	---	---

EXHIBIT A



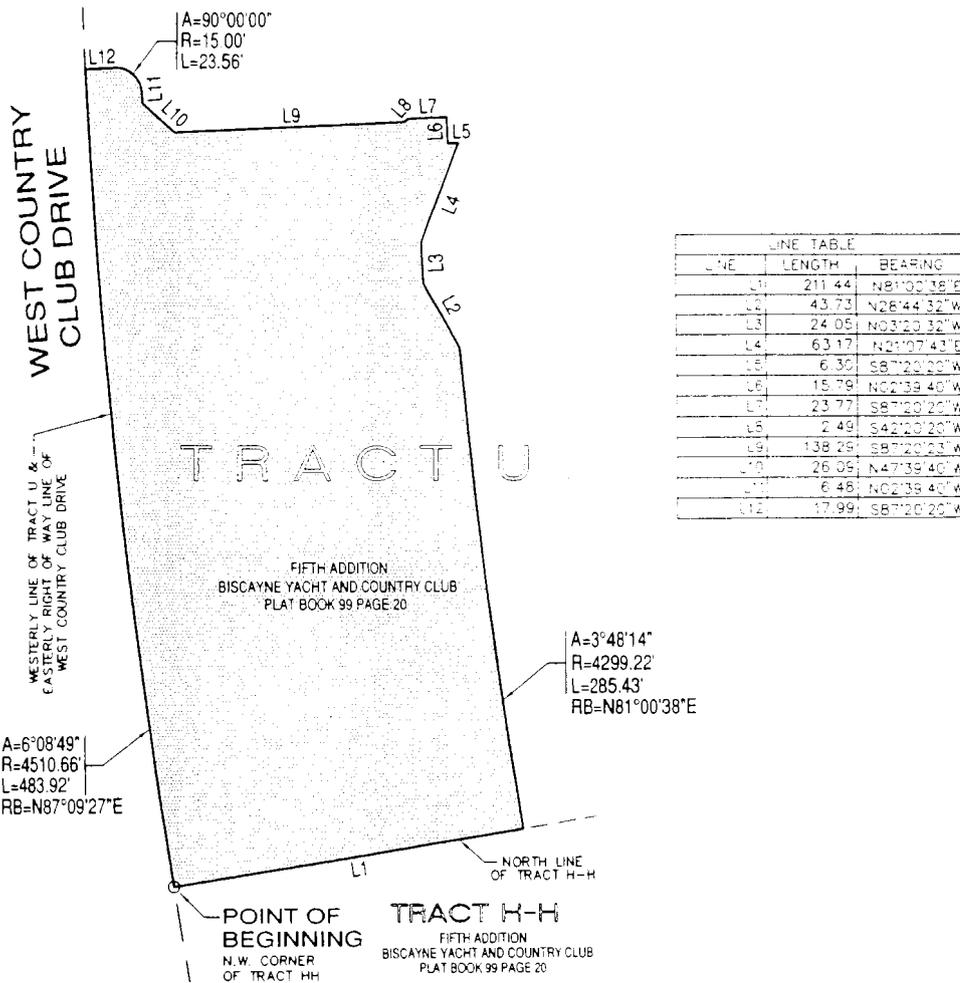
Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida, 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	1"=180'
Job. No.	150445
Dwg. No.	1015-037-A
Sheet	2 of 4

EXHIBIT A



LINE TABLE

LINE	LENGTH	BEARING
L1	211.44	N81°00'38"E
L2	43.73	N28°44'32"W
L3	24.05	N03°20'32"W
L4	63.17	N31°07'43"E
L5	6.30	S87°20'20"W
L6	15.79	N02°39'40"W
L7	23.77	S87°20'20"W
L8	2.49	S42°20'20"W
L9	138.29	S87°20'20"W
L10	26.05	N47°39'40"W
L11	6.48	N02°39'40"W
L12	17.99	S87°20'20"W



DETAIL "A"

Drawn By MAP
 Cad. No 081221
 Ref. Dwg. 2011-025
 Plotted: 4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date 4/9/15
 Scale NOT TO SCALE
 Job No. 150445
 Dwg. No 1015-037-A
 Sheet 3 of 4

EXHIBIT A



Handwritten signature or initials in the bottom right corner of the map area.

Drawn By	MAP
Cad No.	081221
Ref Dwg.	2011-025
Plotted:	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job No.	150445
Dwg. No.	1015-037-A
Sheet	4 of 4

LEGAL DESCRIPTION:

EXHIBIT B

A portion of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92, and a portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20, both of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Tract D-10 of said plat of AVENTURA TENTH ADDITION; thence S 50°38'09" W along the Southeasterly line of said Tract D-10 for 36.81 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 72°28'08" W; thence Northwestery along the Westerly line of said Tract D-10, also being a 120.00 foot radius curve leading to the left through a central angle of 11°16'19" for an arc distance of 23.61 feet to a non-tangent point; thence N 02°20'33" W for 24.13 feet; thence S 87°26'47" W for 62.28 feet; thence N 02°33'13" W for 39.61 feet; thence N 87°26'47" E for 41.45 feet; thence N 02°33'13" W for 42.01 feet; thence S 87°26'47" W for 120.69 feet; thence S 02°33'13" E for 33.67 feet; thence S 42°26'47" W for 16.77 feet; thence S 87°26'47" W for 63.18 feet; thence S 02°40'32" E for 210.19 feet; thence S 69°21'03" W for 52.68 feet; thence S 00°35'40" W for 66.67 feet; thence S 45°59'34" E for 61.79 feet; thence N 87°27'33" E for 35.71 feet; thence S 02°57'10" E for 74.43 feet; thence S 21°07'43" W for 8.51 feet; thence N 87°20'20" E for 20.53 feet; thence N 02°39'40" W for 100.00 feet; thence S 87°20'20" W for 1.67 feet; thence N 02°39'40" W for 26.70 feet; thence N 87°20'20" E for 3.66 feet; thence N 42°20'20" E for 23.73 feet; thence N 02°39'40" W for 3.16 feet; thence N 87°20'20" E for 66.01 feet; thence S 02°39'40" E for 5.67 feet; thence N 87°20'20" E for 12.38 feet; thence S 02°39'40" E for 3.83 feet; thence N 87°20'20" E for 52.75 feet; thence N 02°39'40" W for 3.83 feet; thence N 87°20'20" E for 12.38 feet; thence N 02°39'40" W for 3.50 feet; thence N 87°20'20" E for 59.00 feet; thence N 02°39'40" W for 5.08 feet; thence N 87°20'20" E for 12.23 feet; thence N 42°20'20" E for 36.63 feet; thence N 02°39'40" W for 12.23 feet; thence N 87°20'20" E for 5.08 feet; thence N 02°39'40" W for 55.00 feet; thence N 87°20'20" E for 2.67 feet; thence N 02°39'40" W for 52.75 feet; thence S 87°20'20" W for 2.67 feet; thence N 02°39'40" W for 37.22 feet; thence N 87°20'20" E for 25.34 feet; thence N 02°39'40" W for 26.76 feet; thence S 87°26'47" W along the exterior boundary line of said Tract B-10 for 77.46 feet to the Point of Beginning.

AND

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the most Northerly corner of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92 of said Public Records of Miami-Dade County, Florida, the following four (4) courses being along the exterior boundary line of said Tract B-10; 1) thence S 47°08'16" E for 193.28 feet; 2) thence S 69°22'04" E for 60.00 feet to a point curvature; 3) thence Southeasterly along a 400.00 foot radius curve leading to the right through a central angle of 25°40'53" for an arc distance of 179.29 feet to the Point of Beginning; 4) thence continue Southeasterly along said 400.00 foot radius curve leading to the right through a central angle of 8°49'31" for an arc distance of 68.59 feet; thence N 48°35'47" E for 7.26 feet; thence N 41°24'13" W for 68.44 feet; thence S 48°35'47" W for 4.11 feet to the Point of Beginning.

SURVEYOR'S NOTES:

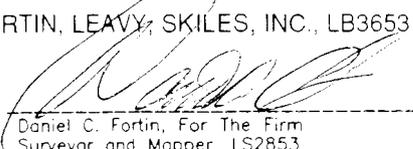
- This site lies in Section 3, Township 52 South, Range 42 East and Section 34, Township 51 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on April 9, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

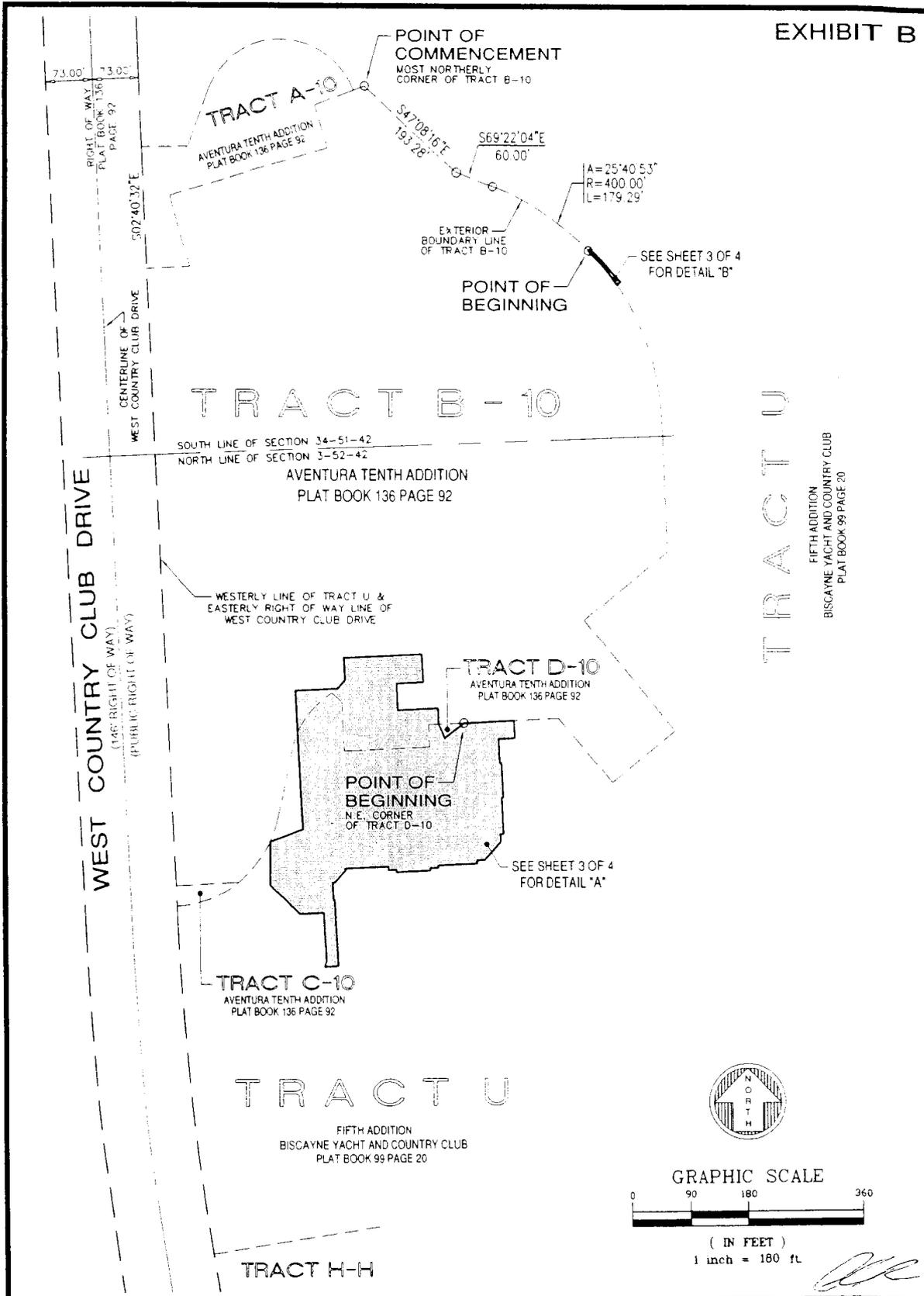
"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: 
 Daniel C. Fortin, For The Firm
 Surveyor and Mapper, LS2853
 State of Florida.

Drawn By	MAP	LEGAL DESCRIPTION, NOTES & CERTIFICATION	Date	4/9/15
Cad. No.	081221		Scale	NOT TO SCALE
Ref. Dwg.	2011-025		Job No.	150445
Plotted:	4/9/15 11:00a		Dwg No.	1015-037-B
FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida, 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com			Sheet	1 of 4

EXHIBIT B



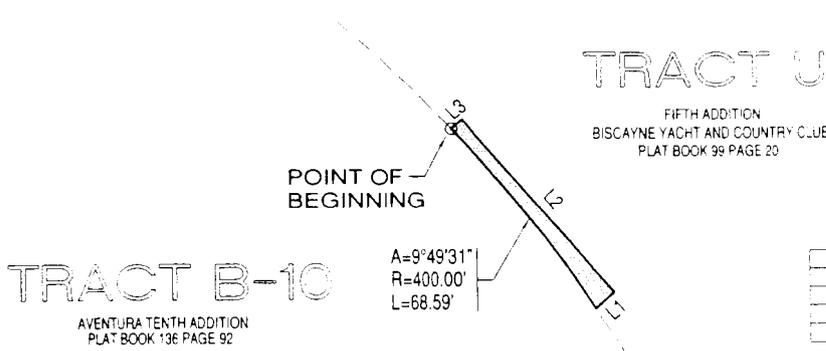
Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	1"=180'
Job. No.	150445
Dwg. No.	1015-037-B
Sheet	2 of 4

EXHIBIT B



TRACT U

FIFTH ADDITION
BISCAYNE YACHT AND COUNTRY CLUB
PLAT BOOK 99 PAGE 20

TRACT B-10

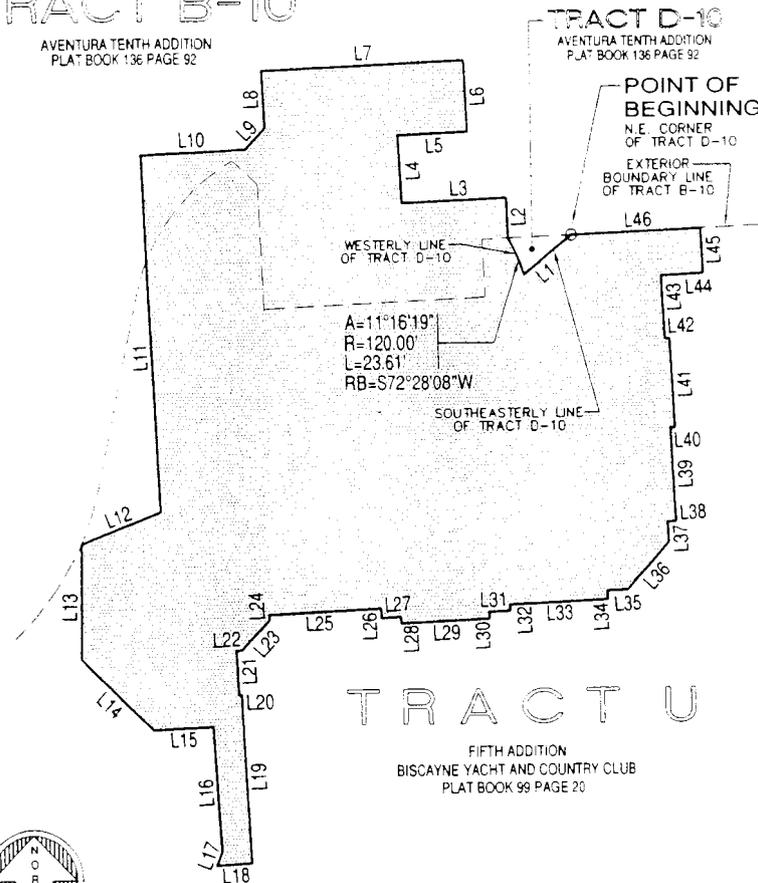
AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.26	N48°35'47"E
L2	68.44	N41°24'30"W
L3	4.17	S46°35'47"W

DETAIL "B"

TRACT B-10

AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92



TRACT D-10

AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92

POINT OF BEGINNING
N.E. CORNER
OF TRACT D-10

EXTERIOR
BOUNDARY LINE
OF TRACT B-10

A=11°16'19"
R=120.00
L=23.61
RB=S72°28'08"W

TRACT U

FIFTH ADDITION
BISCAYNE YACHT AND COUNTRY CLUB
PLAT BOOK 99 PAGE 20

LINE TABLE		
LINE	LENGTH	BEARING
L1	36.81	S50°38'09"W
L2	24.13	N02°20'33"W
L3	62.28	S87°26'47"W
L4	39.61	N02°33'13"W
L5	41.45	N87°26'47"E
L6	42.01	N02°33'13"W
L7	120.63	S87°26'47"W
L8	33.67	S02°33'13"E
L9	16.77	S42°26'47"W
L10	53.81	S87°26'47"W
L11	210.19	S02°40'32"E
L12	52.68	S69°21'03"W
L13	66.67	S00°35'40"W
L14	61.79	S45°59'34"E
L15	35.71	N87°27'33"E
L16	74.43	S02°57'10"E
L17	8.51	S21°07'43"W
L18	20.53	N87°20'20"E
L19	190.00	N02°39'40"W
L20	1.67	S87°20'20"W
L21	26.70	N02°39'40"W
L22	3.66	N87°20'20"E
L23	23.72	N42°20'20"E
L24	3.16	N02°39'40"W
L25	66.01	N87°20'20"E
L26	5.67	S02°39'40"E
L27	12.38	N87°20'20"E
L28	3.93	S02°39'40"E
L29	52.75	N87°20'20"E
L30	3.63	N02°39'40"W
L31	12.38	N87°20'20"E
L32	3.50	N02°39'40"W
L33	59.00	N87°20'20"E
L34	5.08	N02°39'40"W
L35	12.23	N87°20'20"E
L36	36.63	N42°20'20"E
L37	12.23	N02°39'40"W
L38	5.08	N87°20'20"E
L39	55.00	N02°39'40"W
L40	2.67	N87°20'20"E
L41	52.75	N02°39'40"W
L42	2.67	S87°20'20"W
L43	37.22	N02°39'40"W
L44	25.34	N87°20'20"E
L45	26.76	N02°39'40"W
L46	77.45	S87°26'47"W

DETAIL "A"

Drawn By MAP

Cad. No. 081221

Ref. Dwg 2011-025

Plotted: 4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@fissurvey.com

Date 4/9/15

Scale NOT TO SCALE

Job. No. 150445

Dwg. No 1015-037-B

Sheet 3 of 4

EXHIBIT B



Drawn By	MAP
Cad No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

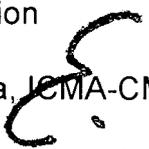
Date	4/9/15
Scale	NOT TO SCALE
Job No.	150445
Dwg No.	1015-037-B
Sheet	4 of 4

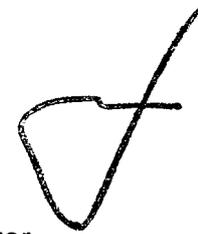
CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY: Joanne Carr, AICP 
Community Development Director 

DATE: May 11, 2015

SUBJECT: Application by TB Isle Resort, LP for amendments of the Official Zoning Map of the City of Aventura by amending the zoning designation for a parcel of land on West Country Club Drive totaling 2.111 acres from B2, Community Business District, to ROS, Recreation Open Space and by amending the zoning designation for a second parcel of land on West Country Club Drive totaling 2.111 acres from ROS, Recreation Open Space to B2, Community Business District (01 & 02-REZ-15)

June 2, 2015 Local Planning Agency Agenda Item 4B
June 2, 2015 City Commission Meeting Agenda Item 7B
July 7, 2015 City Commission Meeting Agenda Item 8B

RECOMMENDATION

It is recommended that the City Commission:

1. Approve an amendment to the Official Zoning Map of the City of Aventura by amending the zoning designation for a parcel of land described in Exhibit "A" to this report totaling 2.111 acres from B2, Community Business District to ROS, Recreation Open Space; and
2. Approve an amendment to the Official Zoning Map of the City of Aventura by amending the zoning designation for a parcel of land described in Exhibit "B" to this report totaling 2.111 acres from ROS, Recreation Open Space to B2, Community Business District; and
3. Approve the Fourth Amendment to the "Restrictions for Biscayne Village, Dade County, Florida" relating to the golf course and country club parcels and

4. Accept the Declaration Restrictions for site improvements and for height restriction on the proposed ROS, Recreation Open Space District parcel, as proffered by the applicant.

THE REQUEST

The applicant, TB Isle Resort, LP, is requesting two amendments to the Official Zoning Map to allow an exchange of future land use designation on parcels totaling 2.111 acres each on West Country Club Drive. The northerly parcel (the “North Parcel”) is requested to be changed from Recreation Open Space (ROS) District to Community Business (B2) District and the southerly parcel (the “South Parcel”) is requested to be changed from Community Business (B2) District to Recreation Open Space (ROS) District to facilitate redevelopment of the resort. A concurrent application to amend the future land use map to exchange future land use designations has also been submitted by the owner. (See Exhibit #1 for Letter of Intent)

BACKGROUND

OWNER OF PROPERTY	TB Isle Resort, LP
NAME OF APPLICANT	TB Isle Resort, LP
LOCATION OF PROPERTY	19999 West Country Club Drive See Exhibit #2 for Location Map See Exhibit #3 for Parcel Locations
SIZE OF PROPERTY	North Parcel: 2.111 acres South Parcel: 2.111 acres
PROPERTY DESCRIPTION	See Exhibit “A” for South Parcel Description See Exhibit “B” for North Parcel Description

DESCRIPTION /BACKGROUND

The site owned by the applicant is comprised of the Turnberry Isle Resort and the Turnberry Golf Club on West Country Club Drive. The applicant requests an exchange of zoning on two parcels of land within the golf course and resort on West Country Club Drive to facilitate future redevelopment of the resort. The redevelopment plan contemplates a change in zoning from existing country club (B2) zoning to golf club (ROS) zoning and corresponding Parks and Recreation future land use designation. In turn, an equal area of land that is currently zoned golf club (ROS) is proposed to be rezoned as country club (B2) and corresponding Business and Office future land use designation. The amount of land that is located in each future land use category and in each zoning category would not change, simply its location.

The North Parcel, shown on Exhibit "B", is the current location of the conference center entry, service road and waterfall. The South Parcel, shown on Exhibit "A", is the current location of the maintenance, laundry, nursery and storage area. The applicant requests the comprehensive plan amendments to allow rezoning of these Parcels from ROS to B2 and from B2 to ROS respectively to facilitate the proposed expansion of the resort.

The owner has submitted an application for administrative site plan approval which may be processed if the requested comprehensive plan amendment and concurrent rezoning applications are approved.

The existing uses on the Parcels comply with the uses permitted in the respective proposed zoning categories. The conference entry, service road and waterfall parcel located on the North Parcel to be changed from ROS to B2 are permitted uses in the B2 zone. The maintenance, laundry, nursery and storage area on the South Parcel proposed to be changed from B2 to ROS are accessory uses to the golf course which is a permitted use in the ROS zoning category.

HISTORY

The North Parcel was originally zoned B2, Community Business District, with a Business and Office future land use designation. The South Parcel was originally zoned ROS, Recreation Open Space District, with a Parks and Recreation future land use designation. In June of 2009, the applicant requested an exchange of comprehensive plan designation and zoning categories on parcels totaling 2.69 acres each, including the North and South Parcels, to facilitate development of a twelve story hotel on the South Parcel. This exchange was approved through Ordinances Nos. 2009-12 and 2009-13 passed by the City Commission on June 2, 2009. The hotel development was approved through Administrative Site Plan Approval issued October 28, 2013. This development did not occur and the applicant has proposed a revised plan to construct a two story conference center, demolish and expand one of the existing freestanding hotel buildings, construct a one story addition to the existing parking garage, expand the existing porte-cochere at the clubhouse building and construct one new nursery/maintenance building.

There is an existing Declaration of Restrictions dated May 21, 1970 affecting these Parcels. This declaration restricts the 241 acre, more or less, parcel designated as Tract AA on the original Land Allocation Map for Biscayne Village to golf course uses and the 16.5 acre, more or less, parcel designated as Tract S to country club uses. It further provides that these restrictions will continue for a period of 99 years unless released or revised by the Dade County Board of Commissioners with the consent of 75% of the property owners within the Biscayne Village subdivision and within 150 feet of the exterior boundaries of the subdivision. The City Commission of the City of Aventura is the successor to the Dade County Board of Commissioners.

The 1970 declaration of restrictions was amended on July 17, 1972 to reconfigure Tracts AA and S pursuant to resolutions of the Dade County Board of Commissioners.

A further amendment dated December 20, 1988 approved minor adjustments to the boundaries of Tract AA and confirmed the new legal description of the golf course and country club parcels. The 1988 reconfigured parcels were the same size as those approved in the 1970 declaration.

A third amendment to the Declaration of Restrictions was recorded on March 22, 2010 as part of the future land use and zoning changes approved by the City Commission in June, 2009. The third amendment acknowledged the reconfiguration of the boundary of the golf course and country club and confirmed that the area in each use is 241 acres, more or less and 16.5 acres, more or less, respectively, in compliance with the terms of the original Declaration. The third amendment also confirmed that all conditions of the previous Declaration remain the same and in full force and effect.

A fourth amendment to the Declaration of Restrictions has been added as a condition of approval of this application. The Fourth Amendment to Restrictions will describe the new parcel boundaries and will confirm that the size of the golf course and resort parcels remain the same as required by the 1970 restriction at 241 acres, more or less and 16.5 acres, more or less, respectively. The amended restriction will also confirm that all of the terms and conditions of the original restrictions in 1970 as amended in 1972, in 1988 and in 2010 will remain in full force and effect. The Declaration will be submitted by the applicant to the City Manager and City Attorney for review and will be presented for approval by the City Commission at the public hearing for second reading of the rezoning ordinance.

As part of the 2009 rezonings, the applicant proffered site improvements on the nursery/maintenance/storage parcel, which is the South Parcel shown on Exhibit "A" to this application. Those improvements included relocation of trash enclosure and relocation of heavy equipment and stored materials farther to the north of the abutting residential development, trimming of the Australian Pines along the westerly boundary and construction of a six foot high metal picket fence along the west and south boundary. The owner also agreed to locate any future structures on this parcel at least twenty feet from the property's south boundary, or the applicable setback under the proposed B2, Community Business zoning district and not to seek any variance to that setback. These proffers were recorded through a Declaration of Restrictions at Official Records Book 27223, Pages 0031-46 in the Public Records of Miami-Dade County, Florida. The relocation and tree trimming was completed. The applicant requested that the fence requirement be deleted because it was contemplating new development plans.

The current zoning on the South Parcel, shown in Exhibit "A" to this report, is B2, Community Business District. The Turnberry on the Green residential development abuts to the south. The B2 zoning district requires a twenty foot wide side setback from a residential zone. The B2 zoning district also provides that height is restricted to one foot in height for each two feet in distance from a residential zone for the first two hundred feet from the residential zone, with a twenty-five foot minimum height. For example, if a building was to be built on the South parcel with its current B2 zoning, with

the required twenty foot wide setback, the portion of the building at that setback would have a maximum height would be twenty-five feet. The portion of the building at one hundred foot setback would be fifty feet high. Any portion of the building lying two hundred or more feet from the residential zone is permitted a maximum height of one hundred and twenty feet in height.

The South Parcel is now proposed to be rezoned from B2 to ROS, Recreation Open Space District. The ROS district requires the same twenty foot wide setback to the residential zone, but allows a maximum height of 5 stories or 60 feet, where the B2 zone would have allowed a maximum height of 25 feet.

The applicant has proffered a revised Declaration of Restrictions for site improvements with this application to confirm that the Australian Pine trees will be removed and that a wall and landscaping, similar in design to the existing wall and landscaping on the perimeter of the resort, will be constructed along the westerly boundary of the South Parcel. This will also be included as a condition of approval of the administrative site plan review. The applicant has further proffered to construct a minimum six foot high green metal picket fence along the southerly boundary of the golf course parcel on the Lehman Causeway frontage road and to maintain building height restrictions on the South Parcel similar to the B2 zoning site development criteria next to the Turnberry on the Green residential development. The Declaration of Restrictions will be submitted by the applicant for review by the City Manager and Attorney and will be presented to the City Commission for approval at the public hearing for second reading of the rezoning ordinance.

ANALYSIS

I. South Parcel (described in Exhibit "A" to this application)

Future Land Use Designation

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

Zoning

Subject Property:	B2, Community Business District
Properties to the North:	B2, Community Business District and ROS, Recreation Open Space District
Properties to the South:	RMF4, Multifamily High Density Residential District
Properties to the East:	ROS, Recreation Open Space
Properties to the West:	B2, Community Business District

Existing Land Use

Subject property: nursery/maintenance/storage area
Properties to the North: service road, surface parking, parking garage
Properties to the South: residential condominium
Properties to the East: golf course
Properties to the West: regional mall

II. North Parcel (described in Exhibit “B” to this application)

Future Land Use Designation

Subject Property: Parks and Recreation
Properties to the North: Business and Office
Properties to the South: Business and Office and Parks and Recreation
Properties to the East: Business and Office
Properties to the West: Parks and Recreation

Zoning

Subject Property: ROS, Recreation Open Space District
Properties to the North: B2, Community Business District
Properties to the South: ROS, Recreation Open Space District
Properties to the East: B2, Community Business District
Properties to the West: ROS, Recreation Open Space District

Existing Land Use

Subject property: conference center entry, service road, waterfall
Properties to the North: resort and conference center
Properties to the South: golf course and maintenance/nursery/storage area
Properties to the East: golf course, conference center
Properties to the West: service road, surface parking, parking garage

Access – The Parcels front on West Country Club Drive. Access is existing to the Parcels.

Conformity to City Comprehensive Plan – The proposed rezoning is conditioned on approval of amendments to the Future Land Use Map of the Comprehensive Plan to change the future land use designation of the North Parcel from Parks and Recreation to Business and Office and to change the future land use designation of the South Parcel from Business and Office to Parks and Recreation respectively.

The following is staff's analysis of the proposed amendments to the Official Zoning Map using the standards for review in Section 31-77 of the Land Development Regulations:

I. Proposed amendment from ROS to B2 for North Parcel

1. *Whether or not the proposed amendment is consistent with goals, objectives and policies of the City's Comprehensive Plan.*

The proposed amendment will be consistent with goals, objectives and policies of the City's Comprehensive Plan provided the City Commission approves the concurrent applications for amendment to the future land use designations for these Parcels.

2. *Whether or not the proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.*

The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses. The Parcel is proposed to be added to the country club B2 zoning designation. The conference center entry, service road and waterfall are located on this Parcel and are part of the country club members' amenities. The nursery/maintenance/storage area will be incorporated into the adjacent ROS zone and will restrict future development in this area. There will be no net change in the amount of land in either the ROS or B2 zone.

3. *Whether or not the subject property is physically suitable for the uses permitted in the proposed district.*

The subject property is physically suitable for the uses permitted in the proposed district.

4. *Whether or not there are sites available in other areas currently zoned for such use.*

This criterion is not applicable to this application. The effect of the application will result in the same amount of B2 zoned land within the development.

5. *If applicable, whether or not the proposed change will contribute to redevelopment of an area in accordance with an approved redevelopment plan.*

The proposed change will contribute to redevelopment of the resort property as shown on a proposed redevelopment plan submitted to the City by the owner.

6. *Whether or not the proposed change would adversely affect traffic patterns or congestion.*

There will be no net increase in the size of B2 zoned land in this development.

Traffic volumes are expected to remain constant. Therefore, the proposed change would not adversely affect traffic patterns or congestion. Both a traffic study and queuing study will be required as part of the subsequent site plan approval application by this applicant to ensure that proper traffic related standards are met prior to development.

7. *Whether or not the proposed change would adversely impact population density such that the demand for water, sewers, streets, recreational areas and facilities, and other public facilities and services would be adversely affected.*

The proposed change will not adversely affect population density such that the demand for water, sewers, streets, and other public facilities and services would be adversely affected because the application proposes no increase in population.

8. *Whether or not the proposed change would have an adverse environmental impact on the vicinity.*

The proposed change will not have an adverse environmental impact on the vicinity.

9. *Whether or not the proposed change would adversely affect the health, safety, and welfare of the neighborhood or the City as a whole.*

The proposed change will not adversely affect the health, safety, and welfare of the neighborhood or the City as a whole. The resulting zoning designation will be the same as currently provided but in a slightly different location within the applicant's property.

II. Proposed amendment from B2 to ROS for the South Parcel

1. *Whether or not the proposed amendment is consistent with goals, objectives and policies of the City's Comprehensive Plan.*

The proposed amendment will be consistent with goals, objectives and policies of the City's Comprehensive Plan provided the City Commission approves the concurrent applications for amendment to the land use designations for these Parcels.

2. *Whether or not the proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.*

The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses. The existing resort buildings are immediately adjacent to the north. There is a three story parking garage that serves the Turnberry on the Green residential condominium building immediately adjacent to the south. The proposed rezoning of this Parcel from B2 to ROS will limit type of uses permitted on this area of the resort.

3. *Whether or not the subject property is physically suitable for the uses permitted in the proposed district.*

The subject property is physically suitable for the uses permitted in the proposed ROS zoning district.

4. *Whether or not there are sites available in other areas currently zoned for such use.*

This criterion is not applicable to this application. The effect of the application will result in the same amount of ROS zoned land within the development.

5. *If applicable, whether or not the proposed change will contribute to redevelopment of an area in accordance with an approved redevelopment plan.*

The proposed change will contribute to redevelopment of the resort property as shown on a proposed redevelopment plan submitted to the City by the owner.

6. *Whether or not the proposed change would adversely affect traffic patterns or congestion.*

There will be no net increase in the size of ROS zoned land in this development. Traffic volumes are expected to remain constant. Therefore, the proposed change would not adversely affect traffic patterns or congestion. . Both a traffic study and queuing study will be required as part of the subsequent site plan approval application by this applicant to ensure that proper traffic related standards are met prior to development.

7. *Whether or not the proposed change would adversely impact population density such that the demand for water, sewers, streets, recreational areas and facilities, and other public facilities and services would be adversely affected.*

The proposed change will not adversely affect population density such that the demand for water, sewers, streets, and other public facilities and services would be adversely affected because the application proposes no increase in population.

8. *Whether or note the proposed change would have an adverse environmental impact on the vicinity.*

The proposed change will not have an adverse environmental impact on the vicinity.

9. *Whether or not the proposed change would adversely affect the health, safety, and welfare of the neighborhood or the City as a whole.*

The proposed change will not adversely affect the health, safety, and welfare of the neighborhood or the City as a whole. The resulting zoning designation will be the

same as currently provided but in a slightly different location within the applicant's property.

School Impacts – The requested change in zoning designations do not require analysis for school impacts since both zoning categories are commercial and do not generate new students into the school system.

Site Improvement Proffer - The applicant has proffered site improvements to the existing golf course parcel and to the South Parcel, shown as Exhibit "A" to this application, proposed to be zoned ROS, Recreation Open Space District by way of recorded restriction. These improvements include construction of a minimum six foot high metal picket fence along the southern golf course property limit along the Lehman Causeway frontage road, in design similar to the fence at the City's Founder's Park, removal of the Australian Pines along the westerly boundary of the South Parcel, installation of a wall and landscaping on the western boundary of the South Parcel in design similar to the existing wall and landscaping on the northerly portion of the resort. In addition to the site improvements, the restrictions include a prohibition of setback variances and maximum height restriction for future redevelopment on the proposed South Parcel to assure the neighboring residential property that required setbacks and current permitted height will be maintained.



BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: (305) 377-6238
E-Mail: mmarrero@BRZoningLaw.com

VIA HAND DELIVERY

April 17, 2015

Joanne Carr, Planning Director
City of Aventura
19200 West Country Club Drive, 4th Floor
Aventura, Florida 33180



Re: 19999 West Country Club Drive; Zoning District Change and Comprehensive Land Use Amendment

Dear Joanne:

This law firm represents TB Isle Resort, LP with regard to the improvements and redevelopment of the Turnberry Isle Miami at 19999 West Country Club Drive (the "Property"). This letter shall serve as the Applicant's letter of intent to rezone and redesignate a portion of the Property from ROS / Parks and Recreation to B2 / Business and Office; and to rezone and redesignate an equal portion of B2 / Business and Office area to ROS / Parks and Recreation. These zoning and CDMP amendments are part of the redevelopment of the Property.

The plan for the redevelopment of the country club/golf course includes a change in the zoning from existing country club (B2) area to the ROS zoning district and Parks and Recreation designation on the City's Future Land Use Map. In turn, certain areas that are zoned ROS and designated Parks & Recreation would become part of the B2 zoning district and Business and Office designation on the City's Future Land Use Map. The amount of land that is located in each zoning district would not change, simply its location.

Section 31-148 of the City Code states that the ROS District "is intended to provide for the recreation and open space needs of the City." Pools and tennis courts certainly contribute to the recreational needs of the City, and thus are in the spirit of the ROS District. Furthermore, the following uses are explicitly permitted in the ROS District:

Exhibit 1
01 & 02-REZ-15

- a. Open space and passive recreational areas;
- b. Golf course;
- c. Boat ramps and docks;
- d. Outdoor cultural, educational and civic facilities;
- e. Parks;
- f. Waterways; and
- g. Uses accessory to any of the above uses when located on the same plot.

There is no detailed description of "parks" in the Use Regulations of the ROS District, nor is it defined in the City's land development regulations. However, common sense dictates that parks are intended to include tennis courts and pools, as a permitted uses. Nevertheless, at a minimum, they should both be considered accessory uses to parks and golf courses.

(1) The proposed amendment is consistent with goals, objectives and policies of the City's Comprehensive Plan.

The proposed change will not be inconsistent with the goals, objectives and policies of the City's Comprehensive Plan. There will be no net change in the amount of land for either zoning district.

(2) The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.

There Property is already zoned a combination of B2 and ROS, and there additional lands surrounding the Property that are zoned B2 and ROS. Furthermore, since the resulting areas of each zoning district on the Property will be the same as prior to the amendment, the change is certainly compatible.

(3) The subject property is physically suitable for the uses permitted in the proposed district.

Although there has not yet been a site plan associated with this application, the anticipated uses permitted in the proposed districts are, not only physically suitable but, compatible and associated with the existing use on the Property.

(4) There are sites available in other areas currently zoned for such use.

Not applicable. The effect of this application will result in the same amount of Parks and Recreation / ROS and Business and Office / B2 land.

(5) If applicable, the proposed change will contribute to redevelopment of an area in accordance with an approved redevelopment plan.

The proposed change has been contemplated as an element of the ongoing Property redevelopment.

(6) The proposed change would adversely affect traffic patterns or congestion.

The proposed change will have no adverse traffic impact. Any additional traffic will be reviewed pursuant to a subsequent site plan application.

(7) The proposed change would adversely impact population density such that the demand for water, sewers, streets, recreational areas and facilities, and other public facilities and services would be adversely affected.

The application proposes no increase in population or overall changes in use.

(8) Whether the proposed change would have an adverse environmental impact on the vicinity.

There is not expected to be any environmental impact as a result of this application.

(9) Whether the proposed change would adversely affect the health, safety, and welfare of the neighborhood or the City as a whole.

The proposed change will not adversely affect the health, safety and welfare of the neighborhood or the City. Again, the resulting zoning and comprehensive plan designations will be the same as currently provided, but in slightly different locations within the Applicant's property.

Conclusion. The proposed amendments to the City's Future Land Use Map and the City's Zoning Map are part of the current development plan for the country club. As described in the foregoing letter, the net amount of ROS/Parks and Recreation and B2/Business and Office land will remain the same following

Ms. Joanne Carr
April 17, 2015
Page 4 of 4

these amendments, and it will all be retained on the Property. As such, we look forward to your positive review and recommendation of these applications. Please feel free to contact me regarding any comments or questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Marrero", written over a faint rectangular box.

Michael J. Marrero

cc: Ms. Joanne Carr, Planning Director
David Wolpin, City Attorney

BROWARD COUNTY
 DADE COUNTY

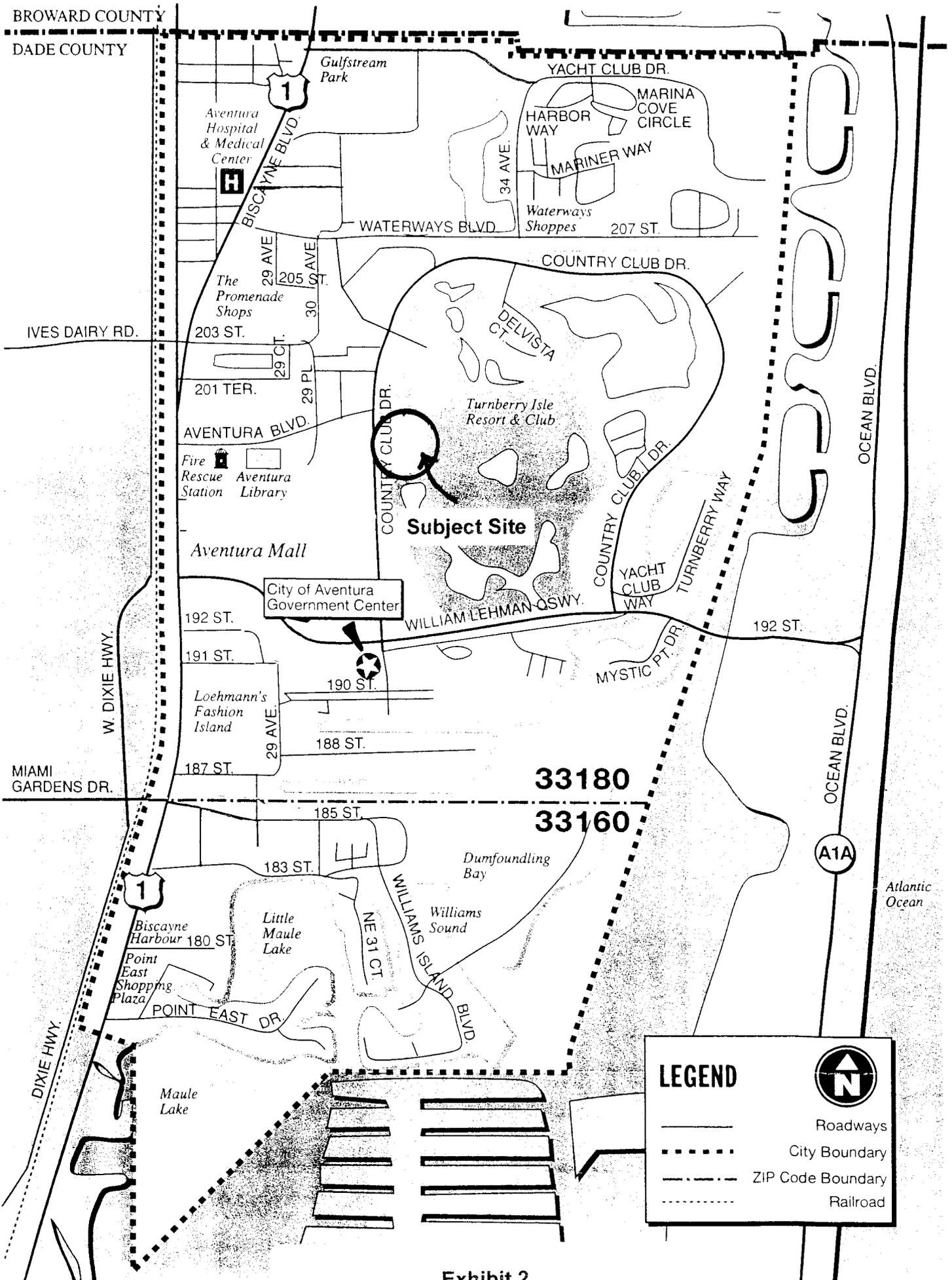
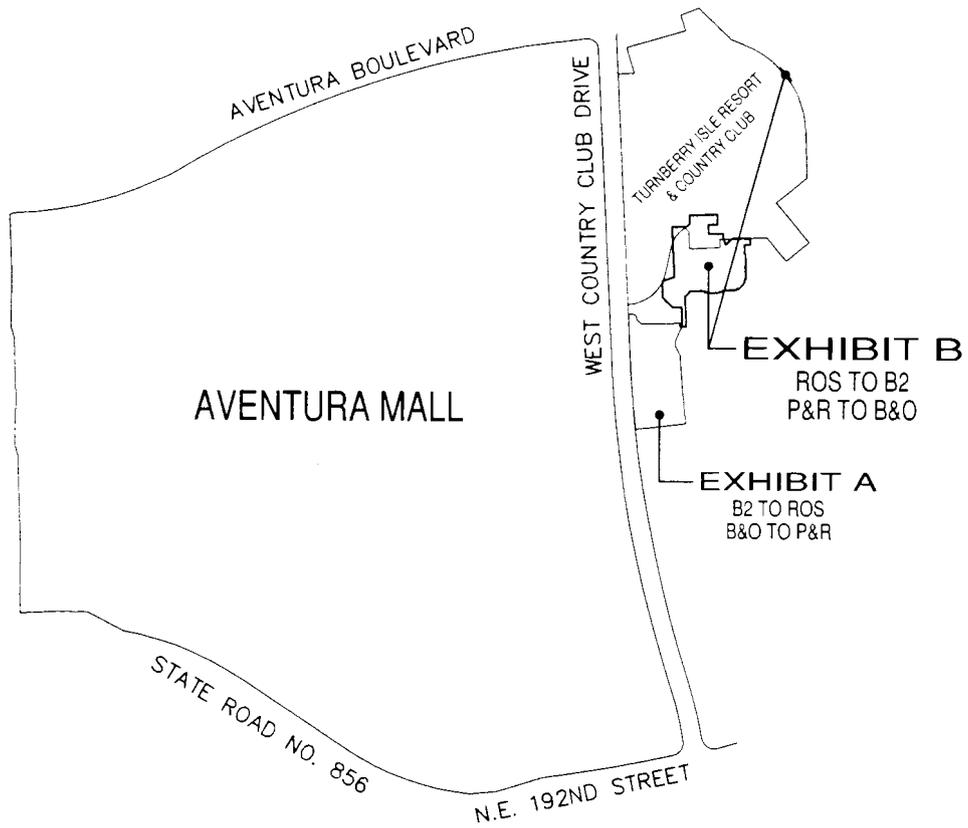


Exhibit 2
 01 & 02-REZ-15

Exhibit 3
01 & 02-REZ-15



Drawn By	MAP
Cad. No.	081221
Ref. Dwg	2011-025
Plotted:	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-B
Sheet	4 of 4

EXHIBIT A

LEGAL DESCRIPTION:

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of Tract H-H of said plat of FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB; thence N 81°00'38" E along the North line of said Tract H-H for 211.44 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 81°00'38" E; thence Northwesterly along a 4299.22 foot radius curve leading to the right through a central angle of 3°48'14" for an arc distance of 285.43 feet to a non-tangent point; thence N 28°44'32" W for 43.73 feet; thence N 03°20'32" W for 24.05 feet; thence N 21°07'43" E for 63.17 feet; thence S 87°20'20" W for 6.30 feet; thence N 02°39'40" W for 15.79 feet; thence S 87°20'20" W for 23.77 feet; thence S 42°20'20" W for 2.49 feet; thence S 87°20'23" W for 138.29 feet; thence N 47°39'40" W for 26.09 feet; thence N 02°39'40" W for 6.48 feet to a point of curvature; thence Northwesterly and Southwesterly along a 15.00 foot radius curve leading to the left through a central angle of 90°00'00" for an arc distance of 23.56 feet to a point of tangency; thence S 87°20'20" W for 17.99 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 87°09'27" E; thence Southeasterly along the Westerly line of said Tract U and Easterly right of way line of West Country Club Drive, also being a 4510.66 foot radius curve leading to the left through a central angle of 6°08'49" for an arc distance of 483.92 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 3, Township 52 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on April 8, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

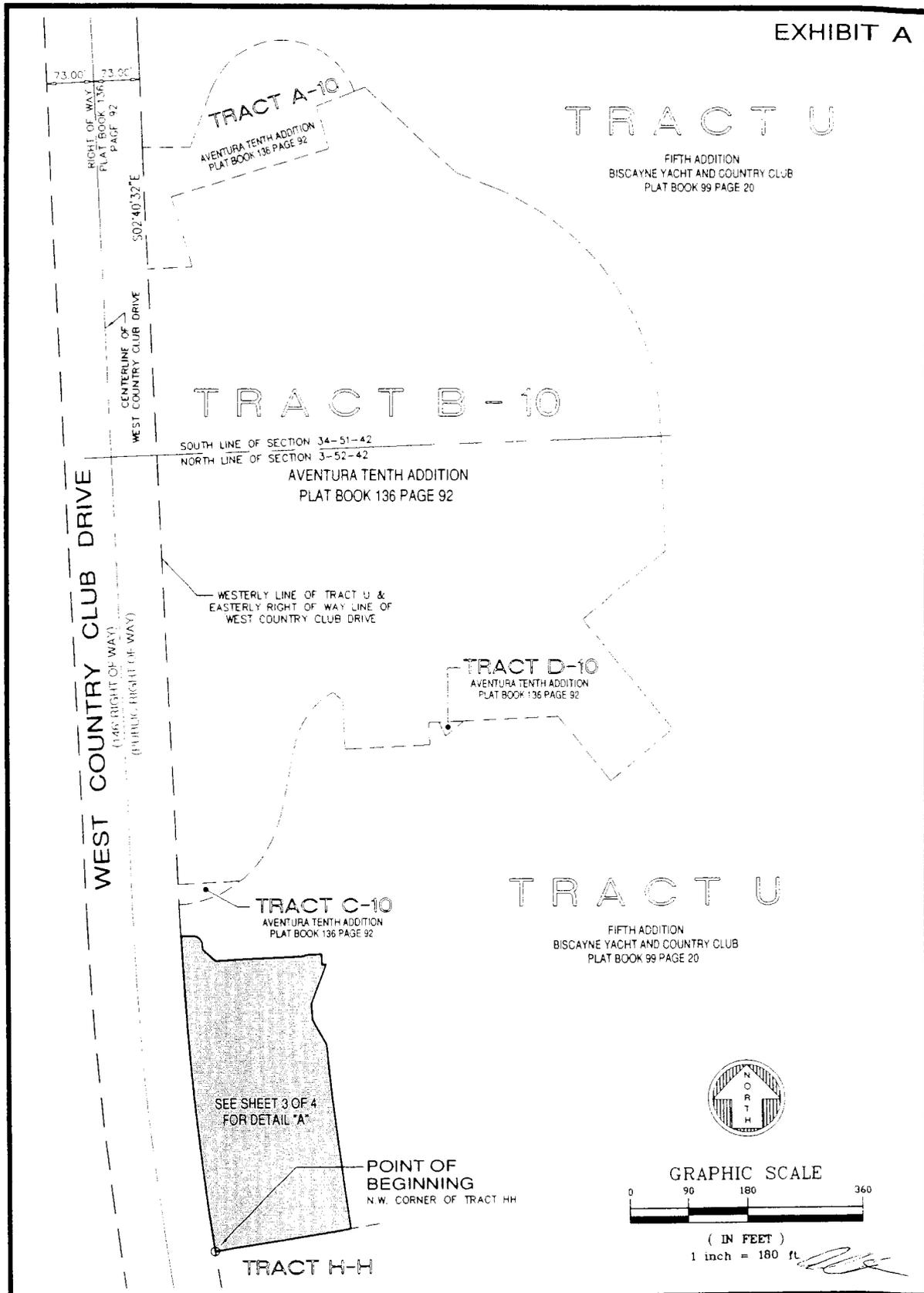
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____

Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

Drawn By MAP Cad No 081221 Ref Dwg. 2011-025 Plotted. 4/9/15 11:00a	LEGAL DESCRIPTION, NOTES & CERTIFICATION FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	Date 4/9/15 Scale NOT TO SCALE Job. No 150445 Dwg. No. 1015-037-A Sheet 1 of 4
--	---	---



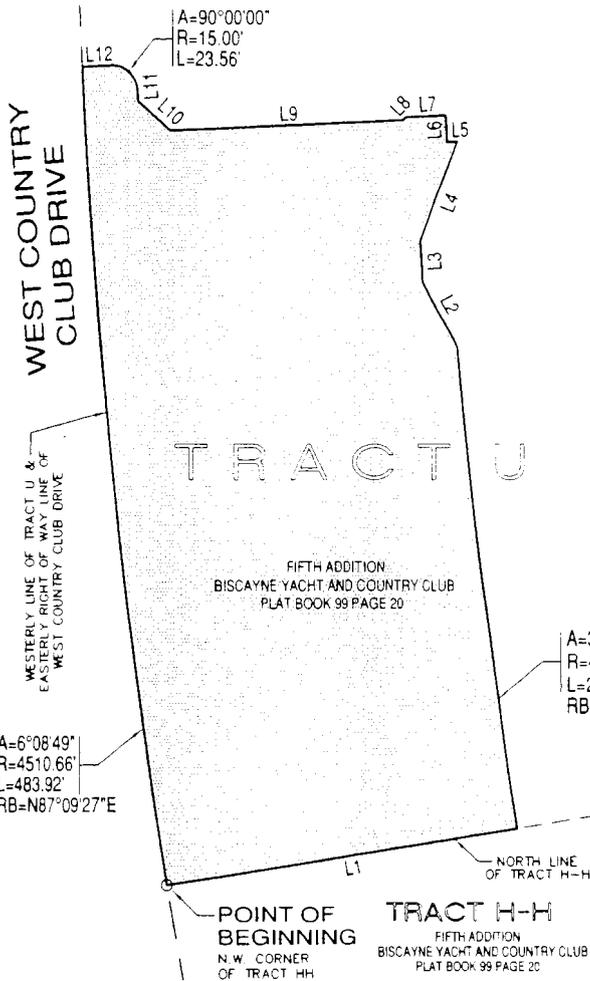
Drawn By	MAP
Cad. No.	081221
Ref. Dwg	2011-025
Plotted:	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	4/9/15
Scale	1"=180'
Job. No.	150445
Dwg. No.	1015-037-A
Sheet	2 of 4

EXHIBIT A



LINE TABLE		
LINE	LENGTH	BEARING
L1	21.44	N81°00'38"E
L2	43.73	N28°44'32"W
L3	24.05	N03°20'32"W
L4	63.17	N21°07'43"E
L5	6.30	S87°20'20"W
L6	15.79	N02°39'40"W
L7	23.77	S87°20'20"W
L8	2.49	S42°20'20"W
L9	138.29	S87°20'23"W
L10	26.09	N47°39'40"W
L11	6.46	N02°39'40"W
L12	17.99	S87°20'20"W



DETAIL "A"

Drawn By MAP
 Cad No. 081221
 Ref. Dwg. 2011-025
 Plotted: 4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date 4/9/15
 Scale NOT TO SCALE
 Job No. 150445
 Dwg. No. 1015-037-A
 Sheet 3 of 4

EXHIBIT A



A handwritten signature in the bottom right corner of the map area.

Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00c

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job No.	150445
Dwg. No.	1015-037-A
Sheet	4 of 4

LEGAL DESCRIPTION:

EXHIBIT B

A portion of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92, and a portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20, both of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Tract D-10 of said plat of AVENTURA TENTH ADDITION; thence S 50°38'09" W along the Southeasterly line of said Tract D-10 for 36.81 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 72°28'08" W; thence Northwesterly along the Westerly line of said Tract D-10, also being a 120.00 foot radius curve leading to the left through a central angle of 11°16'19" for an arc distance of 23.61 feet to a non-tangent point; thence N 02°20'33" W for 24.13 feet; thence S 87°26'47" W for 62.28 feet; thence N 02°33'13" W for 39.61 feet; thence N 87°26'47" E for 41.45 feet; thence N 02°33'13" W for 42.01 feet; thence S 87°26'47" W for 120.69 feet; thence S 02°33'13" E for 33.67 feet; thence S 42°26'47" W for 16.77 feet; thence S 87°26'47" W for 63.18 feet; thence S 02°40'32" E for 210.19 feet; thence S 69°21'03" W for 52.68 feet; thence S 00°35'40" W for 66.67 feet; thence S 45°59'34" E for 61.79 feet; thence N 87°27'33" E for 35.71 feet; thence S 02°57'10" E for 74.43 feet; thence S 21°07'43" W for 8.51 feet; thence N 87°20'20" E for 20.53 feet; thence N 02°39'40" W for 100.00 feet; thence S 87°20'20" W for 1.67 feet; thence N 02°39'40" W for 26.70 feet; thence N 87°20'20" E for 3.66 feet; thence N 42°20'20" E for 23.73 feet; thence N 02°39'40" W for 3.16 feet; thence N 87°20'20" E for 66.01 feet; thence S 02°39'40" E for 5.67 feet; thence N 87°20'20" E for 12.38 feet; thence S 02°39'40" E for 3.83 feet; thence N 87°20'20" E for 52.75 feet; thence N 02°39'40" W for 3.83 feet; thence N 87°20'20" E for 12.38 feet; thence N 02°39'40" W for 3.50 feet; thence N 87°20'20" E for 59.00 feet; thence N 02°39'40" W for 5.08 feet; thence N 87°20'20" E for 12.23 feet; thence N 42°20'20" E for 36.63 feet; thence N 02°39'40" W for 12.23 feet; thence N 87°20'20" E for 5.08 feet; thence N 02°39'40" W for 55.00 feet; thence N 87°20'20" E for 2.67 feet; thence N 02°39'40" W for 52.75 feet; thence S 87°20'20" W for 2.67 feet; thence N 02°39'40" W for 37.22 feet; thence N 87°20'20" E for 25.34 feet; thence N 02°39'40" W for 26.76 feet; thence S 87°26'47" W along the exterior boundary line of said Tract B-10 for 77.46 feet to the Point of Beginning.

AND

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the most Northerly corner of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92 of said Public Records of Miami-Dade County, Florida, the following four (4) courses being along the exterior boundary line of said Tract B-10; 1) thence S 47°08'16" E for 193.28 feet; 2) thence S 69°22'04" E for 60.00 feet to a point curvature, 3) thence Southeasterly along a 400.00 foot radius curve leading to the right through a central angle of 25°40'53" for an arc distance of 179.29 feet to the Point of Beginning; 4) thence continue Southeasterly along said 400.00 foot radius curve leading to the right through a central angle of 9°49'31" for an arc distance of 68.59 feet; thence N 48°35'47" E for 7.26 feet; thence N 41°24'13" W for 68.44 feet; thence S 48°35'47" W for 4.11 feet to the Point of Beginning.

SURVEYOR'S NOTES:

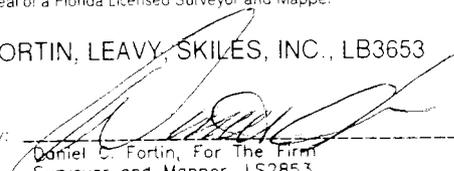
- This site lies in Section 3, Township 52 South, Range 42 East and Section 34, Township 51 South, Range 42 East, City of Aventura, Miami-Dade County, Florida
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on April 9, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: 
 Daniel C. Fortin, For The Firm
 Surveyor and Mapper, LS2853
 State of Florida.

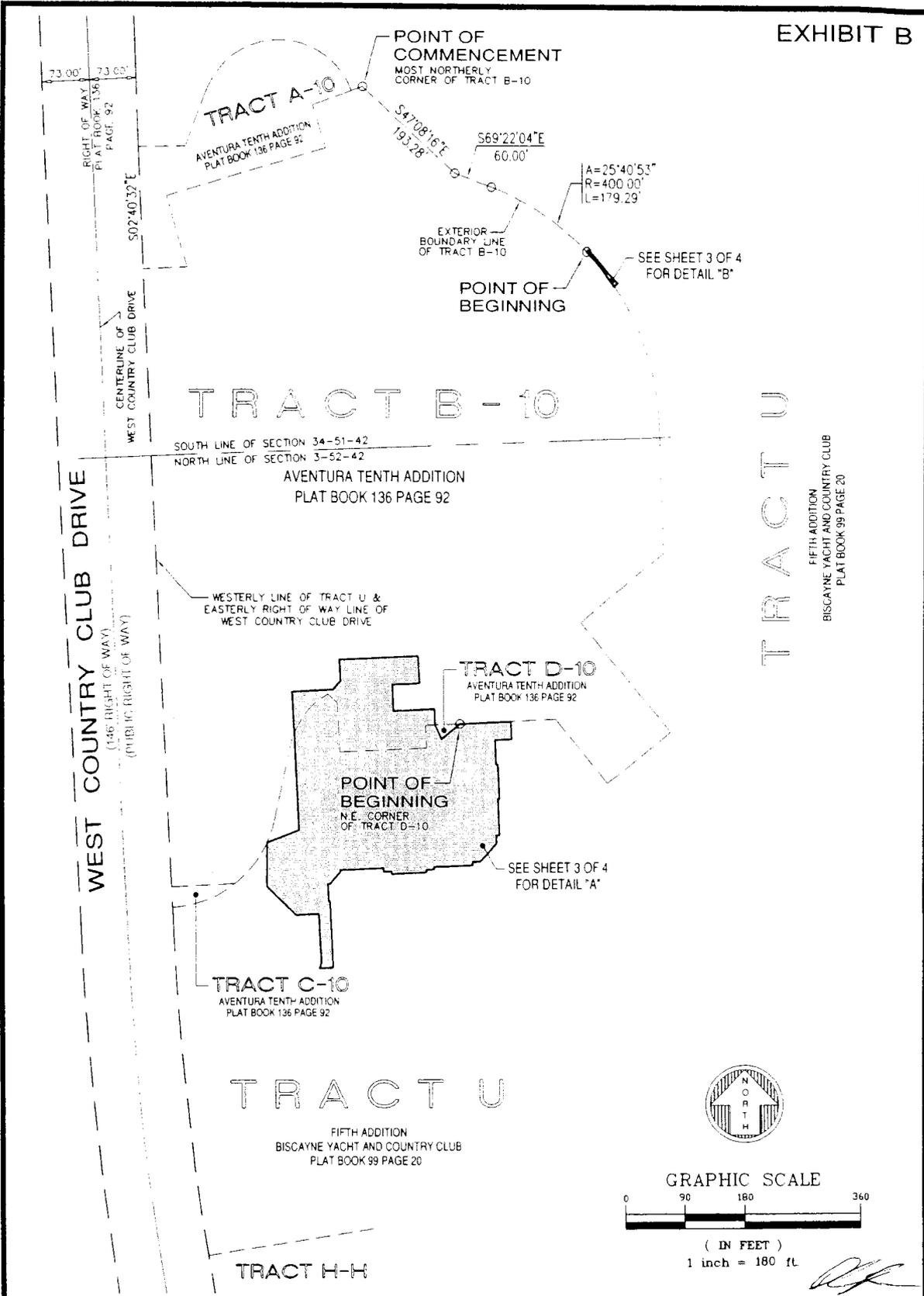
Drawn By	MAP
Cad. No.	08:221
Ref. Dwg.	2011-025
Plotted	4/9/15 11:00a

LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 00003653
 180 Northeast 168th Street / North Miami Beach, Florida, 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job No.	150445
Dwg. No.	1015-037-B
Sheet	1 of 4

EXHIBIT B



Drawn By	MAP
Cad. No	081221
Ref. Dwg	2011-025
Plotted:	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida, 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	4/9/15
Scale	1"=180'
Job No.	150445
Dwg. No.	1015-037-B
Sheet	2 of 4

EXHIBIT B

TRACT B-10

AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92



TRACT U

FIFTH ADDITION
BISCAYNE YACHT AND COUNTRY CLUB
PLAT BOOK 99 PAGE 20

POINT OF BEGINNING

A=9°49'31"
R=400.00'
L=68.59'

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.26'	N48°35'47"E
L2	68.44'	S41°24'13"W
L3	4.11'	S48°35'47"W

DETAIL "B"

TRACT B-10

AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92



TRACT D-10

AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92

POINT OF BEGINNING
N.E. CORNER
OF TRACT D-10

WESTERLY LINE
OF TRACT D-10

A=11°16'19"
R=120.00'
L=23.61'
RB=S72°28'08"W

SOUTHEASTERLY LINE
OF TRACT D-10

EXTERIOR
BOUNDARY LINE
OF TRACT B-10

LINE TABLE		
LINE	LENGTH	BEARING
L1	36.81'	S50°38'08"W
L2	24.13'	N02°20'33"W
L3	62.28'	S87°26'47"W
L4	39.61'	N02°33'13"W
L5	41.45'	N87°26'47"E
L6	42.01'	N02°33'13"W
L7	120.69'	S87°26'47"W
L8	33.67'	S02°33'13"E
L9	16.77'	S42°26'47"W
L10	63.18'	S87°26'47"W
L11	210.19'	S02°40'32"E
L12	52.68'	S69°21'03"W
L13	66.67'	S00°35'40"W
L14	61.79'	S45°59'34"E
L15	35.71'	N87°27'33"E
L16	74.43'	S02°57'10"E
L17	8.51'	S21°07'43"W
L18	20.53'	N87°20'20"E
L19	100.00'	N02°39'40"W
L20	1.67'	S87°20'20"W
L21	26.70'	N02°39'40"W
L22	3.66'	N87°20'20"E
L23	23.73'	N42°20'20"E
L24	3.16'	N02°39'40"W
L25	66.01'	N87°20'20"E
L26	5.67'	S02°39'40"E
L27	12.38'	N87°20'20"E
L28	3.83'	S02°39'40"E
L29	52.79'	N87°20'20"E
L30	3.83'	N02°39'40"W
L31	12.38'	N87°20'20"E
L32	3.50'	N02°39'40"W
L33	59.00'	N87°20'20"E
L34	5.08'	N02°39'40"W
L35	12.23'	N87°20'20"E
L36	36.63'	N42°20'20"E
L37	12.23'	N02°39'40"W
L38	5.08'	N87°20'20"E
L39	55.00'	N02°39'40"W
L40	2.67'	N87°20'20"E
L41	52.75'	N02°39'40"W
L42	2.67'	S87°20'20"W
L43	37.22'	N02°39'40"W
L44	25.34'	N87°20'20"E
L45	26.76'	N02°39'40"W
L46	77.46'	S87°26'47"W

DETAIL "A"

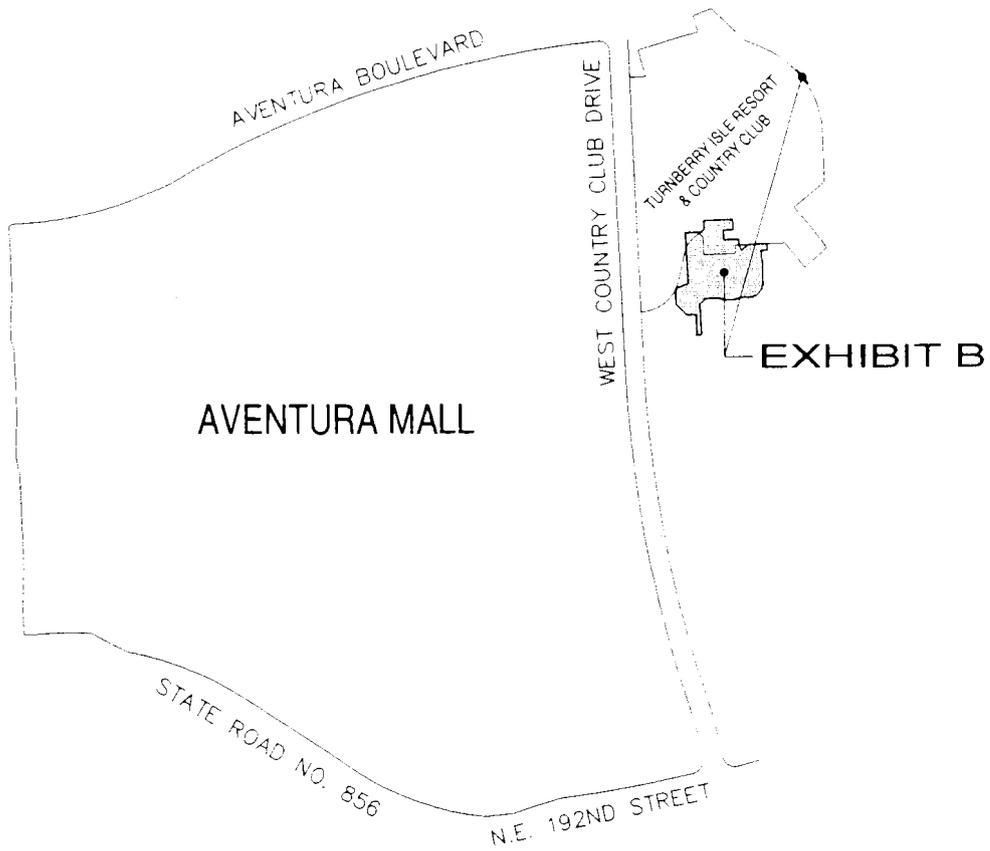
Drawn By	MAP
Cad No	081221
Ref. Dwg	2011-025
Plotted	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-B
Sheet	3 of 4

EXHIBIT B



Handwritten signature

Drawn By	MAP
Cad. No.	081221
Ref Dwg	2011-025
Plotted:	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida, 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job No	150445
Dwg No	1015-037-B
Sheet	4 of 4



APPLICANT REPRESENTATIVE AFFIDAVIT

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

Table with 2 columns: Name, Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc). Rows include Michael J. Marrero (Attorney), Jeff Berrow (Attorney), Thomas Checcka (Civil Engineer), Don Ferdin, Jr. (Surveyor), and Donald Wolfe (Architect).

(Attach Additional Sheets If Necessary)

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

WITNESS MY HAND THIS 18th DAY OF May 2005

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]
Name: Michael J. Marrero
Title: Attorney
Address: 200 S. Biscayne Blvd, #850 Miami, FL 33131

OWNER

By: X [Signature]
Name: Jonathan Kury
Title: General Counsel
Address: 19950 W Country Club Drive, 10th Floor Aventura, FL 33180

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared Jonathan Kury 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.

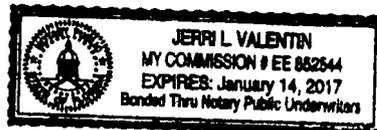
SWORN TO AND SUBSCRIBED BEFORE ME this 18th day of May 2005

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 declares 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 declares 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 18 DAY OF May 2008

APPLICANT:

By: [Signature] (Signature)
Name: Michael J. Morron (Print)
Title: Attorney (Print)

WITNESS MY HAND THIS 18 DAY OF May 2008

PROPERTY OWNER:

By: [Signature] (Signature)
Name: Jocelyn Eury (Print)
Title: Owner General Counsel (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 18 DAY OF May, 2005

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name Michael J. Moran (Print)

Title Attorney (Print)

By: [Signature] (Signature)

Name Jeff Bercew (Print)

Title Attorney (Print)

By: _____ (Signature)

Name _____ (Print)

Title _____ (Print)

By _____ (Signature)

Title _____ (Print)

Title _____ (Print)

By _____ (Signature)

Title _____ (Print)

Title _____ (Print)

By _____ (Signature)

Title _____ (Print)

Title _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name _____ (Print)

Title _____ (Print)

By _____ (Signature)

Title _____ (Print)

Title _____ (Print)

By _____ (Signature)

Title _____ (Print)

Title _____ (Print)

By _____ (Signature)

Title _____ (Print)

Title _____ (Print)

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

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



APPLICANT REPRESENTATIVE AFFIDAVIT

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

Name	Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc)
<u>Michael J. Murrers</u>	<u>Attorney</u>
<u>Jeff Berrow</u>	<u>Attorney</u>
<u>Thomas Checcka</u>	<u>Civil Engineer</u>
<u>Don Ferdin, Jr.</u>	<u>Surveyor</u>
<u>Donald Wolfe</u>	<u>Architect</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 18th DAY OF May, 2005

AUTHORIZED REPRESENTATIVE OF APPLICANT:

By: [Signature]
 Name: Michael J. Murrers
 Title: Attorney
 Address: 200 S. Biscayne Blvd # 850
Miami, FL 33131

OWNER

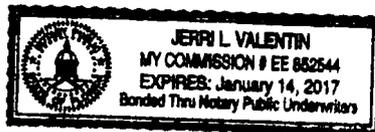
By: X [Signature]
 Name: Jonathan Kury
 Title: General Counsel
 Address: 19950 W Country Club Drive, 10th Floor
Aventura, FL 33180

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me the undersigned authority personally appeared JONATHAN KURY 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 18th day of May, 2005.

X [Signature]
 AFFIANT
[Signature]
 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)(i) of the City of Aventura Land Development Code. The undersigned Affiant hereby declares 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 declares 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 18 DAY OF May 2015

APPLICANT:

By: [Signature] (Signature)
Name: Michael J. Morron (Print)
Title: Attorney (Print)

WITNESS MY HAND THIS 18 DAY OF May 2015

PROPERTY OWNER:

By: [Signature] (Signature)
Name: Jeanette E. Kelly (Print)
Title: Owner, 6 Social Circle I (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 18 DAY OF May, 2005

REPRESENTATIVE (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: Michael J. Marro (Print)

Title: Attorney (Print)

By: [Signature] (Signature)

Name: Jeff Bercon (Print)

Title: Attorney (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

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

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: THOMAS CHECCA (Print)

Title: PROJECT ENGINEER (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

WITNESS MY HAND THIS 19 DAY OF MAY 2005

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

Name: DON WOLFE (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

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

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

NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Michael Morreo 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 18th day of May, 2005



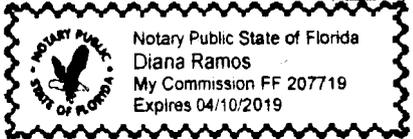
Notary Public State of Florida At Large
Diana Ramos
Printed Name of Notary
My commission expires: 4/10/19

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Jeffrey Brown 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 18th day of May, 2005



Notary Public State of Florida At Large
Diana Ramos
Printed Name of Notary
My commission expires: 4/10/19

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 DANIEL FORGIN 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.

[Handwritten Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18th day of MAY, 200 2015

[Handwritten Signature]
Notary Public State of Florida At Large
SUSAN P. PAT
Printed Name of Notary
My commission expires: 04-06-2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

Notary Public State of Florida At Large

Printed Name of Notary
My commission expires: _____

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 Thomas Checca 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.

Thomas Checca
AFFIANT



SWORN TO AND SUBSCRIBED before me this 18 day of May, 2001

Susan P. Kay
Notary Public State of Florida At Large
Printed Name of Notary: SUSAN P. KAY
My commission expires: 04-06-2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT: _____

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT: _____

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

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

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: _____

WITNESS MY HAND THIS 18th DAY OF MAY, 2015

REPRESENTATIVE: (Listed on Business Relationship Affidavit)

By: [Signature] (Signature)

By: _____ (Signature)

Name: DANIEL FORTIN JR (Print)

Name: _____ (Print)

Title: VP - FORTN LEAVY SKIFFS (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

By: _____ (Signature)

By: _____ (Signature)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

Title: _____ (Print)

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

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

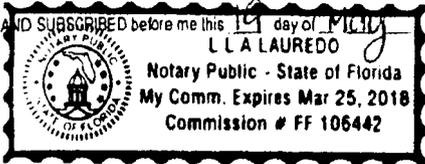
NOTARIZATION PROVISION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared Donald Weife 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.

Donald Weife
AFFIANT

SWORN TO AND SUBSCRIBED before me this 19 day of MAY, 20015



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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

AFFIANT

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

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

ORDINANCE NO. 2015- _____

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AVENTURA BY AMENDING THE ZONING DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", FROM B2, COMMUNITY BUSINESS DISTRICT TO ROS, RECREATION OPEN SPACE DISTRICT AND BY AMENDING THE ZONING DESIGNATION FOR A PARCEL OF LAND LOCATED ON WEST COUNTRY CLUB DRIVE CONTAINING A TOTAL OF 2.111 ACRES MORE OR LESS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "B", FROM ROS, RECREATION OPEN SPACE DISTRICT TO B2, COMMUNITY BUSINESS DISTRICT; APPROVING THE FOURTH AMENDMENT TO "RESTRICTIONS FOR BISCAYNE VILLAGE, MIAMI-DADE COUNTY, FLORIDA" RELATING TO THE GOLF COURSE AND COUNTRY CLUB PARCELS; ACCEPTING THE DECLARATION OF RESTRICTIONS CONTAINING THE APPLICANT'S PROFFER OF SITE IMPROVEMENTS AND OTHER RESTRICTIONS ON THE GOLF COURSE PARCEL, INCLUDING THE PARCEL DESCRIBED IN EXHIBIT "A"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, TB Isle Resort, LP, through Applications No. 01-REZ-15 and 02-REZ-15, has made application to amend the Official Zoning Map of the City for one parcel of land located on West Country Club Drive totaling 2.111 acres, legally described in Exhibit "A" to this Ordinance, (the "South Parcel") from B2, Community Business District to ROS, Recreation Open Space District and to amend the Official Zoning Map of the City for a second parcel of land located on West Country Club Drive totaling 2.111 acres, legally described in Exhibit "B" to this Ordinance, (the "North Parcel") from ROS, Recreation Open Space to B2, Community Business District, to facilitate redevelopment of the Turnberry Isle Resort; and

WHEREAS, the City Commission concurrently with this rezoning application has considered small scale Comprehensive Plan amendments to change the future land

use designation of the South Parcel from Business and Office to Parks and Recreation and the future land use designation of the North Parcel from Parks and Recreation to Business and Office (01-CPA-15 and 02-CPA-15); and

WHEREAS, the City Commission has been designated as the local planning agency for the City pursuant to Section 163.3174, Florida Statutes, and as the local planning agency has determined that the rezonings are consistent with the applicable provisions of the City Comprehensive Plan as proposed to be amended; and

WHEREAS, the City Commission has evaluated the criteria of Section 31-77(f) of the City Code of Ordinances and determined that the proposed zoning designations are consistent with the requirements of the City Code; and

WHEREAS, the City Commission has held the required public hearings, duly noticed in accordance with law; and

WHEREAS, the City Commission has determined that the proposed rezonings are consistent with the intent of the original development plan for the properties and that all public conditions and restrictions have been satisfied; and

WHEREAS, the City Commission has reviewed the applications for rezoning and has considered the testimony of all interested parties at the public hearings, and has determined that the actions set forth in this Ordinance are consistent with the Comprehensive Plan, as proposed to be amended; and the health, safety and welfare of the City.

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

Section 1. Recitals. The foregoing whereas clauses are hereby ratified and incorporated within this Ordinance.

Section 2. Official Zoning Map Amended. The Official Zoning Map of the City of Aventura is hereby amended by amending the zoning designation for the South Parcel land located on West Country Club Drive totaling 2.111 acres as legally described in Exhibit “A” to this Ordinance from B2, Community Business District to ROS, Recreation Open Space District.

Section 3. Official Zoning Map Amended. The Official Zoning Map of the City of Aventura is hereby amended by amending the zoning designation for the North Parcel located on West Country Club Drive totaling 2.111 acres as legally described in Exhibit “B” to this Ordinance from ROS, Recreation Open Space District to B2, Community Business District.

Section 4. Restrictions for Biscayne Village Amended. The “Fourth Amendment to Restrictions”, attached as Exhibit “C” to this Ordinance amending the “Restrictions for Biscayne Village, Dade County, Florida” and relating to the golf course and country club Restrictions dated February 12, 1969 recorded in the Public Records for Miami-Dade County in Official Records Book 6889, Page 4, with revision on July 17, 1972 recorded in the Public Records for Miami-Dade County in Official Records Book 8198, Page 259; with further revision on December 20, 1988 recorded in the Public Records for Miami-Dade County in Official Records Book 14012, Page 616; and with further revision on March 3, 2010 recorded in the Public Records for Miami-Dade County in Official Records Book 27223 , Page 0031, is hereby approved to reflect the amended legal description of the parcels resulting from the rezonings approved by this Ordinance and to restate the public conditions and restrictions.

Section 5. Acceptance of Declaration of Restrictions for Site Improvements Proffer by Applicant. The Declaration of Restrictions for Site

Improvements, attached as Exhibit "D" to this Ordinance, as proffered by the applicant and relating to the golf course parcel and to the South Parcel legally described in Exhibit "A" to this Ordinance are hereby accepted.

Section 6. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Aventura and that the Official Zoning Map of the City may be revised so as to accomplish such intentions.

Section 8. Effective Date. This Ordinance shall be effective immediately upon the effective date of the small scale amendments to the Comprehensive Plan (01-CPA-15 and 02-CPA-15).

Section 9. Issuance of this development order by the City of Aventura does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Aventura for issuance of the development order if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state and federal permits must be obtained before commencement of the development. This condition is included pursuant to Section 166.033, Florida Statutes, as amended.

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

Commissioner Teri Holzberg	<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 Enbar Cohen	<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 Teri Holzberg	___
Commissioner Denise Landman	___
Commissioner Marc Narotsky	___
Commissioner Robert Shelley	___
Commissioner Howard Weinberg	___
Vice Mayor Enbar Cohen	___
Mayor Enid Weisman	___

PASSED on first reading on this 2nd day of June, 2015.

PASSED AND ADOPTED on this 7th day of July, 2015.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION:

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of Tract H-H of said plat of FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB; thence N 81°00'38" E along the North line of said Tract H-H for 211.44 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 81°00'38" E; thence Northwesterly along a 4299.22 foot radius curve leading to the right through a central angle of 3°48'14" for an arc distance of 285.43 feet to a non-tangent point; thence N 28°44'32" W for 43.73 feet; thence N 03°20'32" W for 24.05 feet; thence N 21°07'43" E for 63.17 feet; thence S 87°20'20" W for 6.30 feet; thence N 02°39'40" W for 15.79 feet; thence S 87°20'20" W for 23.77 feet; thence S 42°20'20" W for 2.49 feet; thence S 87°20'23" W for 138.29 feet; thence N 47°39'40" W for 26.09 feet; thence N 02°39'40" W for 6.48 feet to a point of curvature; thence Northwesterly and Southwesterly along a 15.00 foot radius curve leading to the left through a central angle of 90°00'00" for an arc distance of 23.56 feet to a point of tangency; thence S 87°20'20" W for 17.99 feet to a point on a circular curve concave to the Northeast and whose radius point bears N 87°09'27" E; thence Southeasterly along the Westerly line of said Tract U and Easterly right of way line of West Country Club Drive, also being a 4510.66 foot radius curve leading to the left through a central angle of 6°08'49" for an arc distance of 483.92 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 3, Township 52 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on April 8, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____

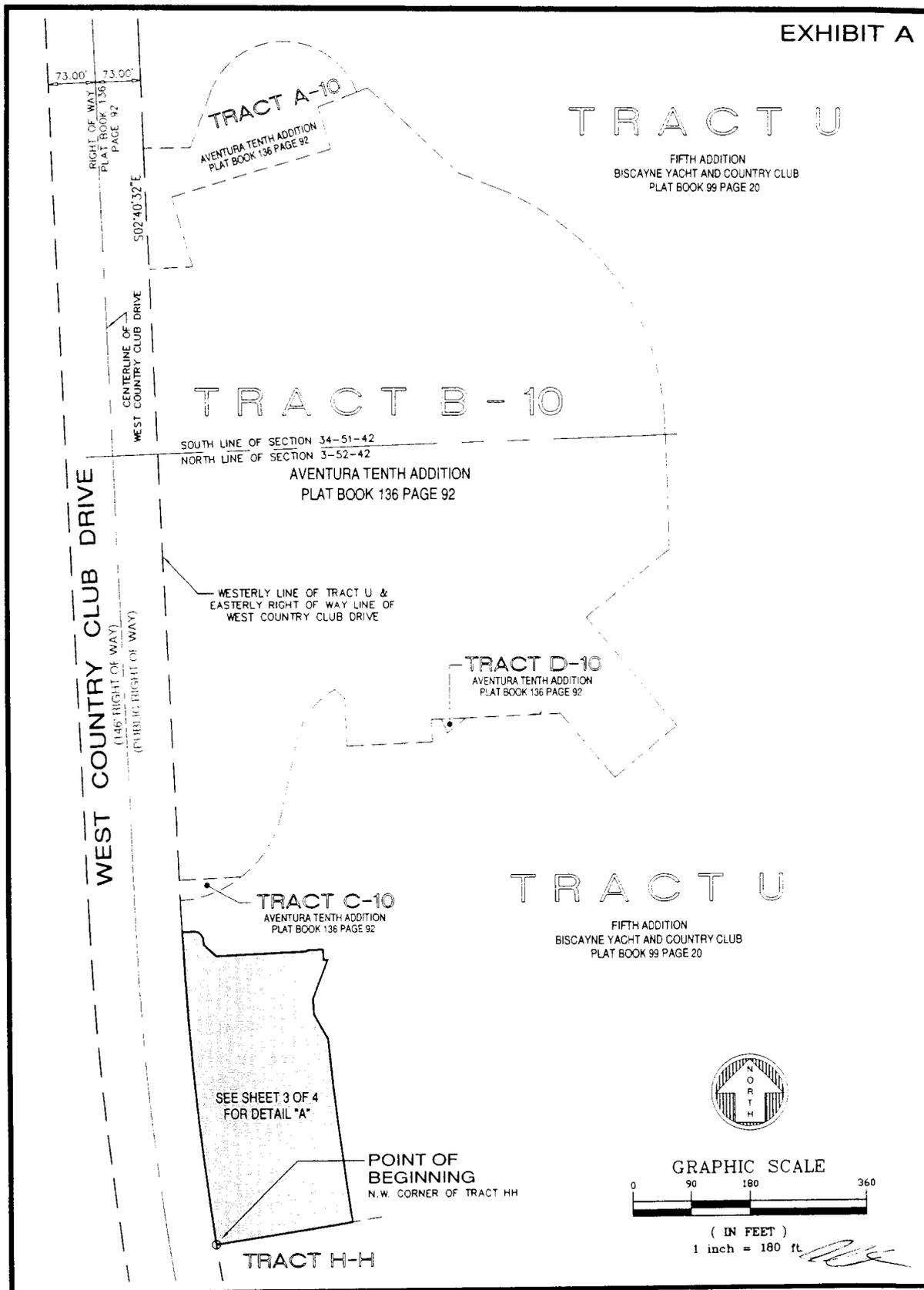
Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-A
Sheet	1 of 4



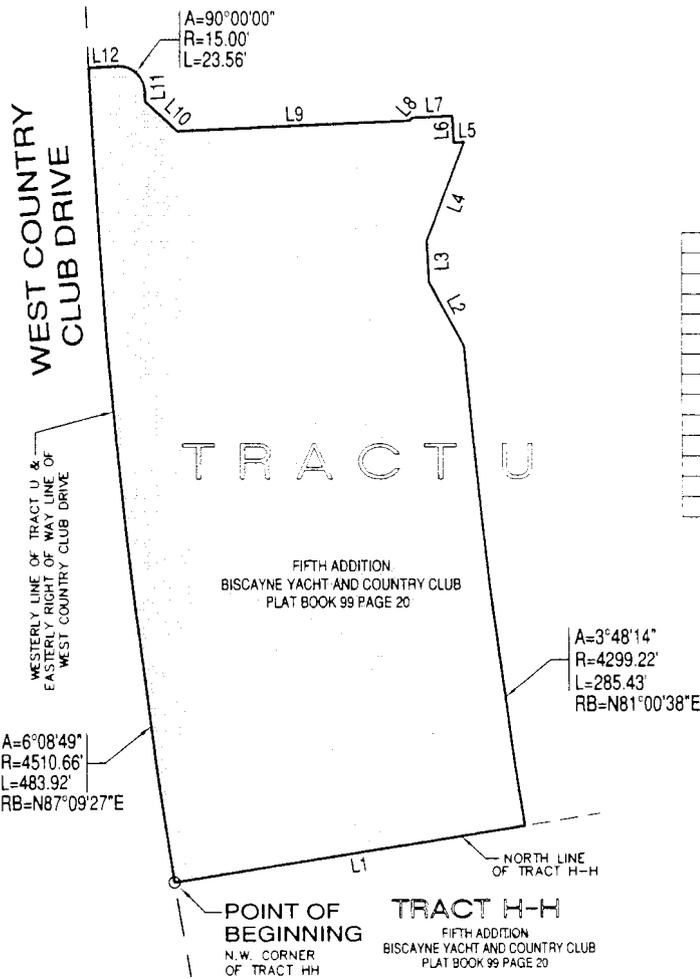
Drawn By	MAP
Cad. No.	081221
Ref. Dwg.	2011-025
Plotted:	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	4/9/15
Scale	1"=180'
Job. No.	150445
Dwg. No.	1015-037-A
Sheet	2 of 4

EXHIBIT A



LINE TABLE		
LINE	LENGTH	BEARING
L1	211.44	N81°00'38"E
L2	43.73	N28°44'32"W
L3	24.05	N03°20'32"W
L4	63.17	N21°07'43"E
L5	6.30	S87°20'20"W
L6	15.79	N02°39'40"W
L7	23.77	S87°20'20"W
L8	2.49	S42°20'20"W
L9	138.29	S87°20'23"W
L10	26.09	N47°39'40"W
L11	6.48	N02°39'40"W
L12	17.99	S87°20'20"W



DETAIL "A"

Drawn By	MAP
Cad. No.	081221
Ref. Dwg	2011-025
Plotted:	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-A
Sheet	3 of 4

EXHIBIT A



A handwritten signature in the bottom right corner of the map area.

Drawn By	MAP
Cad. No.	081221
Ref. Dwg	2011-025
Plotted.	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-A
Sheet	4 of 4

LEGAL DESCRIPTION:

EXHIBIT B

A portion of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92, and a portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20, both of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Tract D-10 of said plot of AVENTURA TENTH ADDITION; thence S 50°38'09" W along the Southeasterly line of said Tract D-10 for 36.81 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 72°28'08" W; thence Northwesterly along the Westerly line of said Tract D-10, also being a 120.00 foot radius curve leading to the left through a central angle of 11°16'19" for an arc distance of 23.61 feet to a non-tangent point; thence N 02°20'33" W for 24.13 feet; thence S 87°26'47" W for 62.28 feet; thence N 02°33'13" W for 39.61 feet; thence N 87°26'47" E for 41.45 feet; thence N 02°33'13" W for 42.01 feet; thence S 87°26'47" W for 120.69 feet; thence S 02°33'13" E for 33.67 feet; thence S 42°26'47" W for 16.77 feet; thence S 87°26'47" W for 63.18 feet; thence S 02°40'32" E for 210.19 feet; thence S 69°21'03" W for 52.68 feet; thence S 00°35'40" W for 66.67 feet; thence S 45°59'34" E for 61.79 feet; thence N 87°27'33" E for 35.71 feet; thence S 02°57'10" E for 74.43 feet; thence S 21°07'43" W for 8.51 feet; thence N 87°20'20" E for 20.53 feet; thence N 02°39'40" W for 100.00 feet; thence S 87°20'20" W for 1.67 feet; thence N 02°39'40" W for 26.70 feet; thence N 87°20'20" E for 3.66 feet; thence N 42°20'20" E for 23.73 feet; thence N 02°39'40" W for 3.16 feet; thence N 87°20'20" E for 66.01 feet; thence S 02°39'40" E for 5.67 feet; thence N 87°20'20" E for 12.38 feet; thence S 02°39'40" E for 3.83 feet; thence N 87°20'20" E for 52.75 feet; thence N 02°39'40" W for 3.83 feet; thence N 87°20'20" E for 12.38 feet; thence N 02°39'40" W for 3.50 feet; thence N 87°20'20" E for 59.00 feet; thence N 02°39'40" W for 5.08 feet; thence N 87°20'20" E for 12.23 feet; thence N 42°20'20" E for 36.63 feet; thence N 02°39'40" W for 12.23 feet; thence N 87°20'20" E for 5.08 feet; thence N 02°39'40" W for 55.00 feet; thence N 87°20'20" E for 2.67 feet; thence N 02°39'40" W for 52.75 feet; thence S 87°20'20" W for 2.67 feet; thence N 02°39'40" W for 37.22 feet; thence N 87°20'20" E for 25.34 feet; thence N 02°39'40" W for 26.76 feet; thence S 87°26'47" W along the exterior boundary line of said Tract B-10 for 77.46 feet to the Point of Beginning.

AND

A portion of Tract U, FIFTH ADDITION BISCAYNE YACHT AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 99 at Page 20 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the most Northerly corner of Tract B-10, AVENTURA TENTH ADDITION, according to the plat thereof, as recorded in Plat Book 136 at Page 92 of said Public Records of Miami-Dade County, Florida, the following four (4) courses being along the exterior boundary line of said Tract B-10; 1) thence S 47°08'16" E for 193.28 feet; 2) thence S 69°22'04" E for 60.00 feet to a point curvature; 3) thence Southeasterly along a 400.00 foot radius curve leading to the right through a central angle of 25°40'53" for an arc distance of 179.29 feet to the Point of Beginning; 4) thence continue Southeasterly along said 400.00 foot radius curve leading to the right through a central angle of 9°49'31" for an arc distance of 68.59 feet; thence N 48°35'47" E for 7.26 feet; thence N 41°24'13" W for 68.44 feet; thence S 48°35'47" W for 4.11 feet to the Point of Beginning.

SURVEYOR'S NOTES:

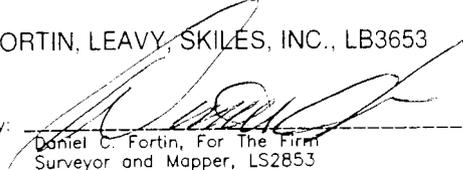
- This site lies in Section 3, Township 52 South, Range 42 East and Section 34, Township 51 South, Range 42 East, City of Aventura, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°40'32" E for the Easterly right of way line of West Country Club Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Lands shown hereon containing 91,955 square feet, or 2.111 acres, more or less.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2011-025.

SURVEYOR'S CERTIFICATION:

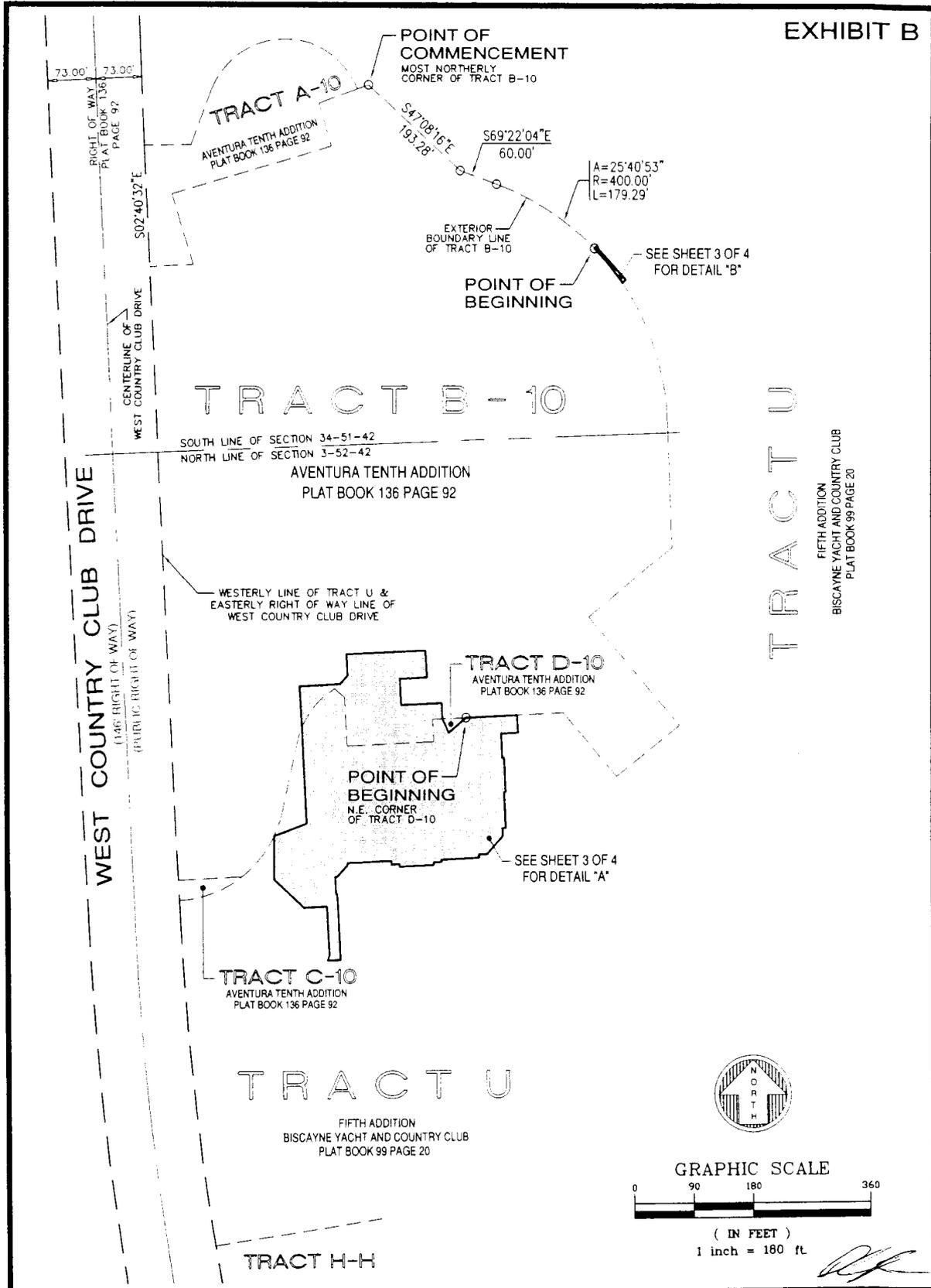
I hereby certify that this "Sketch of Description" was made under my responsible charge on April 9, 2015, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: 
 Daniel C. Fortin, For The Firm
 Surveyor and Mapper, LS2853
 State of Florida.

<table border="1"> <tr> <td>Drawn By</td> <td>MAP</td> </tr> <tr> <td>Cad. No.</td> <td>081221</td> </tr> <tr> <td>Ref. Dwg</td> <td>2011-025</td> </tr> <tr> <td>Plotted:</td> <td>4/9/15 11:00a</td> </tr> </table>	Drawn By	MAP	Cad. No.	081221	Ref. Dwg	2011-025	Plotted:	4/9/15 11:00a	<p align="center">LEGAL DESCRIPTION, NOTES & CERTIFICATION</p> <p align="center">FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th. Street / North Miami Beach, Florida, 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com</p>	<table border="1"> <tr> <td>Date</td> <td>4/9/15</td> </tr> <tr> <td>Scale</td> <td>NOT TO SCALE</td> </tr> <tr> <td>Job No.</td> <td>150445</td> </tr> <tr> <td>Dwg. No.</td> <td>1015-037-B</td> </tr> <tr> <td>Sheet</td> <td>1 of 4</td> </tr> </table>	Date	4/9/15	Scale	NOT TO SCALE	Job No.	150445	Dwg. No.	1015-037-B	Sheet	1 of 4
Drawn By	MAP																			
Cad. No.	081221																			
Ref. Dwg	2011-025																			
Plotted:	4/9/15 11:00a																			
Date	4/9/15																			
Scale	NOT TO SCALE																			
Job No.	150445																			
Dwg. No.	1015-037-B																			
Sheet	1 of 4																			



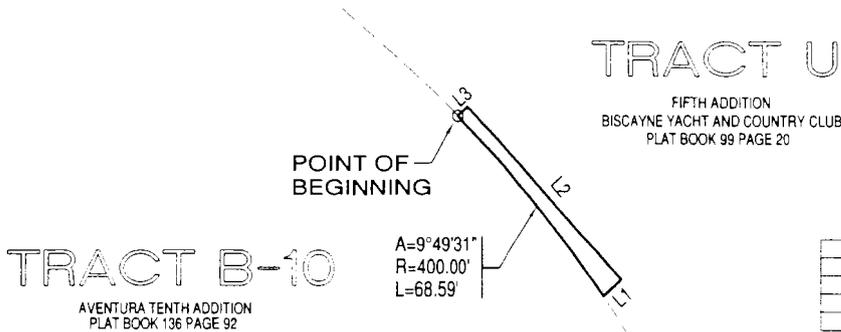
Drawn By	MAP
Cad No.	081221
Ref. Dwg.	2011-025
Plotted	4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	1"=180'
Job No.	150445
Dwg No.	1015-037-B
Sheet	2 of 4

EXHIBIT B



LINE TABLE		
LINE	LENGTH	BEARING
L1	7.26	N48°35'47"E
L2	68.44	N41°24'13"W
L3	4.11	S48°35'47"W



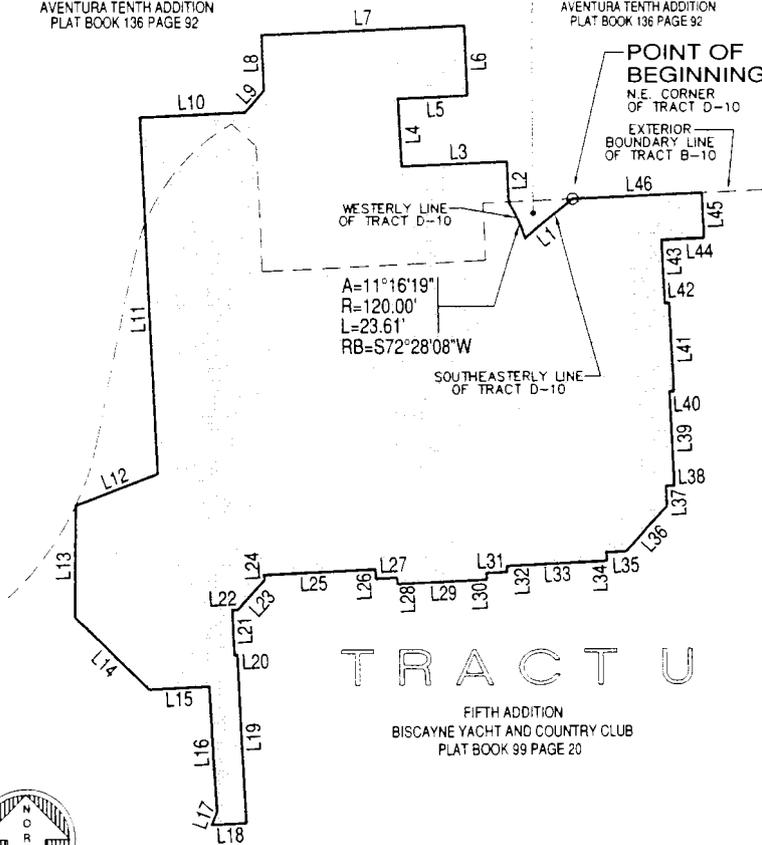
DETAIL "B"

TRACT B-10

AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92

TRACT D-10

AVENTURA TENTH ADDITION
PLAT BOOK 136 PAGE 92



LINE TABLE		
LINE	LENGTH	BEARING
L1	36.81	S50°38'09"W
L2	24.13	N02°20'33"W
L3	62.28	S87°26'47"W
L4	39.61	N02°33'13"W
L5	41.45	N87°26'47"E
L6	42.01	N02°33'13"W
L7	120.69	S87°26'47"W
L8	33.67	S02°33'13"E
L9	16.77	S42°26'47"W
L10	63.18	S87°26'47"W
L11	210.19	S02°40'32"E
L12	52.68	S69°21'03"W
L13	66.67	S00°35'40"W
L14	61.79	S45°59'34"E
L15	35.71	N87°27'33"E
L16	74.43	S02°57'10"E
L17	8.51	S21°07'43"W
L18	20.53	N87°20'20"E
L19	100.00	N02°39'40"W
L20	1.67	S87°20'20"W
L21	26.70	N02°39'40"W
L22	3.66	N87°20'20"E
L23	23.73	N42°20'20"E
L24	3.16	N02°39'40"W
L25	66.01	N87°20'20"E
L26	5.67	S02°39'40"E
L27	12.38	N87°20'20"E
L28	3.83	S02°39'40"E
L29	52.75	N87°20'20"E
L30	3.83	N02°39'40"W
L31	12.38	N87°20'20"E
L32	3.50	N02°39'40"W
L33	59.00	N87°20'20"E
L34	5.08	N02°39'40"W
L35	12.23	N87°20'20"E
L36	36.63	N42°20'20"E
L37	12.23	N02°39'40"W
L38	5.08	N87°20'20"E
L39	55.00	N02°39'40"W
L40	2.67	N87°20'20"E
L41	52.75	N02°39'40"W
L42	2.67	S87°20'20"W
L43	37.22	N02°39'40"W
L44	25.34	N87°20'20"E
L45	26.76	N02°39'40"W
L46	77.46	S87°26'47"W



DETAIL "A"

Drawn By MAP

Cad. No. 081221

Ref. Dwg. 2011-025

Plotted: 4/9/15 11:00a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date 4/9/15

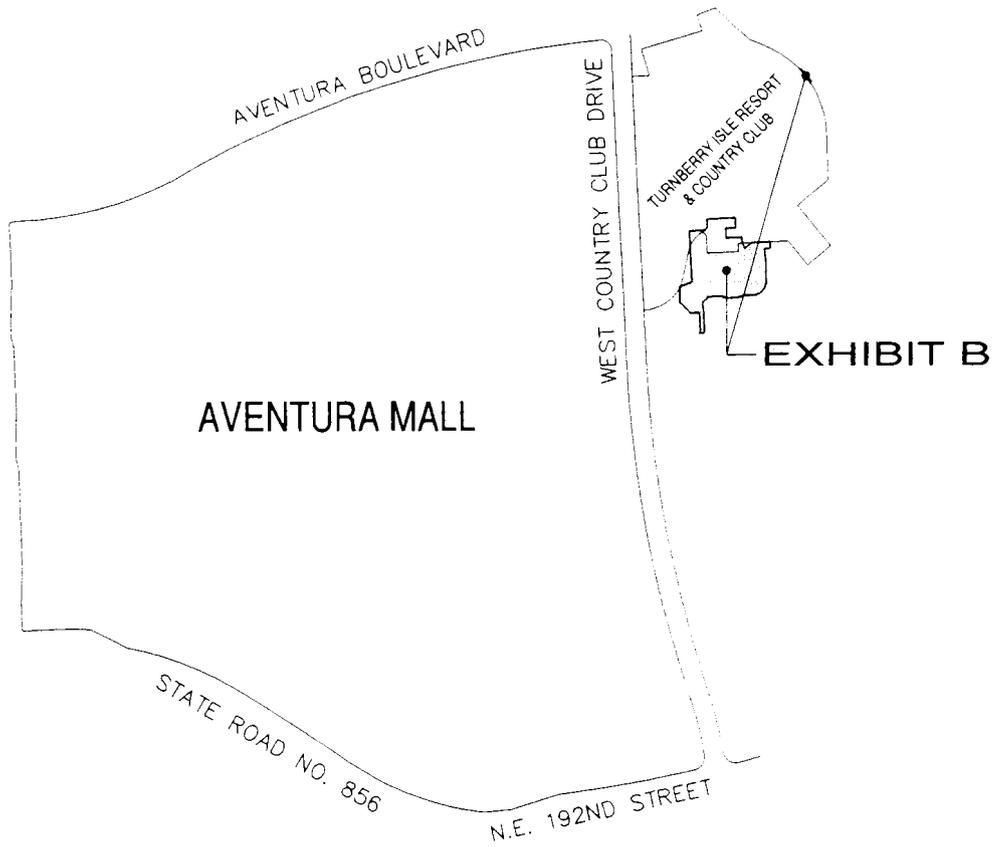
Scale NOT TO SCALE

Job. No. 150445

Dwg. No. 1015-037-B

Sheet 3 of 4

EXHIBIT B



A handwritten signature or initials in the bottom right corner of the map area.

Drawn By	MAP
Cad. No.	081221
Ref. Dwg	2011-025
Plotted:	4/9/15 11:00a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/9/15
Scale	NOT TO SCALE
Job. No.	150445
Dwg. No.	1015-037-B
Sheet	4 of 4

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: June 23, 2015

SUBJECT: **Resolution Adopting in Principle the Capital Improvement Program Document 2015/16 to 2019/20**

July 7, 2015 Commission Meeting Agenda Item 9

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution adopting, in principle, subject to annual revision and authorization, the Capital Improvement Program for 2015/16 to 2019/20.

BACKGROUND

The 2015/16 to 2019/20 Capital Improvement Program document was reviewed at the June Commission Workshop Meeting.

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

EMS/act

Attachment

CCO1896-15

RESOLUTION NO. 2015-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, ACCEPTING AND ADOPTING IN PRINCIPLE, SUBJECT TO ANNUAL REVISION AND AUTHORIZATION, THE CITY OF AVENTURA CAPITAL IMPROVEMENT PROGRAM DOCUMENT FOR FISCAL YEAR 2015/16 TO 2019/20 AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Capital Improvement Program document for fiscal years 2015/16 to 2019/20, attached hereto was presented and recommended to the City Commission of the City of Aventura by the City Manager as a long term plan of proposed capital expenditures, the means and methods of financing the projects and an action plan for the implementation of the projects; and

WHEREAS, the City Commission recognizes the need to adopt a Capital Improvement Program to address Beautification and Parks, Transportation, Drainage and Infrastructure Improvements, Public Buildings and Facilities, Information Technology, and Capital Equipment Purchase and Replacement, which represents a commitment by the community toward achievement and maintenance of a desirable high quality of life for all residents; and

WHEREAS, the City Commission recognizes the need to formulate a Capital Improvement Program which adopts a sound financing plan; and

WHEREAS, the City Commission has reviewed the Capital Improvement Program document at a public meeting of the City Commission and wishes to adopt said document in concept.

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

Section 1. The City Commission hereby accepts and adopts in principle, subject to annual revisions and authorization, the City of Aventura Capital Improvement Program document for fiscal years 2015/16 to 2019/20 attached hereto and incorporated herein.

Section 2. The City Manager is hereby authorized to do all things necessary and expedient in order 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 Teri Holzberg	_____
Commissioner Denise Landman	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Vice Mayor Enbar Cohen	_____
Mayor Enid Weisman	_____

PASSED AND ADOPTED this 7th day of July, 2015.

ENID WEISMAN, MAYOR

ATTEST:

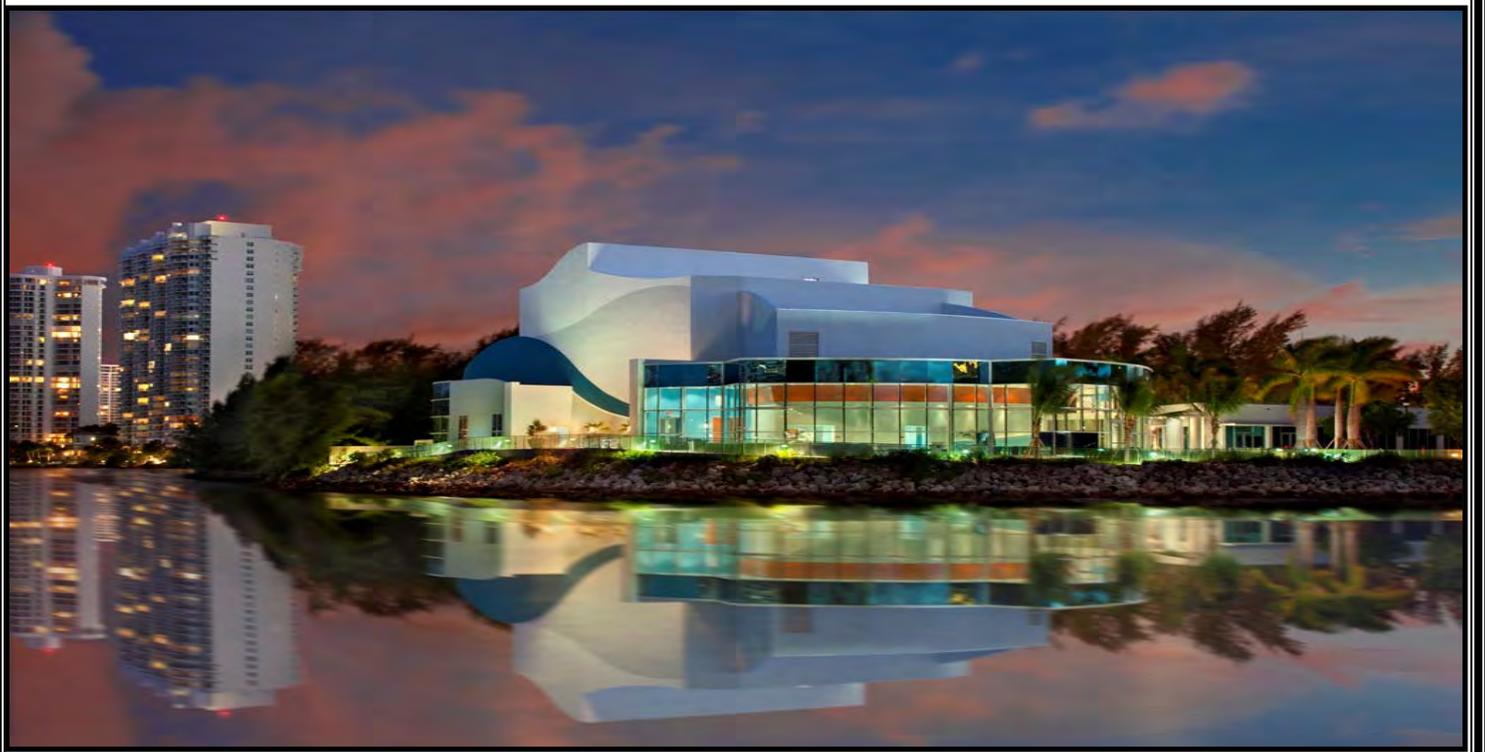
ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY



City of Aventura
Capital Improvement Program
2015/16 – 2019/20



CAPITAL IMPROVEMENT PROGRAM

2015/16 – 2019/20



CITY OF AVENTURA

CITY COMMISSION

**Mayor Enid Weisman
Commissioner Enbar Cohen
Commissioner Teri Holzberg
Commissioner Denise Landman
Commissioner Marc Narotsky
Commissioner Robert Shelley
Commissioner Howard Weinberg**

CITY MANAGER

Eric M. Soroka

DEPARTMENT DIRECTORS

**Weiss Serota Helfman Cole & Bierman, P.A., City Attorney
Robert M. Sherman, Community Services Director
Joanne Carr, Community Development Director
Karen J. Lanke, Information Technology Director
Steven Steinberg, Police Chief
Julie Alm, Principal Charter School
Brian K. Raducci, Finance Director
Steven Clark, Arts & Cultural Center General Manager
Ellisa Horvath, City Clerk**



City of Aventura

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

Office of the City Manager

June 2015

The Honorable Mayor and
Members of the City Commission
City of Aventura
Aventura, Florida 33180

Enclosed herein is the proposed City of Aventura (the "City") Capital Improvement Program (CIP) for the fiscal period October 1, 2015 through September 30, 2020 and the proposed Capital Budget for the Fiscal period October 1, 2015 through September 30, 2016.

The primary goal of the CIP is to develop a long-term plan of proposed capital expenditures, the means and methods of financing, and a schedule of priorities for implementation. It is important to stress that the CIP is a planning tool to evaluate infrastructure needs of the City as well as the financial capabilities of the City. In order to determine the impact of the CIP on the City's future operating budget, the City Commission and residents will be provided with the benefits of a CIP document which serves as a point of reference and includes an estimated long-term budget plan.

At this point in the City's history, the need for major capital improvement funding has decreased substantially due to a very ambitious schedule of completing major community facilities and infrastructure projects during the past nineteen years since the incorporation of the City. This document represents an update of the CIP that was originally prepared for the five-year cycle of 2014 to 2019. The update process is important for the CIP to become a continuing and ongoing planning/implementation process. The last four years of last year's program were reevaluated in light of unanticipated needs, cost revisions, new project priorities and the financial condition of the City. In addition, the CIP was updated to add new projects in the fifth year (2019/20) to complete the cycle. Projects included within the framework of the program were based on input from Commissioners, staff, City consultants and citizens.

The following represents the significant revisions or modifications to the proposed CIP compared to the prior document:

1. Added in 2016/17 resurfacing Founders Park parking lot and exercise trail - \$119,000.
2. Added in 2015/16 replacing and upgrading the path lighting system on the Don Soffer Exercise Trail -\$700,000.
3. Added Stormwater Master Plan Update for 2015/16 - \$225,000.
4. Added 15 stormwater outfall check valves to guard against rising sea levels - \$936,000.
5. Added in 2015/16 NE 34th Avenue, NE 28th Avenue and Aventura Boulevard resurfacing -\$408,000.
6. Added in 2015/16 Country Club Drive flashing pedestrian crossing signs - \$490,000.

The proposed 2015 – 2020 CIP includes 33 projects in five (5) functional categories with a total value of \$17,883,605. The following represents the percentage of total funding that each functional category has been allocated: Beautification & Parks Facilities (14%), Transportation, Drainage and Infrastructure Improvements (47%), Capital Equipment Purchase and Replacement (20%), Information/Communication Technology (17%) and Public Buildings and Facilities Improvements (2%).

Major emphasis was placed on the following projects:

Stormwater Drainage Improvements	\$2,746,000
Road Resurfacing	2,694,000
Park Improvements	2,594,050
Street Lighting Upgrades	1,628,000
TVMS Upgrades	850,000
Air Conditioning Unit Replacements	312,000

It should be noted that the City and Aventura Mall are working together to design a traffic flow improvement project to address congestion on Country Club Drive from motorists going east on the Lehman Causeway. This was not included in this document, as it is in the early stages of study and requires FDOT approval.

The document contains a detailed funding plan that forecasts revenues necessary to fund both the CIP and the operating budgets over the next five (5) years. The proposed funding plan is based on the assumption that operating expenditures can be maintained at certain percentage increases and revenues grow at specified levels. The plan is based on conservative estimates.

I am proud of the many accomplishments and the support the City Commission and residents have shown in the implementation of the capital projects since the incorporation of the City. Our beautification projects, park and open space additions, Government Center, Community Recreation Center, Charter School, Arts & Cultural Center, transportation improvements and many other community enhancements continue to exhibit our commitment to excellence and professionalism. This document serves many purposes. Importantly it serves as

an aid to the residents in providing a better understanding of the City's long-term capital needs and how the City intends to meet these demands. It also details our continuing effort to address the needs and concerns of our citizens while making prudent financial decisions which contribute to the City's long-term financial health.

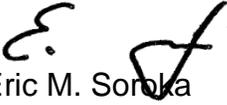
The preparation and formulation of this document could not have been accomplished without the dedicated efforts of all Department Directors and their staff. Their professional efforts have assisted in the preparation of this important planning program.

I request and recommend that you take the following actions regarding the proposed 2015 - 2020 Capital Improvement Program:

1. Review the CIP document at the June workshop meeting.
2. Hold a public hearing at the July Commission Meeting to conceptually adopt the final CIP document, by resolution, for implementation.

All questions relating to the CIP should be referred to my attention.

Respectfully submitted,


Eric M. Soroka
City Manager

CAPITAL IMPROVEMENT PROGRAM
2015 – 2020
HIGHLIGHTS

- Road maintenance projects that total \$2,694,000 to resurface asphalt and enhance safety are included for NE 29th Place, NE 213th Street, NE 191st Street, NE 27th Avenue, NE 28th Court, NE 30th Avenue, NE 209th Street, Yacht Club Drive, Mystic Point Drive, NE 187th Street, NE 185th Street, Aventura Boulevard, NE 34th Avenue and NE 28th Avenue.
- Installation of Flashing Pedestrian Crossing Signs on Country Club Drive.
- Provides for improvements to Founders Park, Veterans Park, and Waterways Park in the amount of \$521,550 to address maintenance requirements.
- Upgrades and improves the path lighting system on the Don Soffer Exercise Trail in the amount of \$700,000.
- Utilizes a stormwater utility program to improve drainage along NE 191st Street, upgrades seawalls along NE 213th Street, NE 183rd Street, NE 188th Street, NE 190th Street and adds 15 stormwater outfall check valves to guard against rising sea levels. A total of \$2,746,000 has been earmarked during the five-year period.
- Funds development of a 1.5 acre new park planned on NE 188th Street at a cost of \$1,400,000.
- Provides funding in the amount of \$1,200,000 to retrofit street lighting throughout the City with more energy efficient LED fixtures and \$428,000 for new street lights on NE 30th Avenue and NE 29th Place.
- Includes \$850,000 to expand the City's Traffic Video Monitoring System to the southern portion of the City.
- Provides the necessary equipment to continue to provide high quality and effective police services.
- Continues the implementation of technology improvements and management information systems to enhance the productivity and efficiency of City operations.
- Ensures that the tools of production, vehicles, equipment and technology, are available for City operations.

CAPITAL IMPROVEMENT PROGRAM

2015 - 2020

TABLE OF CONTENTS

<u>INTRODUCTION</u>	<u>PAGE</u>
Purpose of the Capital Improvement Program	1
Legal Authority	2
Development of the Capital Improvement Program	2
Capital Improvement Program Policies	3
Preparing the Capital Budget	4
Locating a Specific Capital Project	4
Reading the Program Schedules	5
<u>OVERVIEW OF RECOMMENDED PROJECTS</u>	
Summary of Recommended Projects	7
Summary of Major Programs	7
Summary of Proposed Appropriations by Funding Source	8
Summary of Projects by Location and Year	9
<u>FUNDING PLAN</u>	
Introduction	11
Debt vs. Pay-As-You-Go Financing	11
Required Separation of Funding Sources	12
Summary of Financing Plan Model	13
Proposed Financing Plan General Fund	14
Proposed Financing Plan Transportation Fund	18
Proposed Financing Plan Stormwater Utility Fund	19
Proposed Financing Plan Capital Projects Fund	20

PROJECT DESCRIPTIONS AND FUNDING SCHEDULES

Beautification and Park Facilities Improvements	22
Transportation, Drainage and Infrastructure Improvements	31
Public Buildings and Facilities Improvements	38
Information/Communications Technology	42
Capital Equipment Purchases and Replacements	51



INTRODUCTION



INTRODUCTION

This section describes what a Capital Improvement Program (CIP) is and the process for developing the City of Aventura (the “City”) Capital Improvement Program and Capital Budget. This introduction also explains how to locate a specific project in this document.

PURPOSE OF THE CAPITAL IMPROVEMENT PROGRAM

The purpose of the CIP is to establish a long term plan of proposed capital expenditures, the means and methods of financing, and a schedule of priorities for implementation. In order to determine the impact on the City's operating budget, debt service and the general trend of future expenditures, the City Commission will be provided with the advantage of a CIP document as a point of reference and estimated long-term budget plan. In accordance with the State's Growth Management Act, the City is required to undergo this process in order to meet the needs of its Comprehensive Plan.

The CIP is an official statement of public policy regarding long-range capital development within the City. A capital improvement is defined as a capital expenditure of \$5,000 or more, resulting in the acquisition, improvement or addition to fixed assets in the form of land, buildings or improvements, more or less permanent in character, and durable equipment with a life expectancy of more than one (1) year. In addition, equipment that has a value of \$5,000 or less is also included in this document for budgetary purposes.

The CIP lists proposed capital projects to be undertaken, the year in which they will be started, the amount expected to be expended in each year and the method of financing these projects. Based on the CIP, a department's capital outlay portion of the annual Operating Budget will be formulated for that particular year. The CIP document also communicates to the citizens, businesses and interested parties the City's capital priorities and plan for implementing projects.

The five-year CIP is updated annually to add new projects in the fifth year, to re-evaluate the program and project priorities in light of unanticipated needs, and to revise recommendations to take account of new requirements and new sources of funding. Capital Improvement programming thus becomes a continuing part of the City's budgeting and management procedures.

The annual capital programming process provides the following benefits:

1. The CIP is a tool for implementing the City's Comprehensive Plan.
2. The CIP process provides a mechanism for coordinating among projects with respect to function, location, and timing.

3. The yearly evaluation of project priorities ensures that the most crucial projects are developed first.
4. The CIP process facilitates long-range financial planning by matching estimated revenue against capital needs, establishing capital expenditures and identifying the need for municipal borrowing and indebtedness within a sound long-range fiscal framework.
5. The impact of capital projects on the City's operating budget can be projected.
6. The CIP serves as a source of information about the City's development and capital expenditures plan for the public, City operating departments and the City Commission.

LEGAL AUTHORITY

A capital programming process to support the comprehensive plan is required by the Local Government Comprehensive Planning and Land Development Regulations, incorporated as Chapter 163, Florida Statutes.

DEVELOPMENT OF THE CAPITAL IMPROVEMENT PROGRAM

The City's capital programming process began in January when operating departments were required to prepare requests for all proposed capital projects anticipated during the period of 2015 - 2020. A CIP Preparation Manual and related forms were distributed to all departments for this purpose.

In February, departmental prioritized project requests were submitted to the City Manager's Office. Department Directors were asked to justify projects in terms of benefits derived, necessity to health, safety and welfare of the City, enhancement to City plans and policies, need of residents and funding. Projects were prioritized on the basis of Urgency, Necessity, Desirability, and Deferability.

The City Manager reviewed departmental requests and conducted individual meetings with Department Directors. The departmental requests were prioritized and the five-year schedule of projects was compiled into document form by the City Manager. The methods of financing and revenue sources were then prepared by the Finance Director and City Manager and were incorporated into the CIP document. At this point, the proposed CIP is submitted to the City Commission and public for review.

In order to facilitate public involvement, public hearings and community meetings will be held to unveil and review the CIP document prior to the adoption of a Resolution approving the CIP in principle.

CAPITAL IMPROVEMENT PROGRAM POLICIES

1. Annually, the City will prepare a five-year capital improvement program analyzing all anticipated capital expenditures and identifying associated funding sources. Future capital expenditures necessitated by changes in population, changes in development, growth, redevelopment or changes in economic base will be calculated and included in the Capital update process.
2. The City will perform all capital improvements in accordance with an adopted CIP.
3. The classification of items as capital or operating will be determined by two criteria - cost and frequency. Generally, a capital project has a "useful life" of more than one (1) year and a value of \$5,000 or more. In addition, equipment that has a value of \$5,000 or less is also included in the document for budgetary purposes.
4. The City will coordinate development of the capital improvement budget with the development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in the operating forecasts.
5. The first year of the five-year capital improvement program will be used as the basis for formal fiscal year appropriations during the annual budget process.
6. The City will maintain all of its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.
7. The City will identify the estimated cost of capital projects and prepare a funding projection that considers revenues and operating costs to be included in the Capital Improvement Program document that is submitted to the City Commission for approval.
8. The City will determine the most appropriate financing method for all new projects.
9. If appropriate, the City will attempt to maintain a mixed policy of pay-as-you-go and borrowing against future revenues for financing capital projects.
10. The City will maintain ongoing maintenance schedules relating to road, sidewalk and drainage system improvements.
11. The City will address and prioritize infrastructure needs on the basis of protecting the health, safety and welfare of the community.
12. A CIP preparation calendar shall be established and adhered to.
13. Capital projects will conform to the City's Comprehensive Plan.
14. Long-term borrowing will not be used to fund current operations or normal maintenance.
15. The City will strive to maintain an unreserved General Fund Fund Balance at a level not less than 10% of the annual General Fund revenue.

16. If new project appropriation needs are identified at an interim period during the fiscal year, the funding sources will be identified and mid-year budget amendments will be utilized to provide formal budgetary authority. In addition budget amendments may be utilized to increase appropriations for specific capital projects.

PREPARING THE CAPITAL BUDGET

The most important year of the schedule of projects is the first year. It is called the Capital Budget and is adopted separately from the five-year program as part of the annual budget review process.

Based on the CIP, each department's capital outlay portion will be formulated for that particular year. Each year the CIP will be revised and another year will be added to complete the cycle. Capital Improvement Programming thus becomes a continuing part of the City's budget and management process.

The Capital Budget is distinct from the Operating Budget. The Capital Budget authorizes capital expenditures, while the Operating Budget authorizes the expenditure of funds for employee salaries, supplies and materials.

Through the City's amendment process, changes can be made to the adopted Capital Budget during the fiscal year. A request for amendment is generated by an operating department based on an urgent need for new capital project or for additional funding for a previously approved project. The request is reviewed by the Finance Director and City Manager and, if approved by the City Manager, a budget amendment is presented to the City Commission.

LOCATING A SPECIFIC CAPITAL PROJECT

The Capital Improvement Program is divided into five (5) program areas as follows:

Beautification and Parks (BP)

Transportation, Drainage and Infrastructure Improvements (TDI)

Public Buildings and Facilities (PBF)

Information/Communications Technology (ICT)

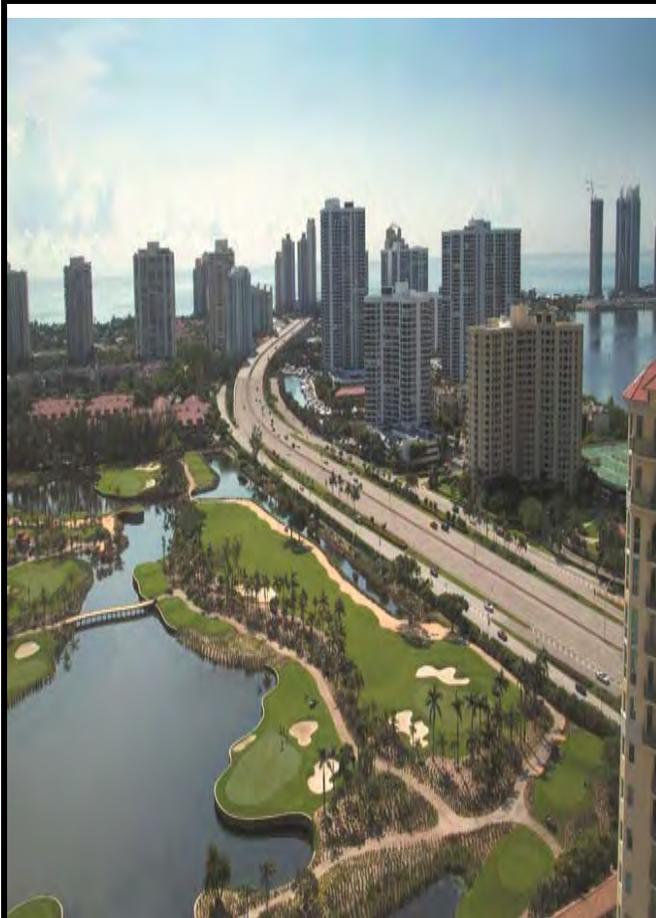
Capital Equipment Purchases & Replacement (CE)

Each project in the Capital Improvement Program has a unique project number. This project number appears at the beginning of the individual project descriptions and the Summary by Year tables. The first digit refers to functional category priority number assigned by the City Manager. The final digits outline the individual department requesting the project. For example, project TDI-1-CS is Transportation, Drainage and Infrastructure Improvements project number one which was requested by the Community Services Department.

READING THE PROGRAM SCHEDULES

Detailed information about each capital project is presented in the section titled "Capital Improvement Program Project Descriptions and Funding Schedules." The section is arranged by program area and functional category and includes a description of each project and the funding schedules. Project timetables for each functional category are indicated in the Summary by Year tables.

The funding schedules are based on the funding needed to complete an individual project. A project's funding may continue for several years depending on the development timetable. Each program has a separate Funding Plan Table that outlines the revenue sources proposed to fund project expenditures.



OVERVIEW



OVERVIEW OF RECOMMENDED PROJECTS

SUMMARY OF RECOMMENDED PROJECTS

The proposed 2015 – 2020 CIP includes 33 projects in five (5) functional categories with a total value of \$17,883,605. The following represents the percentage of total funding that each functional category has been allocated: Beautification & Parks Facilities (14%), Transportation, Drainage and Infrastructure Improvements (47%), Capital Equipment Purchase and Replacement (20%), Information/Communication Technology (17%) and Public Buildings and Facilities Improvements (2%).

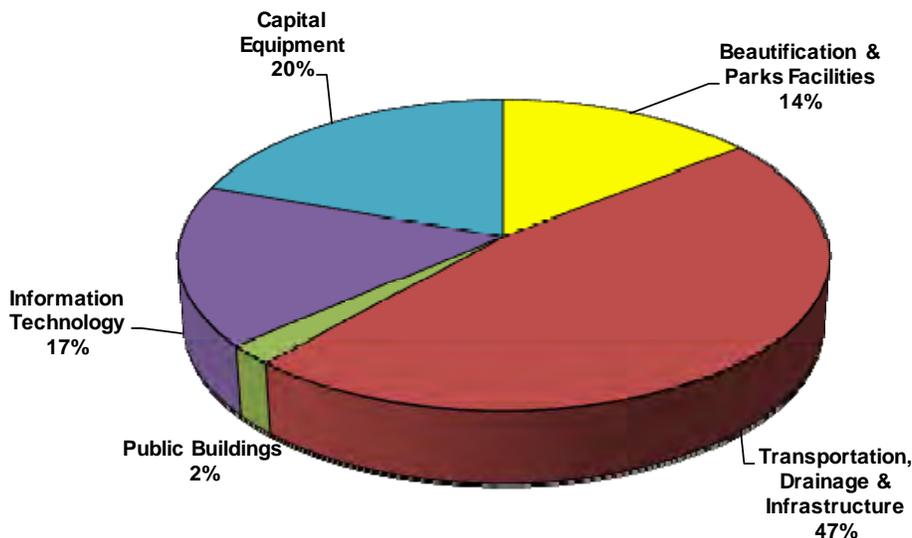
SUMMARY OF MAJOR PROGRAMS

The following table presents a summarized breakdown of the costs of the various projects recommended for funding categorized by major function for each of the five (5) years covered by the CIP.

Table 1

Program	2015/16	2016/17	2017/18	2018/19	2019/20	TOTAL
Beautification & Parks Facilities	\$ 2,135,200	\$ 163,400	\$ 200,000	\$ 59,850	\$ 35,600	\$ 2,594,050
Transportation, Drainage & Infrastructure	4,693,000	979,000	1,067,000	1,011,000	658,000	8,408,000
Public Buildings & Facilities	30,000	30,000	42,000	96,000	181,500	379,500
Information/Communication Technology	505,975	532,175	604,775	676,925	658,875	2,978,725
Capital Equipment	666,250	563,900	808,050	676,730	808,400	3,523,330
Totals	\$ 8,030,425	\$ 2,268,475	\$ 2,721,825	\$ 2,520,505	\$ 2,342,375	\$ 17,883,605

Capital Improvement Program
2015/16 - 2019/20
Summary By Function



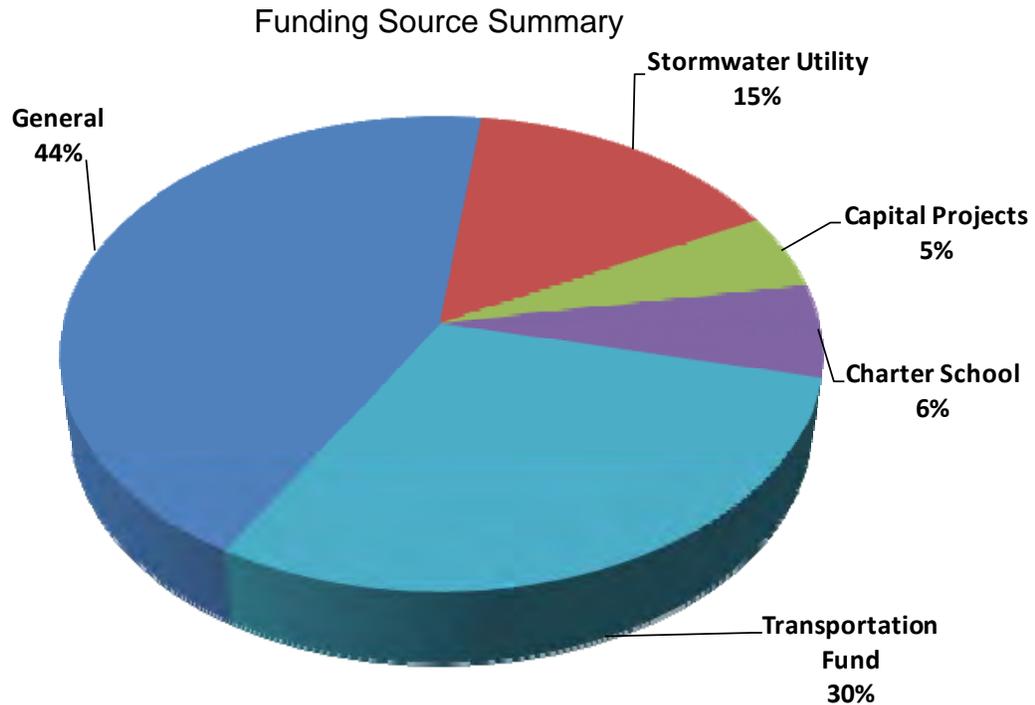
SUMMARY OF PROPOSED APPROPRIATIONS BY FUNDING SOURCE

The following table reflects the distribution of all proposed projects to the funding source or mechanism, which is appropriate for funding the projects for each of the five (5) years of the program.

Table 2
Capital Improvement Program
2015/16 - 2019/20
Summary By funding Source

Funding Source	2015/16	2016/17	2017/18	2018/19	2019/20	TOTAL
General	\$ 2,630,925	\$ 1,095,475	\$ 1,446,325	\$ 1,240,005	\$ 1,395,375	\$ 7,808,105
Stormwater Utility	1,655,000	246,000	250,000	345,000	250,000	2,746,000
Capital Projects Fund	900,000	0	0	0	0	900,000
Charter School	156,500	194,000	208,500	269,500	289,000	1,117,500
Transportation Fund	2,688,000	733,000	817,000	666,000	408,000	5,312,000
	\$ 8,030,425	\$ 2,268,475	\$ 2,721,825	\$ 2,520,505	\$ 2,342,375	\$ 17,883,605

The proposed funding plan involves a commitment to “pay-as-you-go” annual appropriations established in yearly budgets and does not include additional long term debt.



SUMMARY OF PROJECTS BY LOCATION AND YEAR

The following outlines the major projects by location and the year they are proposed to be funded:

Table 3
 Capital Improvement Program
 2015/16- 2019/20
 Summary By Location

Location	Resurfacing Street Lighting Drainage Improvements	Park Improvements
Founders Park		2015 to 2019
Waterways Park		2015 to 2017
Veterans Park		2017 to 2019
NE 29 th Place	2015/16	
NE 30 th Avenue	2015/16	
NE 188 th Street Park		2015/16
NE 213 th Street	2015/16	
Yacht Club Drive	2015/16	
NE 191 st Street	2015/16	
NE 27 th Avenue	2016/17	
NE 28 th Court	2016/17	
NE 209 th Street	2016/17	
Yacht Club Drive	2017/18	
Mystic Point Drive	2017/18	
NE 187 th Street	2018/19	
NE 185 th Street	2018/19	
Aventura Boulevard	2019/20	
NE 34 th Avenue	2019/20	
NE28th Avenue	2019/20	



FUNDING PLAN



FUNDING PLAN

INTRODUCTION

In order for a CIP to be an effective management planning tool, the program must include not only a compilation of major capital needs and their costs but also a financing plan for the entire life of the program. This financing plan must include an analysis of the available resources which will be used to fund not only the CIP itself but the required operating expenses and debt service requirements of the City.

In order to ensure that the financing plan is complete in every respect, the plan formulation process must include:

1. A projection of revenues and resources which will be available to fund operating and capital expenditures during the life of the CIP.
2. A projection of future years' operating expenditure levels which will be required to provide ongoing services to City residents.
3. Once the CIP projects have been evaluated, a determination is made of the projects to be funded and the timing of the cash outflow for each project. The information is then tabulated to determine the amounts required to fund the CIP for each year.
4. From the information obtained in 1 through 3 above, the additional resources required to fund the CIP will be determined and a decision will be made on whether the program is to be financed by the issuance of debt, on a pay-as-you-go basis or some combination of the two (2).

The financing plan prepared in such a manner will be as accurate as possible and should be an informative document to all City residents. However, due to the uncertainty involved in projecting operating cost increases, the community's desire for service increases and the inflow of resources over a five-year period, the financing plan presented should be viewed as a theoretical framework to be adjusted each year based on the most recent information available at that time. This will be accomplished by updating the financing plan each year, adopting operating and capital budgets, and ordinances to implement fee structures which will be required to fund the program each year.

DEBT VS PAY-AS-YOU-GO FINANCING

Debt financing through the issuance of long term bonds is most appropriate when:

1. There are a small number of relatively large dollar value projects.
2. Larger projects cannot be broken into segments and the costs distributed over a longer time frame without impairing the usefulness of the project.

3. The projects are non-recurring.
4. Assets acquired have a relatively long useful life which equals or exceeds the life of the debt.

Through long-term bond financing, the costs of a project having a long useful life can be shared by future residents who will benefit from the projects.

In contrast, pay-as-you-go financing is most appropriate for a CIP which includes:

1. A large number of projects having a relatively small dollar value.
2. Projects which can be broken into phases with a portion completed each year without impairing the overall effectiveness of the project.
3. Projects which are of a recurring nature.
4. Projects where the assets acquired will have relatively short useful lives.

The primary advantage of pay-as-you-go financing is that the interest costs and costs of bringing a bond issue to market can be avoided. However, if inappropriately used, this financing plan may cause tax rates and fee structures to increase suddenly and may result in current residents paying a greater portion of projects which benefit future residents.

In summary, the choice of the appropriate financing plan will be contingent upon an analysis of the projects to be included in a CIP.

REQUIRED SEPARATION OF FUNDING SOURCES

In order to comply with accepted governmental accounting practices and to ensure compliance with City Codes and any related Bond Indentures, the analysis and financing plan contained herein will be presented within their respective funds. Projects funded on a pay-as-you-go basis will directly relate to the Capital Fund Budget from where the source of funding is derived. Each of these Budgets will appear in the Annual Operating and Capital Improvement Budget, which is adopted each year. Those funds are currently represented as follows:

1. General Fund
2. Transportation and Street Maintenance Fund
3. Charter School Fund
4. Capital Projects Fund
5. Stormwater Utility Fund

In accordance with accounting, legal and internal revenue requirements, all projects to be completed with the proceeds received from the sale of Bonds or loans will be accounted for in a Capital Construction Fund or Stormwater Utility Fund. In addition, capital outlay for the Charter School is included in a separate Budget adopted by the City Commission.

SUMMARY OF FINANCING PLAN MODEL

Detailed funding plans for individual funds of the City are enclosed herein in the following sections. The following represents an overview of the major points of the recommended funding plan:

1. Utilize “pay-as-you-go” financing through annual appropriations to fund the total five year amount of \$17,883,605. No additional debt is recommended.
2. Adjusts property tax revenues based on projected conservative growth in assessments.

PROPOSED FINANCING PLAN
GENERAL FUND

After evaluating the nature of the various projects that are included in the City's General CIP, it was decided that pay-as-you-go would be most appropriate for funding the program.

FINANCING PLAN TABLES

Based on this decision, the analysis which follows is aimed at developing a financing plan which will allow the City to fund General Government Services operating expenditures and all projects recommended for funding in the General CIP for each year of the program.

Table 1 presents a five-year projection of resources which will be available for General Government Services. Unless shown by an asterisk (*), the amount projected for each revenue is based on the tax rate or fee structure in effect during the 2014/15 fiscal year. Revenue descriptions followed by an asterisk (*) were computed based on a projected increase in the rate structure as discussed in the assumption of projections.

Table 2 presents a five-year projection of required operating expenses for General Government Services which utilize the cost data as outlined in the assumption of projections.

Table 3 is a recap of resources available to fund the General CIP based on projected revenues and expenditures and the proposed Capital Improvement Program appropriations for the five (5) years of the program. Please note that this analysis assumes that all available resources not needed to fund current operating expenditures will be transferred to the CIP Fund and that any balance in the CIP Fund will remain in the CIP. Through this process, the City will be able to accumulate a reserve which would be used to fund unexpected capital outlays or to fund future years' programs.

TABLE 1

PROJECTION OF RESOURCES AVAILABLE FOR GENERAL GOVERNMENT SERVICES

	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
CURRENT YEAR REVENUES AVAILABLE FOR GENERAL GOVERNMENT SERVICES						
AD VALOREM TAXES	\$13,811,000	\$14,896,543	\$15,641,370	\$16,423,439	\$ 17,244,611	\$18,106,841 (a)
FPL FRANCHISE FEES	1,782,000	1,898,000	1,935,960	1,974,679	2,014,173	2,054,456 (b)
FRANCHISE FEES	508,000	519,000	534,570	550,607	567,125	584,139 (c)
UTILITY TAXES	7,652,000	7,886,000	8,122,580	8,366,257	8,617,245	8,875,762 (d)
SECTION 185 PREMIUM TAX	318,000	318,000	318,000	318,000	318,000	318,000
CITY BUSINESS LICENSES TAX	880,000	910,000	919,100	928,291	937,574	946,950 (e)
BUILDING RELATED REVENUE	1,653,000	2,068,000	1,600,000	1,300,000	1,300,000	1,000,000 (f)
STATE SHARED REVENUES-UNRESTRICTED	552,329	642,329	661,599	681,447	701,890	722,947 (g)
HALF CENT SALES TAX	2,630,000	2,725,000	2,820,375	2,919,088	3,021,256	3,127,000 (h)
CHARGES FOR SERVICES	2,120,000	2,153,000	2,228,355	2,306,347	2,387,070	2,470,617 (i)
FINES AND FORFEITURES	1,632,000	1,642,000	1,691,260	1,741,998	1,794,258	1,848,085 (j)
MISC. REVENUES	165,000	205,000	178,000	178,000	178,000	178,000
COUNTY BUSINESS TAX	49,000	49,000	49,000	49,000	49,000	49,000
TOTAL CURRENT YEAR REVENUES	\$33,752,329	\$35,911,872	\$36,700,169	\$37,737,154	\$39,130,201	\$40,281,798
TRANSFERS FROM E911 FUND	30,000	30,000	31,050	32,137	33,262	34,426
TOTAL AVAILABLE	\$ 33,782,329	\$ 35,941,872	\$ 36,731,219	\$ 37,769,290	\$ 39,163,463	\$ 40,316,224

NOTES TO ASSUMPTION OF PROJECTIONS

- (a) Ad Valorem Tax revenues are estimated to increase at 8% in 2015/16 and grow at the rate of 5% each year thereafter.
- (b) FPL Franchise Fees from the County will grow at the rate of 2% per year.
- (c) Franchise fees will grow at the rate of 3% per year.
- (d) Utility taxes will grow at the rate of 3% per year.
- (e) Business License Tax will grow at the rate of 1.0% per year.
- (f) Building related revenues will decrease over the 5 year period.
- (g) State shared revenues will grow at the rate of 3% per year.
- (h) Half-cent sales tax will grow at the rate 3.5% per year.
- (i) Charges for services will grow at the rate of 3.5% per year.
- (j) Fines & forfeitures will grow at the rate of 3% per year.

TABLE 2
PROJECTION OF OPERATING EXPENDITURES FOR GENERAL GOVERNMENT SERVICES

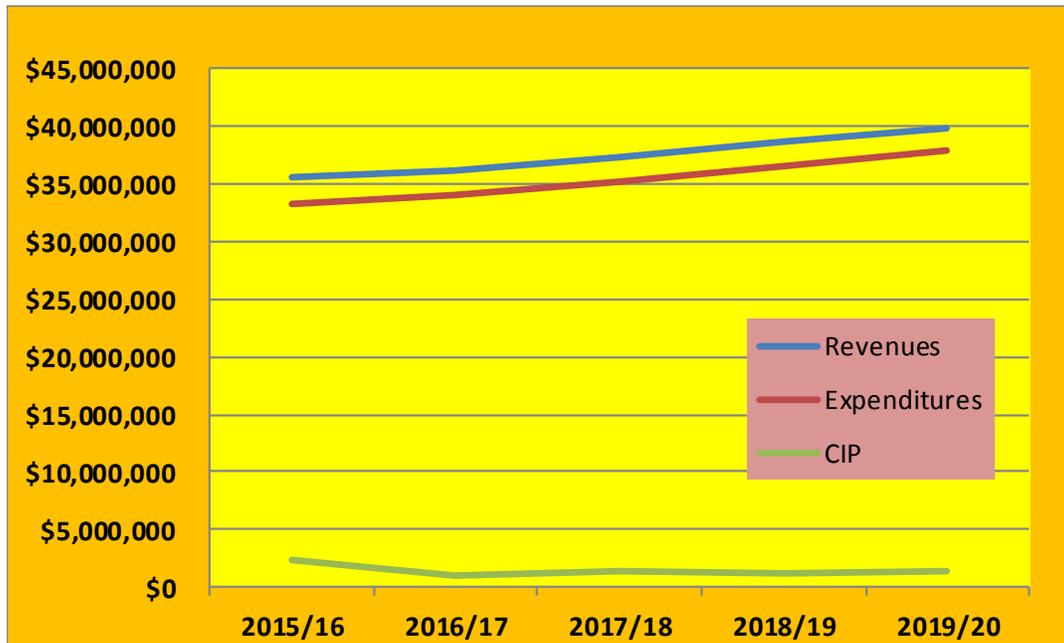
DEPARTMENT	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
City Commission	\$ 125,339	\$ 128,563	\$ 131,134	\$ 135,068	\$ 139,120	\$ 143,294
Office of the City Manager	807,931	821,742	854,612	888,796	924,348	961,322
Legal	270,000	280,000	290,000	290,000	290,000	290,000
City Clerk	313,021	287,685	322,069	338,173	371,845	397,874
Finance	986,975	1,003,892	1,054,087	1,106,791	1,162,130	1,220,237
Information Technology	968,588	1,013,438	1,059,043	1,111,995	1,167,595	1,225,974
Public Safety	17,403,680	18,068,337	18,881,412	19,636,669	20,422,135	21,341,131
Arts & Cultural Center	726,900	798,183	809,101	845,511	883,559	923,319
Community Development	2,104,435	2,401,633	2,123,682	2,112,392	2,125,764	2,114,537
Community Services	4,476,210	4,760,648	4,951,074	5,149,117	5,355,082	5,569,285
Non - Departmental	1,469,000	1,481,000	1,510,620	1,540,832	1,571,649	1,603,082
TOTAL PROJECTED OPERATING EXPENDITURES GENERAL GOVERNMENTAL SERVICES	<u>\$ 29,652,079</u>	<u>\$ 31,045,121</u>	<u>\$ 31,986,834</u>	<u>\$ 33,155,344</u>	<u>\$ 34,413,227</u>	<u>\$ 35,790,056</u>
TOTAL PROJECTED DEBT SERVICE REQUIREMENTS Transfers	2,221,190	2,208,590	2,220,979	2,220,979	2,220,979	2,220,979
TOTAL PROJECTED EXPENDITURES	<u>\$ 31,873,269</u>	<u>\$ 33,253,711</u>	<u>\$ 34,207,813</u>	<u>\$ 35,376,323</u>	<u>\$ 36,634,206</u>	<u>\$ 38,011,035</u>

NOTES TO ASSUMPTION OF PROJECTIONS

Operating expenditures are projected to increase on average of 4% each year.

**TABLE 3
 RECAP OF AVAILABLE RESOURCES vs PROPOSED APPROPRIATIONS
 GENERAL FUND CAPITAL IMPROVEMENT PROGRAM**

	2015/16	2016/17	2017/18	2018/19	2019/20
TOTAL PROJECTED AVAILABLE RESOURCES	\$35,941,872	\$36,731,219	\$37,769,290	\$39,163,463	\$40,316,224
PROJECTED OPERATING EXPENDITURES	31,045,121	31,986,834	33,155,344	34,413,227	35,790,056
DEBT SERVICE REQUIREMENTS	2,208,590	2,220,979	2,220,979	2,220,979	2,220,979
SUBTOTAL - EXPENDITURES	33,253,711	34,207,813	35,376,323	36,634,206	38,011,035
BALANCE AFTER OPERATING COSTS	2,688,161	2,523,406	2,392,967	2,529,257	2,305,189
LESS CIP APPROPRIATIONS	2,660,925	1,095,475	1,446,325	1,240,005	1,395,375
BALANCE	\$ 27,236	\$ 1,427,931	\$ 946,642	\$ 1,289,252	\$ 909,814
AMOUNT NEEDED FROM CIP RESERVE OR NEW REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -



PROPOSED FINANCING PLAN
TRANSPORTATION FUND

This fund was established to account for restricted revenues and expenditures which by State Statute and County Transit System Surtax Ordinance are designated for transportation enhancements, street maintenance and construction costs. This table reflects the anticipated revenues available and the proposed appropriations.

TABLE 4
TRANSPORTATION AND STREET MAINTENANCE FUND
RECAP OF AVAILABLE RESOURCES AND PROPOSED APPROPRIATIONS
SUMMARY BY YEAR

	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
REVENUES						
LOCAL OPTION GAS TAX	\$ 505,000	\$ 516,000	\$ 528,900	\$ 542,123	\$ 555,676	\$ 544,000
INTEREST EARNINGS	2,000	2,000	2,000	2,000	2,000	1,000
STATE SHARED REVENUES-RESTRICTED	170,000	240,000	246,000	252,150	258,454	184,000
FDOT	-	490,000	-	-	-	-
CARRYOVER	2,213,480	1,182,855	106,450	347,850	499,365	794,339
COUNTY TRANSIT SYSTEM SURTAX	1,050,000	1,371,000	1,405,275	1,440,407	1,476,417	1,131,000
TOTAL REVENUES	\$3,940,480	\$3,801,855	\$2,288,625	\$ 2,584,529	\$2,791,911	\$ 2,654,339
EXPENDITURES						
Maintenance Operating Expenditures	\$ 463,500	\$ 537,405	\$ 564,275	\$ 592,489	\$ 622,113	\$ 653,219
Transit Services	399,000	470,000	643,500	675,675	709,459	894,932
TOTAL EXPENDITURES	\$ 862,500	\$ 1,007,405	\$ 1,207,775	\$ 1,268,164	\$ 1,331,572	\$ 1,548,151
Total For Capital	3,077,980	2,794,450	1,080,850	1,316,365	1,460,339	1,106,188
CAPITAL EXPENDITURES						
Project Title	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Street Lighting	\$ 231,411	\$ 428,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ -
TVMS	300,000	500,000	-	-	-	-
Transportation Improvements	353,714	490,000	-	-	-	-
Road Resurfacing Program	1,010,000	1,270,000	333,000	417,000	266,000	408,000
TOTAL CAPITAL EXPENDITURES	\$ 1,895,125	\$ 2,688,000	\$ 733,000	\$ 817,000	\$ 666,000	\$ 408,000
Reserves	\$ 1,182,855	\$ 106,450	\$ 347,850	\$ 499,365	\$ 794,339	\$ 698,188

**PROPOSED FINANCING PLAN
STORMWATER UTILITY FUND**

The City is responsible for stormwater management activities within its corporate boundaries.

In order to address deficiencies and develop an ongoing maintenance program, a Stormwater Utility Fund was created. The Fund generates revenues for stormwater management costs, permitting, maintenance and capital improvements from a source other than the General Fund, gas taxes or ad valorem taxes. The Utility relies on user fees charged to residents and businesses for generating revenues.

Table 5 reflects the anticipated revenues available and the proposed appropriations for the Stormwater Utility Fund for the five-year period.

A total of \$2,746,000 worth of stormwater drainage projects will be completed during the five-year period. The monthly rate charged to users per unit was \$2.50 for 2014/15. It is not recommended that the fee be increased during the next five (5) years.

TABLE 5
RECAP OF AVAILABLE RESOURCES vs PROPOSED APPROPRIATIONS
STORMWATER UTILITY FUND

	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Revenues:						
Stormwater Utility Billings (1)	\$867,000	\$875,670	\$884,427	\$893,271	\$902,204	\$911,226
State Grant	425,000	195,000	-	-	-	-
Interest	4,000	1,000	1,000	1,000	1,000	1,000
Carry Over of Surplus	880,000	1,569,600	407,614	445,238	463,635	370,929
	\$ 2,176,000	\$ 2,641,270	\$ 1,293,041	\$ 1,339,509	\$ 1,366,839	\$ 1,283,155
Operating Expenses: (2)	556,400	578,656	601,802	625,874	650,909	676,946
Available for CIP & Debt Service	\$ 1,619,600	\$ 2,062,614	\$ 691,238	\$ 713,635	\$ 715,929	\$ 606,210
Annual CIP Expenditures:	850,000	1,655,000	246,000	250,000	345,000	250,000
Annual Surplus/(Deficit):	\$ 769,600	\$ 407,614	\$ 445,238	\$ 463,635	\$ 370,929	\$ 356,210

NOTES TO ASSUMPTION OF PROJECTIONS

- (1) Projected to increase by 1% annually.
- (2) Includes Operation and Maintenance, Engineering and Administration .
Projected to continue to grow at an annual rate of 4%.

**PROPOSED FINANCING PLAN
CAPITAL PROJECTS FUND**

This fund was established to account for restricted impact fees or other revenues and which by Ordinance or Commission Policy are designated for police and parks capital improvements. This table reflects the anticipated revenues available and the proposed appropriations.

**TABLE 6
CAPITAL PROJECTS FUND
RECAP OF AVAILABLE RESOURCES AND PROPOSED APPROPRIATIONS
SUMMARY BY YEAR**

	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
<u>REVENUES</u>						
Police Impact Fees	\$ 7,500	\$ 5,000	\$ -	\$ -	\$ -	\$ -
Park Impact Fees	7,500	-	-	-	-	-
Developer Contributions	750,000	-	-	-	-	-
Carryover - Parks Impact Fees	1,033,741	900,000	-	-	-	-
Carryover - Police Impact Fees	25,898	0	5,000	5,000	-	-
TOTAL REVENUES	\$1,824,639	\$ 905,000	\$ 5,000	\$ 5,000	\$ -	\$ -
<u>POLICE CAPITAL EXPENDITURES</u>						
Police Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TVMS	757,500	-	-	-	-	-
Police Reserves	25,898	5,000	5,000	5,000	-	-
TOTAL EXPENDITURES	\$ 783,398	\$ 5,000	\$ 5,000	\$ 5,000	-	-
<u>PARKS CAPITAL EXPENDITURES</u>						
Park Reserves	911,241	-	-	-	-	-
NE 188th Street Park Improvements	130,000	900,000	-	-	-	-
TOTAL EXPENDITURES	1,041,241	900,000	-	-	-	-
TOTAL CAPITAL EXPENDITURES	\$1,824,639	\$ 905,000	\$ 5,000	\$ 5,000	\$ -	\$ -



PROJECT DESCRIPTIONS

BEAUTIFICATION AND PARK FACILITIES IMPROVEMENTS

This section includes beautification projects and improvements to the City's park system and recreational facilities. There are six (6) projects in the CIP, which total \$2,594,050. Special emphasis was given to upgrading existing park facilities.

Policies

The City's investment in improvements to the City park system is based on the following policies:

Goal: Provide adequate and accessible parks and facilities to meet the recreational needs of all current and future residents.

- Provide a variety of quality recreation facilities that will meet the needs of all age groups within the City and enhance the overall environmental characteristics of the area.
- Maximize the utilization of all public facilities through the provision of variety in the type of facility offered.
- Provide exercise/walking paths and designated areas for bike riders to enhance the physical well being of residents.
- Provide recreational facilities on the basis of 2.75 acres per 1,000 population.
- Encourage the integration of recreational facilities into the development of residential, commercial, industrial, and open space land uses.

Goal: Update the five-year CIP on an annual basis.

- Provide parks whereby residents have access to neighborhood parks within a 2 mile radius and community parks which serve the entire City.

Goal: Increase Safety Standards

- Provide for adequate security measure including limited access facilities.
- Replace dangerous equipment and eliminate visual barriers to reduce criminal opportunities.
- Employ vandal-resistant equipment and facilities.
- Maintain a Parks Usage Plan to protect the City's investment in the park system and insure the residents' safety.

Goal: Protect and preserve environmentally sensitive land and water areas.

- Preserve and enhance open space with environmental impact.

Existing Facilities

There is 32 acres of open space and public park land in the City.

Aventura Founders Park was opened in November 1998. This 11 acre site located on West Country Club Drive and NE 190th Street includes both active and passive recreational opportunities. The park encompasses the following components: Splash pad, Jogging Path, tennis courts, gated entries, One ball field w/ dugouts and backstops, Restroom Buildings, Decorative Fencing, Playground, picnic area, passive play areas, baywalk, landscaping, two parking lots, multi-purpose plaza areas, signage, benches, and security lighting.

Don Soffer Exercise/Walking Path contains 5.5 acres that is classified as open space recreation area. This facility is used by residents for both recreational and exercise purposes.

Waterways Dog Park was acquired by the City in 1998 from a private developer. This 1.5 acre site was previously constructed by a private developer. The City converted this site to a dog park in 2008.

Waterways Park was purchased in 2006. The 7 acre site that includes a multipurpose sports field, playground, basketball court, fitness trail, parking and restroom facilities was opened in 2008.

Arthur I Snyder Memorial Park was purchased in 1998. This 3.5 acre site was one of the last remaining waterfront undeveloped parcels in the City. This site contains the Community/Recreation Center. Open passive and sitting areas are available at this location.

Veterans Park was acquired by the City from a private developer in 2001. This 2 acre site is located on NE 31st Avenue. Facilities and amenities include: parking lot; 1.5 acre open playfield area; playground facilities; restroom facilities and landscaping with shade trees. This park was modified in 2008 by removing the dog play area and expanding the children's play area and adding a restroom facility.

NE 188th Street Park contains 1.5 acres and was dedicated to the City in 2013. Development of this site is scheduled to begin in 2015.

Prior Accomplishments

The following projects have been completed or are scheduled for completion as of the 2014/15 fiscal year:

Project Title	Year
Conceptual Design of Aventura Founders Park	1996/97
Design of Country Club Drive Exercise Safety Improvements	1996/97
Purchase of 5.5 acres for Aventura Founders Park	1996/97
Bus Shelter & Bench Replacements	1996/97, 1997/98, 1998/99 1999/00, 2000/01, 2001/02 2005/06
Aventura Blvd Beautification Improvements	1997/98
Northern Entrance Beautification Improvements	1997/98
Aventura Founders Park Development	1997/98
Country Club Drive Exercise/Walking Path Improvements	1997/98
NE 183 rd Street Beautification Improvements	1997/98
NE 34 th Avenue Beautification Improvements	1997/98
Library Landscaping Project	1997/98
Huber Tract Open Space Land Purchase	1998/99
NE 207 th Street Beautification Improvements	1998/99
Country Club Dr. Exercise Path Safety Improvements	1998/99, 2004/05, 2009/10
NE 190 th Street Beautification Improvements	1998/99
Biscayne Boulevard Phase I Beautification Improvements	1998/99
FEC Landscape Buffer	1998/99
NE 191 st Street Beautification Improvements	1998/99
Waterways Park Improvements	1999/00
Founders Park Improvements	1999/00, 2001/02, 2002/03 2003/04, 2005/06, 2010/11 2013/14, 2014/15
Biscayne Boulevard Phase II Beautification Improvements	1999/00
NE 185 th Street & NE 28 th Ave Beautification Improvements	1999/00
NE 213 th Street Beautification Improvements	2001/02
Aventura Blvd. Entrance Features	2001/02
Community/Recreation Center Conceptual Design	2000/01
Community Recreation Center Development	2001/02
Expanded Waterways Park Purchase	2003/04
Biscayne Boulevard Phase II Beautification Improvements	2001/02
Country Club Drive Beautification Improvements	2002/03
Newspaper Racks	2002/03, 2003/04
NE 188 th Street Beautification Improvements	2002/03
Yacht Club Way Beautification Improvements	2003/04
William Lehman Causeway Beautification Improvements	2003/04, 2004/05
Veterans Park Development	2003/04
Waterways Park Design	2005/06
Founders Park Parking Lot Expansion	2005/06
NE 207 th Street Swale Beautification Improvements	2005/06
Waterways Park Development	2006/07, 2007/08
Splashpad Addition to Founders Park	2006/07
Miami Gardens Drive Beautification Improvements	2006/07
Waterways Dog Park Development	2007/08

Veterans Park Modifications & Improvements	2007/08, 2013/14
Entrance Features Upgrades	2010/11
Waterways Park Improvements	2013/14, 2014/15
NE 188 th Street Park Design	2014/15

Park Facilities/Open Space Recreation

The City’s estimated current population is 37,239. The City’s Comprehensive Plan recommended standard is 2.75 acres of park and recreation land for every 1,000 potential residents. The amount of park and recreation land required by the park standards for this population is 102 acres. In calculating the number of recreation acres the City has available for use by residents, public private, golf courses and marinas are accounted for at a different degree depending on accessibility to citizens of the City. Assuming that public facilities can be accounted for at 100%, private recreation facilities at 50%, and marinas and the golf course at 25%, the City existing and proposed recreation areas total 117. Therefore, no deficiency exists under the City’s standards. Table PFOS1 contains an inventory of existing and proposed recreation and open space areas. The City owns 32 park/open space acres.

Table PFOS 1
CITY OF AVENTURA
Recreation/Open Space Inventory

<u>TYPE</u>	<u>FACILITY</u>	<u>ACRES</u>	<u>APPLICABLE ACRES</u>
<i>Public Recreation Areas</i>			
C	Don Soffer Exercise/Walking path	5.5	5.5
C	Arthur I Snyder Memorial Park	3.5	3.5
N	Veterans Park	2.0	2.0
N	Waterways Park	7.0	7.0
N	Waterways Dog Park	1.5	1.5
N	NE 188 th Street Park	1.5	1.5
N	Aventura Founders Park	<u>11.0</u>	<u>11.0</u>
	Public Recreation Subtotal	<u>32.0</u>	<u>32.0</u>
<i>Private Recreation Areas</i>			
	Private Recreation Sites	63.61	31.81
	Marina Complexes	9.40	2.35
	Golf Courses	<u>203.17</u>	<u>50.79</u>
	Private Recreation Subtotal	276.18	84.95
	Total Recreation Areas	<u>306.68</u>	<u>116.95</u>

C = Community Park
N = Neighborhood Park

Funding Plan

Funding for the proposed beautification and park facilities will be provided by the proceeds from the following revenue sources:

Total Category Budget	\$2,594,050
-----------------------	-------------

Funding:

General Fund	\$1,694,050
Capital Projects Fund	900,000

TABLE 1
 PROPOSED BEAUTIFICATION AND PARK FACILITIES IMPROVEMENTS
 PROJECTS SCHEDULED FOR 2015/16 - 2019/20
 SUMMARY BY YEAR

CIP #	Project Title	Dept. #	2015/16	2016/17	2017/18	2018/19	2019/20	Total
BP1	Founders Park Improvements	CS	\$ 18,000	\$ 149,000	\$ 30,000	\$ 35,000	\$ 15,000	\$ 247,000
BP2	Waterways Park Improvements	CS	8,000	5,000	-	-	-	13,000
BP3	Veterans Park Improvements	CS	-	-	150,000	4,500	-	154,500
BP4	NE 188th Street Park Improvements	CS	1,400,000	-	-	-	-	1,400,000
BP5	Exercise Trail Improvements	CS	700,000	-	10,400	10,600	10,800	731,800
BP6	City-wide Beautification Improvements	CS	9,200	9,400	9,600	9,750	9,800	47,750
Totals			\$ 2,135,200	\$ 163,400	\$ 200,000	\$ 59,850	\$ 35,600	\$ 2,594,050

TABLE 2
 PROPOSED BEAUTIFICATION AND PARK FACILITIES IMPROVEMENTS
 PROJECTS SCHEDULED FOR 2015/16 - 2019/20
 FUNDING PLAN

CIP #	Project Title	Dept. #	Total	Capital Projects	General Fund
BP1	Founders Park Improvements	CS	\$ 247,000	\$ -	\$ 247,000
BP2	Waterways Park Improvements	CS	13,000	-	13,000
BP3	Veterans Park Improvements	CS	154,500	-	154,500
BP4	NE 188th Street Park Improvements	CS	1,400,000	900,000	500,000
BP5	Exercise Trail Improvements	CS	731,800	-	731,800
BP6	City-wide Beautification Improvements	CS	47,750	-	47,750
Totals			2,594,050	\$ 900,000	\$ 1,694,050

PROPOSED PROJECTS

1 – CS

Founders Park Improvements

2015/16 \$18,000 2016/17 \$149,000 2017/18 \$30,000
 2018/19 \$35,000 2019/20 \$15,000

This project consists of maintenance projects which replace and update equipment as well as enhancements to the existing features.

2015/16	Replace Office and Welcome Center Furniture	12,000
	Preplace Two Chilled Water Fountains	6,000
2016/17	Replace SplashPad Water Features	30,000
	Resurface Parking Lot and Exercise Trail	119,000
2017/18	Replace SplashPad Water Features	30,000
2018/19	Replace Sunpad Furniture	23,000
	Replace SpalshPad Pumps	12,000
2019/20	Replace Benches and Trash Cans	15,000

2-CS

Waterways Park Improvements

2015/16 \$8,000 2016/17 \$5,000

This project consists of the following maintenance projects.

2015/16	Replace Water Fountain	3,000
	Replace Soccer Nets	5,000
2016/17	Replace Soccer Nets	5,000

3-CS

Veterans Park Improvements

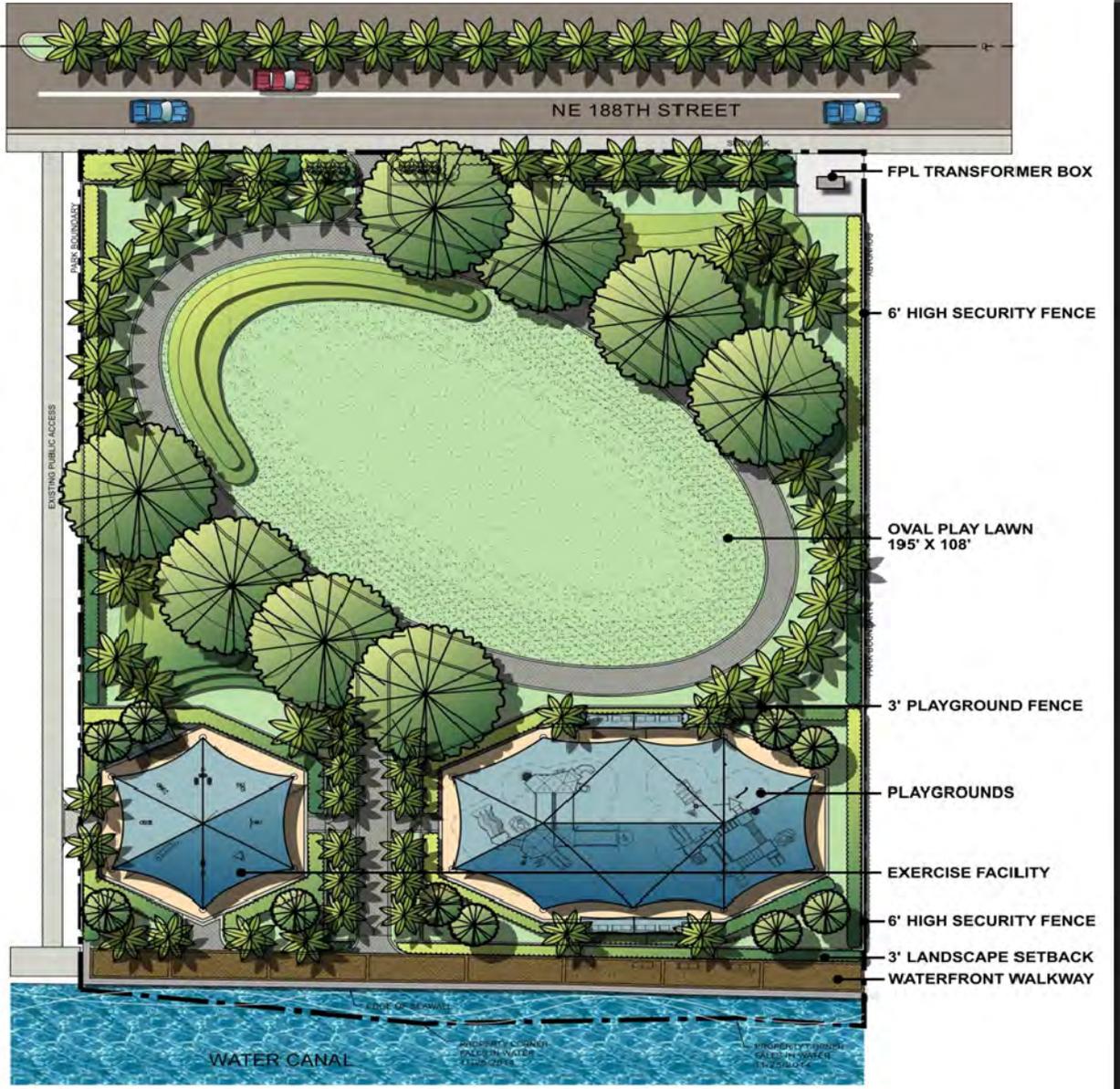
2017/18 \$150,000 2018/19 \$4,500

This project consists of maintenance projects which replace and update equipment as well as enhancements to the existing features.

2017/18	Replace Playground Equipment	150,000
2018/19	Replace Playground Equipment	4,500

4-CS
 NE 188th Street Park Improvements
 2015/16 \$1,400,000

This project consists of developing the 1.5 acre parcel on NE 188th Street into a large oval play area, 2 playground areas and an adult exercise area connecting to the promenade along the water.



5-CS

Exercise Trail Improvements

2015/16 \$700,000 2017/18 \$10,400 2018/19 \$10,600
 2019/20 \$10,800

This project consists of maintenance requirements for the Don Soffer Exercise Path:

2015/16	Replace Path Lighting System	700,000
2017/18	Replace 2 Water Fountains	10,400
2018/19	Replace 2 Water Fountains	10,600
2019/20	Replace 2 Water Fountains	10,800

6 - CS

City-Wide Beautification Improvements

2015/16 \$9,200 2016/17 \$9,400 2017/18 \$9,600
 2018/19 \$9,750 2019/20 \$9,800

This project consists of replacing aging street furniture that is no longer useful.

2015/16	Purchase Trash Cans and Benches	9,200
2016/17	Purchase Trash Cans and Benches	9,400
2017/18	Purchase Trash Cans and Benches	9,600
2018/19	Purchase Trash Cans and Benches	9,750
2019/20	Purchase Trash Cans and Benches	9,800

TRANSPORTATION, DRAINAGE AND INFRASTRUCTURE IMPROVEMENTS

This section includes improvements to the City's transportation system, roadways, drainage system, sidewalks, pedestrian pathways, street lighting, transit and other infrastructure improvements. There are five (5) improvement projects in the Capital Improvement Program, which total \$8,408,000. Special emphasis was given to improving traffic flow, street lighting, correcting drainage deficiencies and road resurfacing and addressing maintenance considerations. The projects outlined in this section have been developed based on a survey of all areas of the City, with respect to the improvement items, by the Community Services Department; City's consulting engineer and staff. The projects were prioritized according to the urgency of the improvements needed and age of the areas to be improved.

Policies

The City's investment in improvements to its transportation system, roads, sidewalks, street lighting and drainage system is based on the following policies:

Goal: Utilize the Stormwater Utility Fund to provide revenue sources to fund drainage improvements contained in the CIP.

- Coordinate area-wide storm water developments with major street improvements.
- Provide adequate storm drainage as defined by present standards for different types of areas of the City.
- Upgrade areas of the City to conform to present drainage standards to eliminate flood prone areas.
- Implement projects that address the long-term problems of the rising sea levels.

Goal: Improve local roads to meet road safety requirements and serve the transportation needs of the City.

- Systematically provide local street improvements throughout the City based upon the existing condition and age of the street and the cost of maintenance of the street.
- Implement improvements to meet safety standards.
- Improve safety by installing street lighting on all appropriate public roadways.
- Provide walkways and sidewalks to improve the safety of residents traveling throughout the City.

- Accept the dedication of private roads throughout the City in accordance with the Policy governing the conversion of private roads to public roads as outlined in Resolution No. 97-05.

Goal: Address traffic flow along the major roadways and intersections by implementing projects that create improvements to the system.

Existing Facilities

The following is a list of current public roads under the jurisdiction of the City:

NE 185 th Street	NE 27 th Court
NE 28 th Place	NE 28 th Avenue
NE 29 th Avenue	NE 29 th Court
NE 29 th Place	NE 30 th Avenue
NE 34 th Avenue	NE 187 th Street
NE 188 th Street	NE 190 th Street
NE 191 st Street	NE 192 nd Street
NE 193 rd Street	Aventura Boulevard
West Country Club Drive	North Country Club Drive
East Country Club Drive	NE 201 Terrace
NE 203 rd Street	NE 205 th Street
NE 206 th Street	NE 207 th Street
NE 208 th Street	NE 208 th Terrace
NE 209 th Street	NE 211 th Street
NE 213 th Street	NE 214 th Terrace
NE 214 th Street	NE 183 rd Street
Yacht Club Drive	Turnberry Way
NE 27 th Court	

Prior Accomplishments

Since the inception of the CIP, the following projects have been completed or are scheduled for completion as of the 2014/15 fiscal year:

<u>Project Title</u>	<u>Year</u>
Country Club Drive Drainage Improvements	1996/97
Sidewalk Installation – Southside of Lehman Causeway	1996/97
Pedestrian Safety Study	1996/97
Aventura Boulevard Street Lighting Improvements	1997/98
NE 183 rd Street & Drainage Improvements	1997/98
NE 183 rd Street Lighting Improvements	1997/98
NE 207 th Street Lighting Improvements	1997/98
North Aventura Stormwater Collector (213 th Street)	1997/98
Pedestrian Transportation Circulation Safety Improvements	1997/98
NE 190 th Street Lighting Improvements	1998/99
South Aventura Stormwater Collector	1998/99
Sidewalk Improvements & Replacements	1998/99, 1999/00, 2000/01

NE 34 th avenue Street Lighting Improvements	1999/00
NE 185 th Street & NE 28 th Avenue Improvements	1999/00
Safety Improvements – Country Club Drive	1999/00
NE 30 th Avenue Drainage Improvements	2000/01
NE 213 th Street Lighting Improvements	2000/01
NE 34 th Avenue Safety/Road Improvements	2000/01
Biscayne Lake Gardens Area Drainage Improvements	2001/02
NE 188 th Street, Lighting & Drainage Improvements	2002/03
Country Club Drive Improvements	2002/03, 2012/13, 2013/14
NE 190 TH Street Drainage Improvements	2002/03
Yacht Club way Drainage and Lighting Improvements	2003/04
NE 31 st Avenue Decorative Street Lighting	2003/04
Extension of Lehman Causeway Westbound Service Road	2003/04
Illuminated Street Signs	2003/04
Hospital District NE 213 TH Street Drainage Connector	2003/04
Hospital District North Collector	2004/05
NE 207 th Street Resurfacing	2004/05
Traffic Video Monitoring Program	2004/05, 2005/06
Directional Signs	2004/05
Yacht Club Drive Seawall Improvements	2005/06
Miami Gardens Drive	2005/06
Aventura Boulevard Resurfacing	2005/06
NE 213 th Street Outfall Drainage Improvement	2006/07
Miami Gardens Drive Extension and Street Lighting	2006/07
Ne 29 th Avenue Street Lighting Improvements	2006/07
Yacht Club Drive Resurfacing	2006/07
Countdown Pedestrian Walkway Signals	2006/07
Traffic Video Monitoring Program – Phase I	2006/07
Traffic Video Monitoring Program – Phase II	2007/08
NE 29 th Pace and Yacht Club Way Resurfacing	2007/08
NE 190 th Street Drainage Improvements	2007/08
NE 209 th Street/Biscayne Boulevard Traffic Improvements	2007/08
NE 187 th Street Traffic Improvements	2007/08
NE 180 th & NE 182 nd Street /Biscay Boulevard Signage	2007/08
NE 199 th Street/West Country Club Drive Turning Lane	2008/09
NE 190 th Street Resurfacing	2008/09
NE 191 st Street/Biscayne Boulevard Traffic Improvements	2008/09
NE 191 st /29 th Avenue Drainage Improvements	2008/09
Hospital District Resurfacing	2009/10
NE 183 rd Street Resurfacing & Road Improvements	2009/10
Yacht Club Way Bridge Improvements	2009/10
Country Club Drive Bus Shelters	2010/11
NE 29 th Avenue and NE 187 th Street Resurfacing	2010/11
NE 34 th Avenue Street Resurfacing	2010/11
Biscayne Boulevard Street Light Upgrades Phase 1	2010/11
Biscayne Boulevard Street Light Upgrades Phase 2	2011/12

NE 185 th /NE 31 th Avenue, NE 188 th Street and NE 191 Street	
Resurfacing	2011/12
Biscayne Boulevard Street Light Upgrades Phase 3	2012/13
Traffic Signal @ NE 185 th Street & NE 28 th Court	2012/13
Turning Lane at N. Country Club Drive and NE 34 th Avenue	2012/13
Biscayne Boulevard Street Light Upgrades Phase 4	2013/14
Traffic Flow Improvements NE 185 th Street	2013/14
NE 29 th Place Drainage Improvements & Resurfacing	2014/15
Biscayne Lake Gardens Resurfacing	2014/15
NE 207 th Street Resurfacing	2014/15
Traffic Video Monitoring System Upgrades	2014/15
NE 185 th Street Turning Lane Improvements	2014/15

Road, Drainage and Infrastructure Improvements

The majority of the projects outlined herein can be also be classified as drainage improvements and road resurfacing in accordance with established maintenance schedules.

Funding Plan

Funding for the proposed roadway, drainage and infrastructure improvement projects will be provided by the following sources:

Total Category Budget	\$8,408,000
<u>Funding:</u>	
Transportation Fund	\$5,312,000
Stormwater Utility Fund	2,746,000
General Fund	350,000

Tables 1 and 2 showing these improvement projects and funding schedules are followed by detailed project descriptions.

TABLE 1
 PROPOSED TRANSPORTATION, DRAINAGE AND INFRASTRUCTURE IMPROVEMENTS
 PROJECTS SCHEDULED FOR 2015/16 - 2019/20
 SUMMARY BY YEAR

CIP #	Project Title	Dept. #	2015/16	2016/17	2017/18	2018/19	2019/20	Total
TDI1	Stormwater Drainage Improvements	CS	\$ 1,655,000	\$ 246,000	\$ 250,000	\$ 345,000	\$ 250,000	\$ 2,746,000
TDI2	Road Resurfacing Program	CS	1,270,000	333,000	417,000	266,000	408,000	2,694,000
TDI3	Country Club Drive Pedestrian Signs	CS	490,000	-	-	-	-	490,000
TDI4	TVMS Upgrade	CS	850,000	-	-	-	-	850,000
TDI5	Street Lighting Improvements	CS	428,000	400,000	400,000	400,000	-	1,628,000
Totals			\$ 4,693,000	\$ 979,000	\$ 1,067,000	\$ 1,011,000	\$ 658,000	\$ 8,408,000

TABLE 2
 PROPOSED TRANSPORTATION, DRAINAGE AND INFRASTRUCTURE IMPROVEMENTS
 PROJECTS SCHEDULED FOR 2015/16 - 2019/20
 FUNDING PLAN

CIP #	Project Title	Dept. #	Total	Stormwater Utility Fund	General Transportation Fund	General Transportation Fund
TDI1	Stormwater Drainage Improvements	CS	\$ 2,746,000	\$ 2,746,000	\$ -	\$ -
TDI2	Road Resurfacing Program	CS	2,694,000	-	-	2,694,000
TDI3	Country Club Drive Pedestrian Signs	CS	490,000	-	-	490,000
TDI4	TVMS Upgrade	CS	850,000	-	350,000	500,000
TDI5	Street Lighting Improvements	CS	1,628,000	-	-	1,628,000
Totals			\$ 8,408,000	\$ 2,746,000	\$ 350,000	\$ 5,312,000

PROPOSED PROJECTS

1-CS

Stormwater Drainage Improvements

2015/16	\$1,655,000	2016/17	\$246,000	2017/18	\$250,000
2018/19	\$345,000	2019/20	\$250,000		

Projects included provide for drainage improvements in areas prone to flooding and addressing the long term impacts of the rising sea levels by installing check valves in the various drainage outflows throughout the City.

2015/16	NE 213 th Street and NE 183 rd Street Seawall	390,000
	NE 191 st Improvements	650,000
	NE 29 th Place Phase II (South) Improvements	390,000
	Stormwater Master Plan/Environmental Assessment	225,000
2016/17	3 Stormwater Outflow Check Valves	186,000
	NE 188 th Street and NE 190 th Street Seawall Improvements	60,000
2017/18	4 Stormwater Outflow Check Valves	250,000
2018/19	Replace Country Club Drive Pump Station	95,000
	4 Stormwater Outflow Check Valves	250,000
2019/20	4 Stormwater Outflow Check Valves	250,000

2-CS

Road Resurfacing Program

2015/16	\$1,270,000	2016/17	\$333,000	2017/18	\$417,000
2018/19	\$266,000	2019/20	\$408,000		

This project consists of resurfacing roadways as determined by the City's maintenance standards and the Community Services Department.

2015/16	NE 213 th Street	335,000
	NE 29 Place Phase II (South)	482,000
	Yacht Club Way Bridge Repairs	215,000
	NE 191 st Street	238,000
2016/17	NE 27 th Avenue	58,000
	NE 28 th Court between 185 and 187 Streets	53,000
	NE 30 th Avenue	168,000
	NE 209 th Street	54,000

2017/18	Yacht Club Drive	290,000
	Mystic Point Drive	127,000
2018/19	NE 187 th Street	145,000
	NE 185 th Street	121,000
2019/20	Aventura Boulevard	285,000
	NE 34 th Avenue	45,000
	NE 28 th Avenue	78,000
<hr/>		
3-CS		
Country Club Drive Flashing Pedestrian Crossing Signs		
2015/16 \$490,000		
<p>This project consists of replacing the “On Pavement Pedestrian Warning Signs” installed in 2014 with Reflective Rectangular Flashing Beacons. The Reflective Rectangular Flashing Beacons are solar powered and would require a pedestrian to push a button for the interstation signs to flash, thus requiring traffic to stop.</p>		
<hr/>		
4-CS		
Traffic Video Monitoring System		
2015/16 \$850,000		
<p>This project consists of upgrading the 10 year old TVMS equipment to state of art technology and expanding service by adding cameras at two locations in the southern portion of the City. The TVMS program utilizes cameras at key intersections to allow for the Police Department to monitor and respond to traffic conditions.</p>		
<hr/>		
5-CS		
Streetlight Improvements		
2015/16 \$428,000 2016/17 \$400,000 2017/18 \$400,000		
2018/19 \$400,000		
2015/16	Street Lights - NE 30 th Ave between NE 203 th Street and NE 207 Street	250,000
	Street Lights - NE 29 th Place Phase II (South)	178,000
2016/17	Retrofit Street Lighting with LED fixtures	400,000
2017/18	Retrofit Street Lighting with LED fixtures	400,000
2018/19	Retrofit Street Lighting with LED fixtures	400,000

PUBLIC BUILDINGS AND FACILITIES IMPROVEMENTS

Capital projects in this functional category include providing new facilities to serve City residents or improvements to existing facilities in the City. The CIP includes 3 projects totaling \$379,500.

Policies

The City's investment in improvements to public buildings and operational facilities is based on the following policies:

- Provide easily accessible services to City residents and adequate parking for City facilities.
- Repair and maintain all buildings and facilities in proper order to increase life of said facilities.

Prior Accomplishments

The following projects have been completed or are scheduled for completion as of the 2014/15 fiscal year:

<u>Project Title</u>	<u>Year</u>
Government Center/Police Station Needs Assessment Study	1996/97
Government Center Land Purchase	1997/98
Design of Government Center/Police	1997/98
Construction of Government Center	1999/00, 2000/01
Purchase of Charter Elementary School Property	2001/02
Construction of Charter Elementary School	2002/03
Community Center Improvements	2003/04, 2004/05, 2006/07, 2007/08
Construction of Middle School Wing to Charter School	2004/05
Holiday Lighting for Government Center	2005/06
Design of Arts & Cultural Center	2007/08
Classroom Additions to Charter School	2008/09
Arts & Cultural Center Construction	2008/09, 2009/10
Government Center Chiller Replacements	2009/10
Police Department Office Improvement	2009/10
Government Center Security Equipment Upgrade	2010/11
Government Center Commission Chambers Video Upgrade	2010/11
Government Center Parking Expansion Design	2011/12
Government Center Parking Garage	2012/13
Police Communications Center Improvements	2014/15

Funding Plan

Funding for the proposed Public Buildings Projects will be provided by the following sources: Total Category Budget \$379,500

Funding:

General Fund	\$242,500
Charter School Fund	137,000

TABLE 1
 PROPOSED PUBLIC BUILDING AND FACILITIES IMPROVEMENTS
 PROJECTS SCHEDULED FOR 2015/16 - 2019/20
 SUMMARY BY YEAR

CIP #	Project Title	Dept.	2015/16	2016/17	2017/18	2018/19	2019/20	Total
PBF1	HVAC Replacements	CS	\$ 30,000	\$ 30,000	\$ 42,000	\$ 65,000	\$ 145,000	\$ 312,000
PBF2	Community Recreation Center Improvements	CS	-	-	-	31,000	13,500	44,500
PBF3	AACC Improvements	AACC	-	-	-	-	23,000	23,000
Totals			\$ 30,000	\$ 30,000	\$ 42,000	\$ 96,000	\$ 181,500	\$ 379,500

TABLE 2
 PROPOSED PUBLIC BUILDING AND FACILITIES IMPROVEMENTS
 PROJECTS SCHEDULED FOR 2015/16 - 2019/20
 FUNDING PLAN

CIP #	Project Title	Dept.	Total	Charter Fund	General Fund
PBF1	HVAC Replacements	CS	\$ 312,000	\$ 137,000	\$ 175,000
PBF2	Community Recreation Center Improvements	CS	44,500	-	44,500
PBF3	AACC Improvements	AACC	23,000	-	23,000
Totals			\$ 379,500	\$ 137,000	\$ 242,500

PROPOSED PROJECTS

1 – CS

HVAC Replacements

2015/16 \$30,000 2016/17 \$30,000 2017/18 \$42,000
 2018/19 \$65,000 2019/20 \$145,000

This project consists of replacing the air conditioning units at various City facilities.

2015/16	Replace 20 ton HVAC at Community Recreation Center	\$30,000
2016/17	Replace 20 ton HVAC at ACES	\$30,000
2017/18	Replace 30 ton HVAC at ACES	\$42,000
2018/19	Replace 12 ton HVAC at Community Recreation Center Replace 3 8-ton HVAC at ACES	\$30,000 35,000
2019/20	Replace 20 ton HVAC at ACES Replace 20 ton HVAC at Community Recreation Center Replace Chiller at AACC	\$30,000 30,000 85,000

2 – CS

Community Recreation Center Improvements

2018/19 \$31,000 2019/20 \$13,500

2018/19	Replace Gym Bleachers, Wall Padding and Curtain.
2019/20	Replace Gym Lighting with LED Lights

3 – AACC Improvements

2019/20 \$23,000

This project consists of replacing the carpet at the Aventura & Arts and Cultural Center.

INFORMATION/COMMUNICATIONS TECHNOLOGY

This functional category includes improvements to the City's information/communication systems, data processing and the automation of certain operations by utilizing the latest technology to enhance productivity and efficiency. There are 12 projects totaling \$2,978,725.

Policies

The City's investment in information/technology projects is based on the following policies:

- Continue the implementation upgrade of the Management Information System for all key City operations to automate functions and improve efficiency and productivity.
- Maintain state of the art City-wide radio communications capabilities for Police operations.
- Develop and maintain computerized capabilities of the various City departments and information systems.
- Utilize the latest state-of-the-art technology including the use of the Internet and social media for the delivery of services.
- Maintain the E911 system to enhance police response times to emergencies.
- Utilize the latest technology for education and teaching at the Charter School.

Funding Plan

Funding for the proposed Information Technology Projects will be provided by the following sources: Total Category Budget \$2,978,725

Funding:

General Fund	\$1,998,225
Charter School Fund	980,500

TABLE 1
PROPOSED COMMUNICATIONS AND COMPUTERS EQUIPMENT
PROJECTS SCHEDULED FOR 2015/16 - 2019/20
SUMMARY BY YEAR

CIP #	Project Title	Dept. #	2015/16	2016/17	2017/18	2018/19	2019/20	Total
ICT1	Police Computers Systems<\$5000	PD	\$ 120,975	\$ 150,375	\$ 154,375	\$ 198,375	\$ 113,875	\$ 737,975
ICT2	Central Computer System>\$5000	IT	160,000	170,000	235,000	195,000	215,000	975,000
ICT3	Radios	PD	40,000	20,000	-	10,000	35,000	105,000
ICT4	Computer Equipment<\$5000	ACES	111,500	114,000	116,500	129,500	134,000	605,500
ICT5	Computer Equipment>\$5000	ACES	45,000	50,000	50,000	105,000	125,000	375,000
ICT6	Computer Equipment<\$5000	IT	6,000	6,000	6,000	6,000	6,000	30,000
ICT7	Computer Equipment<\$5000	F	6,000	2,000	3,000	3,000	5,000	19,000
ICT8	Computer Equipment<\$5000	CM	-	4,000	-	-	-	4,000
ICT9	Computer Equipment<\$5000	CS	10,000	6,300	26,900	20,550	15,000	78,750
ICT10	Computer Equipment<\$5000	CD	4,500	3,500	4,000	4,500	3,500	20,000
ICT11	Computer Equipment<\$5000	AACC	2,000	6,000	6,000	5,000	6,500	25,500
ICT12	Computer Equipment<\$5000	CC	-	-	3,000	-	-	3,000
Totals			\$ 505,975	\$ 532,175	\$ 604,775	\$ 676,925	\$ 658,875	\$ 2,978,725

TABLE 2
PROPOSED COMMUNICATIONS AND COMPUTERS EQUIPMENT
PROJECTS SCHEDULED FOR 2015/16 - 2019/20
FUNDING PLAN

CIP #	Project Title	Dept. #	Total	General Fund	Charter School Fund
ICT1	Police Computers Systems<\$5000	PD	\$ 737,975	\$ 737,975	-
ICT2	Central Computer System>\$5000	IT	975,000	975,000	-
ICT3	Radios and E911 System	PD	105,000	105,000	-
ICT4	Computer Equipment<\$5000	ACES	605,500	-	605,500
ICT5	Computer Equipment>\$5000	ACES	375,000	-	375,000
ICT6	Computer Equipment<\$5000	IT	30,000	30,000	-
ICT7	Computer Equipment<\$5000	F	19,000	19,000	-
ICT8	Computer Equipment<\$5000	CM	4,000	4,000	-
ICT9	Computer Equipment<\$5000	CS	78,750	78,750	-
ICT10	Computer Equipment<\$5000	CD	20,000	20,000	-
ICT11	Computer Equipment<\$5000	AACC	25,500	25,500	-
ICT12	Computer Equipment<\$5000	CC	3,000	3,000	-
Totals			\$ 2,978,725	\$ 1,998,225	\$ 980,500

PROPOSED PROJECTS

1 - PD

Police Computers Systems < \$5000

2015/16 \$120,975 2016/17 \$150,375 2017/18 \$154,375

2018/19 \$198,375 2019/20 \$113,875

This project consists of purchasing computer equipment and software that utilizes the latest technology for the Police Department.

2015/16	Upgrades	\$ 5,000
	Replace 25 Mobile Laptops	50,000
	20 Desktop Computers	24,000
	Vehicle Modems	5,600
	Replace 1 Server	5,000
	15 Vehicle Printers	7,875
	5 Desktop Scanners	5,000
	Color Printer	1,500
	Replace Smart Board	7,000
	FTO Module OSSI	10,000
2016/17	Upgrades	\$ 5,000
	Replace 25 Mobile Laptops	50,000
	20 Desktop Computers	24,000
	Vehicle Modems	14,000
	Replace 1 Server	5,000
	Vehicle Printers	7,875
	10 EOC PCS	12,000
	Laptop-Ruggized	4,000
	Replace Smart Board	8,000
	Key Track System	14,000
	5 Desktop Scanners	5,000
	Laser Printer	1,500
2017/18	Upgrades	\$ 5,000
	Replace 25 Mobile Laptops	50,000
	20 Desktop Computers	24,000
	40 Vehicle Modems	56,000
	Replace Server	5,000
	10 Vehicle Printers	7,875
	Desktop Scanners	5,000
	Laser Printer	1,500
2018/19	Upgrades	\$ 5,000
	Replace 25 Mobile Laptops	50,000

	20 Desktop Computers	24,000
	Vehicle Modems	56,000
	Replace Server	5,000
	10 Vehicle Printers	7,875
	Desktop Scanners	5,000
	Replace 2 Smart Board	20,000
	Key Track System	14,000
	Laptop-Ruggized	10,000
	Laser Printer	1,500
2019/20	Upgrades	\$ 5,000
	Replace 25 Mobile Laptops	50,000
	20 Desktop Computers	24,000
	10 Vehicle Modems	14,000
	Replace Server	5,000
	10 Vehicle Printers	7,875
	Desktop Scanners	5,000
	2 Laser Printer	3,000

2 - IT		
Central Management Information System > \$5000		
2015/16	\$160,000	2016/17 \$170,000
		2017/18 \$235,000
2018/19	\$195,000	2019/20 \$215,000
<p>This project consists of purchasing new and replacement computer hardware and software that utilize the latest technology for the City's general information management system, which is used by all City Departments.</p>		
2015/16	Software/Licenses/Upgrades	\$20,000
	Servers/ Security/UPS/Switches	60,000
	AS 400 Upgrades	5,000
	Upgrade Phone System	5,000
	Upgrade Video System Solution	10,000
	TVMS Equipment Upgrades	60,000
2016/17	Software/Licenses/Upgrades	\$20,000
	Servers/ Security/UPS/Switches	80,000
	AS 400 Upgrades	5,000
	Upgrade Phone System	10,000
	TVMS Equipment Upgrades	50,000
	Security Cameras/Recorders	5,000
2017/18	Software/Licenses/Upgrades	\$20,000
	Servers/ Security/UPS/Switches	85,000
	AS 400 Upgrades	50,000

	Upgrade Phone System	10,000
	TVMS Equipment Upgrades	50,000
	Equipment for Redundant Site	15,000
	Security Cameras/Recorders	5,000
2018/19	Software/Licenses/Upgrades	\$20,000
	Servers/ Security/UPS/Switches	70,000
	AS 400 Upgrades	5,000
	Upgrade Phone System	15,000
	TVMS Equipment Upgrades	65,000
	Security Cameras/Recorders	20,000
2019/20	Software/Licenses/Upgrades	\$15,000
	Servers/ Security/UPS/Switches	70,000
	AS 400 Upgrades	5,000
	Upgrade Phone System	25,000
	TVMS Equipment Upgrades	50,000
	Security Cameras/Recorders	50,000

3 - PD Radios		
2015/16	\$40,000	2016/17 \$20,000
2018/19	\$10,000	
2019/20	\$35,000	
<p>This project consists of upgrading the equipment for the 800 Mhz police radio system to ensure a state-of-the-art system and maintain the E911 system.</p>		
2015/16	8 Mobile Radios	40,000
2016/17	4 Mobile Radios	20,000
2018/19	2 Mobile Radios	10,000
2019/20	5 Handheld and 2 Mobile Radios	35,000

4 - ACES		
Computer Equipment < \$5,000		
2015/16	\$111,500	2016/17 \$114,000
2017/18	\$116,500	
2018/19	\$129,500	2019/20 \$134,000
<p>This project consists of the regular replacement of the computers, laptops, servers and network infrastructure at the Aventura City of Excellence School.</p>		
2015/16	Replace 80 Laptops/Computers	96,000

	21 Tablet Computers	10,500
	Mobile Learning Computer Lab	4,000
	Replace Desktop Scanner	1,000
2016/17	Replace 80 Laptops/Computers	96,000
	21 Tablet Computers	10,500
	Mobile Learning Computer Lab	4,000
	Replace Color Laser Printer	3,500
2017/18	Replace 85 Laptops/Computers	102,000
	21 Tablet Computers	10,500
	Mobile Learning Computer Lab	4,000
2018/19	Replace 95 Laptops/Computers	114,000
	21 Tablet Computers	10,500
	Mobile Learning Computer Lab	4,000
	Replace Desktop Scanner	1,000
2019/20	Replace 95 Laptops/Computers	114,000
	25 Tablet Computers	12,500
	Mobile Learning Computer Lab	4,000
	Replace Color Laser Printer	3,500
<hr/>		
5 - ACES		
Computer Equipment > \$5000		
2015/16	\$45,000	2016/17 \$50,000
		2017/18 \$50,000
2018/19	\$105,000	2019/20 \$125,000
<p>This project consists of the regular replacement of the computers and network infrastructure at the Aventura City of Excellence School that exceeds \$5,000.</p>		
2015/16	Replace Network Switches and Routers	15,000
	Replace AV equipment and/or Smart boards	30,000
2016/17	Replace Network Switches and Routers	10,000
	Replace 2 Servers	10,000
	Replace AV equipment and/or Smart boards	30,000
2017/18	Replace Network Switches and Routers	15,000
	Phone System Upgrade	5,000
	Replace AV equipment and/or Smart boards	30,000
2018/19	Replace Network Switches and Routers	45,000
	Replace AV equipment and/or Smart boards	60,000

2019/20	Replace Network Switches and Routers	20,000
	Phone System Upgrade	15,000
	Replace AV equipment and/or Smart boards	90,000

6 - IT

Computer Equipment < \$5000

2015/16 \$6,000	2016/17 \$6,000	2017/18 \$6,000
2018/19 \$6,000	2019/20 \$6,000	

This project includes the replacement of existing equipment for the various employees of the department.

7 - F

Computer Equipment < \$5000

2015/16 \$6,000	2016/17 \$2,000	2017/18 \$3,000
2018/19 \$3,000	2019/20 \$5,000	

This project includes the replacement of existing equipment for the various employees of the department.

8 - CM

Computer Equipment < \$5000

2016/17 \$4,000

This project consists of upgrading computer equipment in the Office of the City Manager.

9 - CS

Computer Equipment < \$5000

2015/16 \$10,000	2016/17 \$6,300	2017/18 \$26,900
2018/19 \$20,550	2019/20 \$15,000	

This project consists of purchasing and upgrading computer equipment in the Community Services Department and Community Recreation Center.

2015/16	Replace 5 Computers	\$5,000
	Replace 1 ID Printer	4,000
	Upgrade GIS Software	1,000
2016/17	Replace 4 Computers	\$4,000
	Replace Laptop	1,300
	Upgrade GIS Software	1,000

2017/18	Replace 5 Computers	\$5,000
	Replace 1 ID Printer	4,000
	Replace HVAC Computer	4,000
	Upgrade GIS Software	1,000
	Replace 6 CRC Computers	9,900
	Replace CRC Server	3,000
2018/19	4 Computers	\$4,000
	Replace 6 CRC Computers	8,250
	Replace 1 Laptop	1,300
	Replace 1 Plotter	6,000
	Upgrade GIS Software	1,000
2019/20	4 Computers	\$4,000
	Replace 1 ID Printer	4,000
	Replace 1 Scanner	1,000
	Replace 1 Visitor ID System	5,000
	Upgrade GIS Software	1,000

10 - CD		
Computer Equipment < \$5000		
2015/16	\$4,500	2016/17 \$3,500
2017/18	\$4,000	
2018/19	\$4,500	2019/20 \$3,500
<p>This project consists of computer upgrades, replacement printers and the implementation of field computers for code compliance and building inspections for the Community Development Department.</p>		
2015/16	Replace 3 Computers	\$3,000
	Replace Laserjet Printers	500
	Replace Desktop Scanner	1,000
2016/17	Replace 3 Computers	\$3,000
	Replace 1 Laserjet Printers	500
2017/18	Replace 3 Computers	\$3,000
	Replace 2 Laserjet Printers	1,000
2018/19	Replace 3 Computers	\$3,000
	Replace 1 Laserjet Printers	500
	Replace Desktop Scanner	1,000
2019/20	Replace 3 Computers	\$3,000
	Replace 1 Laserjet Printers	500

11 - AACC

Computer Equipment < \$5000

2015/16 \$2,000 2016/17 \$6,000 2017/18 \$6,000

2018/19 \$5,000 2019/20 \$6,500

This project consists of purchasing and upgrading computer equipment in the Arts & Cultural Center.

2015/16	Replace Laptop/tablets	2,000
2016/17	Replace 4 Computers	4,000
	Replace Network Switches	2,000
2017/18	Replace 2 Laptop/tablets	4,000
	Replace Color Laser Printer	2,000
2018/19	Replace 4 Computers/laptops	5,000
2019/20	Upgrade Point of Sale System	6,500

12 - CC

Computer Equipment < \$5000

2017/18 \$3,000

This project consists of upgrading and replacing computer equipment in the City Clerk's Office.

CAPITAL EQUIPMENT PURCHASES AND REPLACEMENTS

This section includes projects relating to Capital Equipment Purchases and Replacements for all operating departments. There are a total of 7 projects totaling \$3,523,330.

Policies

The City's investment in capital equipment purchases and replacements is based on the following policies:

Goal: Provide capital equipment that will meet the needs of all departments in order to maintain the efficiency and productivity of providing municipal services to the City's residents.

- Replace all present equipment that is required when they become unusable, unsafe or when maintenance costs outweigh the total cost of replacement.
- Develop and maintain an "Equipment Evaluation and Replacement Guide" to determine replacement schedules and costs.
- Purchase more economical, fuel efficient and multi-functional vehicles.
- Purchase "green" or electric vehicles where practical.
- Purchase new equipment that will increase productivity and reduce personnel and maintenance costs.
- Maintain all City assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.

Proposed Capital Equipment Purchase And Replacement

Most projects outlined in the 2015/16 to 2019/20 Capital Improvement Program are either pertaining to vehicles or operational equipment. Detailed project descriptions and a funding schedule follow. The CIP guidelines provide that capital equipment shall be defined as having a useful life of more than one year and a value of \$5,000 or more. Equipment that has a value of \$5,000 or less is also included in this document for budgetary purpose.

Funding Plan

Funding for the proposed Capital Equipment Purchase and Replacement Projects will be provided by annual appropriations from the General Fund:

TABLE 1
 PROPOSED CAPITAL EQUIPMENT PURCHASE AND REPLACEMENT
 PROJECTS SCHEDULED FOR 2015/16 - 2019/20
 SUMMARY BY YEAR

CIP #	Project Title	Dept. #	2015/16	2016/17	2017/18	2018/19	2019/20	Total
CE1	Vehicle Purchase & Replacements	PD	\$ 341,000	\$ 323,000	\$ 546,000	\$ 420,000	\$ 498,000	\$ 2,128,000
CE2	Equipment Purchase and Replacement>5000	PD	162,700	65,000	142,000	129,000	151,000	649,700
CE3	Equipment Purchase and Replacement<5000	PD	73,700	57,200	48,600	54,600	29,600	263,700
CE4	Equipment Purchase and Replacement>5000	CS	50,000	42,000	14,000	28,000	62,000	196,000
CE5	Equipment Purchase and Replacement<5000	CS	11,800	7,300	1,750	9,750	7,800	38,400
CE6	Equipment Purchase and Replacement>5000	AACC	27,050	49,400	55,700	35,380	60,000	227,530
CE7	Equipment Purchase and Replacement>5000	CD	-	20,000	-	-	-	20,000
Totals			\$ 666,250	\$ 563,900	\$ 808,050	\$ 676,730	\$ 808,400	\$ 3,523,330

TABLE 2
 PROPOSED CAPITAL EQUIPMENT PURCHASE AND REPLACEMENT
 PROJECTS SCHEDULED FOR 2015/16 - 2019/20
 FUNDING PLAN

CIP #	Project Title	Dept. #	Total	General Fund
CE1	Vehicle Purchase & Replacements	PD	\$ 2,128,000	\$ 2,128,000
CE2	Equipment Purchase and Replacement>5000	PD	649,700	649,700
CE3	Equipment Purchase and Replacement<5000	PD	263,700	263,700
CE4	Equipment Purchase and Replacement>5000	CS	196,000	196,000
CE5	Equipment Purchase and Replacement<5000	CS	38,400	38,400
CE6	Equipment Purchase and Replacement>5000	AACC	227,530	227,530
CE7	Equipment Purchase and Replacement>5000	CD	20,000	20,000
Totals			\$ 3,523,330	\$ 3,523,330

PROPOSED PROJECTS

1 - PD

Vehicle Purchase & Replacements

2015/16 \$341,000 2016/17 \$323,000 2017/18 \$546,000
 2018/19 \$420,000 2019/20 \$498,000

This project consists of purchasing police vehicles to accommodate new employee additions and establish a vehicle replacement program in the Police Department.

2015/16	Replace 10 Patrol Vehicles	\$310,000
	Replace K-9 Vehicles	31,000
2016/17	Replace 9 Patrol Vehicles	\$288,000
	Replace Crime Prevention Van	35,000
2017/18	Replace 14 Patrol Vehicles	\$476,000
	Replace Crime Scene Van	35,000
	Replace K-9 Vehicles	35,000
2018/19	Replace 10 Patrol Vehicles	\$350,000
	Replace 2 Traffic Vehicles	70,000
2019/20	Replace 10 Patrol Vehicles	\$350,000
	Replace Crime Scene Van	38,000
	Replace Prisoner Van	40,000
	Replace Traffic Truck	35,000
	Replace K-9 Vehicles	35,000

2 - PD

Equipment Purchase and Replacement > \$5000

2015/16 \$162,700 2016/17 \$65,000 2017/18 \$142,000
 2018/19 \$129,000 2019/20 \$151,000

This project consists of purchasing equipment for the Police Department. The following is a breakdown of the items to be replaced:

2015/16	10 Vehicle Equipment	\$70,000
	K-9 Vehicle Equipment	10,000
	Message Board	12,000
	Replace K-9	12,000
	Replace 2 Marine Engines	30,000
	Safe Fuming Chamber	8,700

	Replace 2 Pole Cam	20,000
2016/17	7 Vehicle Equipment	\$48,000
	Replace K-9	12,000
	Crime Prevention Van Equipment	5,000
2017/18	13 Vehicle Equipment	\$90,000
	Replace Segway	10,000
	Crime Scene Equipment	8,000
	K-9 Vehicle Equipment	10,000
	Replace K-9	12,000
	Message Board	12,000
2018/19	10 Vehicle Equipment	\$68,000
	Replace Segway	11,000
	Replace In-Car Video	35,000
	2 Traffic Vehicle Equipment	15,000
2019/20	10 Vehicle Equipment	\$70,500
	Traffic Vehicle Equipment	7,500
	Crime Scene Equipment	8,000
	K-9 Vehicle Equipment	10,000
	Replace 2 Marine Engines	30,000
	Prisoner Van Equipment	25,000

3 - PD		
Equipment Purchase and Replacement < \$5000		
2015/16	\$73,700	2016/17 \$57,200
2017/18	\$48,600	2019/20 \$29,600
2015/16	Replace 29 Ballistic Vests	\$37,700
	Tasers & Accessories	3,000
	Replace 2 Digital Cameras	4,000
	Replace Refrigerator	1,000
	Replace Monitoring TVS	10,000
	AR Rifles & Accessories	8,800
	3 Glocks	1,900
	Replace 3 Bikes	3,500
	Ice Machine	3,800
2016/17	Replace 21 Ballistic Vests	\$27,300
	6 Night Vision	25,000
	Replace 2 Bikes	2,500
	Replace Dive Team Equipment	2,400

2017/18	Replace 11 Ballistic Vests	\$14,300
	AR Rifles & Accessories	13,200
	Repelling Gear	7,600
	10 Tasers	13,500
2018/19	Replace 14 Ballistic Vests	\$18,200
	2 Laser Units	4,000
	Replace Dive Team Equipment	2,400
	10 Swat Vests	30,000
2018/20	Replace 12 Ballistic Vests	\$15,600
	3 Glocks	2,000
	6 Tasers	8,000
	2 digital Cameras	4,000

4 - CS		
Equipment Purchase and Replacement > \$5,000		
2015/16 \$50,000	2016/17 \$42,000	2017/18 \$14,000
2018/19 \$28,000	2019/20 \$62,000	
<p>This project consists of the replacement of equipment that has become inefficient, defective, or unusable and to add new equipment to provide improved services in the Community Services Department. The following is a breakdown of the items to be purchased:</p>		
2015/16	Replace Hybrid Utility Vehicle	\$30,000
	Replace Pickup Truck	20,000
2016/17	Replace 2 Treadmill	\$12,000
	Replace Hybrid Utility Vehicle	30,000
2017/18	1 Electric Low Speed Vehicles	14,000
2018/19	2 Electric Low Speed Vehicles	28,000
2019/20	Replace Hybrid Utility Vehicle	\$62,000

5 - CS		
Equipment Purchase and Replacement < \$5,000		
2015/16 \$11,800	2016/17 \$7,300	2017/18 \$1,750
2018/19 \$9,750	2019/20 \$7,800	

This project consists of the replacement of equipment that has become inefficient, defective, or unusable in the Community Recreation Center. The following is a breakdown of the items to be replaced:

2015/16	Replace 12 Tables	\$2,500
	Replace Crossover Machine	4,500
	Replace Sports Fencing Panels	3,000
	Replace 2 Tents	1,800
2016/17	Replace 1 Recumbent Bicycle	\$2,500
	Replace Sports Fencing Panels	3,000
	Replace 2 Tents	1,800
2017/18	Replace Stair Climber	\$1,750
2018/19	Replace 10 Tables	\$1,750
	Replace 40 Chairs	3,000
	Replace 2 Soccer Goals	5,000
2019/20	Replace Leg Press	\$4,500
	Replace Dip Machine	3,300

6 - AACC

Equipment Purchase and Replacement > \$5,000

2015/16 \$27,050 2016/17 \$49,400 2017/18 \$55,700

2018/19 \$35,380 2019/20 \$60,000

This project consists of purchasing equipment for the Arts & Cultural Center:

2015/16	Additional Lighting Equipment	\$5,000
	Headset Replacement	6,850
	Lobby Chair Replacement	3,200
	Additional Wireless Lavalier Mics	12,000
2016/17	ADA Listening Devices	\$2,200
	Seachangers for Stage Lighting	35,200
	Additional Wireless Lavalier Mics	12,000
2017/18	Replacement of Lobby Furniture	20,700
	Replacement of Projector	35,000
2018/19	Replacement of Music Stands	2,880
	Replacement of Stage Monitors	6,000
	Refinish Grand Piano	6,500
	Additional Outdoor Lighting	20,000

2019/20	Replace Cyclorama	\$5,000
	Replace Audio/Lighting Consoles	40,000
	Replace of Dance Floor	15,000

7 - CD

Equipment Purchase and Replacement > \$5,000

2016/17 \$20,800

This project consists of the addition of equipment or the replacement of equipment that has become inefficient, defective, or unusable in the Community Development Department. The following is a breakdown of the items to be replaced:

2016/17	Pickup Truck	\$20,800
---------	--------------	----------

